

MAY 30 2008

PURCHASER INFORMATION BOOKLET

FOR

SADDLEBROOK

A Condominium Project

in

Plymouth Township, Wayne County, Michigan

Developed by:

Robertson Brookdale, L.L.C.
6905 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48301-3159

PURCHASER INFORMATION BOOKLET

FOR

SADDLEBROOK

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REC'D 12/20/2005
\$6.00 REMONSTRATION
Receipt #107740
RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

Li-43476 Pa-77
205421399 10/30/2005
Bernard J. Youngblood
Wayne Co. Register of Deeds

\$201.00 DEED

SADDLEBROOK

MASTER DEED

This Master Deed is made and executed on this 14th day of October, 2005, by Robertson Brookdale, L.L.C., a Michigan limited liability company, hereinafter referred to as the "Developer", whose post office address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301-3159, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Saddlebrook as a 27 Unit residential Condominium Project under the Act and does declare that Saddlebrook shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Saddlebrook, Wayne County Condominium Subdivision Plan No. 870. The Condominium Project is established in accordance with the Act and shall be together with and subject to all easements and restrictions of record and governmental ordinances, including without limitation, a certain Cluster Housing Agreement.

EXAMINED AND APPROVED

DATE 10/20/2005
BY Norman C. Dupuie A/L/U
NORMAN C. DUPUIE
PLAT ENGINEER

This is to certify that there are no tax liens or taxes on this property and that taxes are paid for FIVE YEARS previous to date of this instrument EXCEPT

1 No. 3164 Date 10-20-2005 DEED'S
No. 3166 Date 10-20-2005 DEED'S
= No. 3166 WAYNE COUNTY TREASURER Clerk M. F. F.

10/20/2005 311326

DEED'S

12/20

entered into with the Township of Plymouth and the Developer, a Storm Drain Agreement granted to the Township of Plymouth to be recorded at the office of the Wayne County Register of Deeds, and an Amendment to Declaration of Roadway Easement also to be recorded at the office of the Wayne County Register of Deeds. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

A part of the Southeast 1/4 of Section 33, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; being more particularly described as commencing at the Center of said Section 33; thence South 00°01'14" West, 435.59 feet, along the North and South 1/4 line of said Section 33 and the centerline of McClumphia Road, (said point being North 00°01'14" East, 2206.68 feet from the South 1/4 Corner of said Section 33); thence South 89°44'10" East, 43.00 feet, to a point on the Easterly line of said McClumphia Road and the POINT OF BEGINNING; thence continuing South 89°44'10" East, 398.16 feet, along the South line of "New England Corners", Wayne County Condominium Subdivision Plan No. 184, as recorded in Liber 21779, on Page 500, Wayne County Records; thence North 00°10'40" West, 130.68 feet, along the East line of said "New England Corners"; thence South 89°44'10" East, 217.62 feet; thence South 00°04'02" West, 1021.76 feet, to a point on the North line of "Westbriar Village Sub'n No.2", as recorded in Liber 98 of Plats, on Pages 57 and 58, Wayne County Records; thence North 89°43'02" West, 415.14 feet, (recorded as South 89°56'20" East), along the North line of said "Westbriar Village Sub'n No. 2"; thence North 47°54'35" West, 174.26 feet; thence North 88°55'12" West, 70.00 feet, to a point on the Easterly line of said McClumphia Road; thence North 00°01'14" East, 773.74 feet, along the Easterly line of said McClumphia Road, to the POINT OF BEGINNING. All of the above containing 12.868 acres.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Saddlebrook Condominium Homeowners 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 Saddlebrook as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means the Saddlebrook Condominium Homeowners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Saddlebrook as described above.

Section 7. Condominium Project. Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Saddlebrook as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Saddlebrook as a completed Condominium Project and shall reflect the entire land area in the Condominium that may be removed from the Condominium from time to time under Article VII hereof, and all Units and Common Elements therein, as constructed and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are established in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Developer. "Developer" means Robertson Brookdale, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents. Developer as used herein shall not, however, include the term "Successor Developer" as defined in Section 135 of the Act.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer (i) owns any Unit which it offers for sale, (ii) there remains any residence to be constructed on Units that it owns, or (iii) it owns or holds an option or other enforceable purchase interest in land for residential development within a five (5) mile radius of the Condominium Premises, whichever last occurs.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Saddlebrook, as the same is described in Article V, Section I hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

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

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

- (a) Land. The land described in Article II hereof, other than that portion thereof identified either as Units or Limited Common Elements.
- (b) Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
- (c) Sanitary Sewer. The sanitary sewer throughout the Project up to the point of lateral connection for Unit service.
- (d) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service.
- (e) Gas. The gas distribution mains throughout the Project up to the point of lateral connection for Unit service.

(f) Telecommunications. The telecommunications system, if and when it may be installed, including any security system, up to the point of the ancillary connection for Unit service.

(g) Water. The water distribution system throughout the Project up to the ancillary connection for Unit service, including any meter established for recording water usage for General Common Elements.

(h) Storm Drainage System. The storm drainage system throughout the project, which includes all areas containing drainage facilities, the streams and sump drains up to the point of Unit connection, and the detention area, except for that portion of the system that benefits solely property that is located outside of the Condominium.

(i) Fences. The fences located along the North and East boundaries of the Condominium.

(j) Sidewalks, Boardwalks and Retaining Walls. The sidewalks, boardwalks and retaining walls to the extent not dedicated and/or maintained by a governmental entity, located adjacent and parallel to McClumpha Road.

(k) Island Area and Road. The island area (surrounded by road pavement), road and all improvements located within the General Common Element island area and roads, including without limitation the pergola and hardscape located in the island area.

(l) Entrance Area. The entrance area, including irrigation system servicing same, entrance monument and berm along the North side of the entrance area.

(m) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project including the open space and any improvements that may in the future be located within the open space.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner or Owners of the Unit to which the Limited Common Elements are assigned. The Limited Common Elements are as follows:

(a) Utilities. The leads for the gas distribution system, the electrical transmission, telephone, cable television, water, storm sewer and sanitary sewer systems servicing an individual Unit, are each Limited Common Elements, limited in use to the Unit served thereby.

(b) Privacy Area. A privacy area immediately to the rear of Units shall be limited in use to the Unit to which the privacy area is immediately adjacent and shall be

entered into with the Township of Plymouth and the Developer, a Storm Drain Agreement granted to the Township of Plymouth to be recorded at the office of the Wayne County Register of Deeds, and an Amendment to Declaration of Roadway Easement also to be recorded at the office of the Wayne County Register of Deeds. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

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ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Saddlebrook Condominium Homeowners 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 Saddlebrook as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

Section 2. Association. "Association" means the Saddlebrook Condominium Homeowners Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Saddlebrook as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Saddlebrook as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Saddlebrook as a completed Condominium Project and shall reflect the entire land area in the Condominium that may be removed from the Condominium from time to time under Article VII hereof, and all Units and Common Elements therein, as constructed and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are established in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Wayne County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. Developer. "Developer" means Robertson Brookdale, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents. Developer as used herein shall not, however, include the term "Successor Developer" as defined in Section 135 of the Act.

Section 12. Development and Sales Period. "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer (i) owns any Unit which it offers for sale, (ii) there remains any residence to be constructed on Units that it owns, or (iii) it owns or holds an option or other enforceable purchase interest in land for residential development within a five (5) mile radius of the Condominium Premises, whichever last occurs.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Saddlebrook, as the same is described in Article V, Section I hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

ARTICLE IV

COMMON ELEMENTS

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

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

- (a) Land. The land described in Article II hereof, other than that portion thereof identified either as Units or Limited Common Elements.
- (b) Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.
- (c) Sanitary Sewer. The sanitary sewer throughout the Project up to the point of lateral connection for Unit service.
- (d) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service.
- (e) Gas. The gas distribution mains throughout the Project up to the point of lateral connection for Unit service.

(f) Telecommunications. The telecommunications system, if and when it may be installed, including any security system, up to the point of the ancillary connection for Unit service.

(g) Water. The water distribution system throughout the Project up to the ancillary connection for Unit service, including any meter established for recording water usage for General Common Elements.

(h) Storm Drainage System. The storm drainage system throughout the project, which includes all areas containing drainage facilities, the streams and sump drains up to the point of Unit connection, and the detention area, except for that portion of the system that benefits solely property that is located outside of the Condominium.

(i) Fences. The fences located along the North and East boundaries of the Condominium.

(j) Sidewalks, Boardwalks and Retaining Walls. The sidewalks, boardwalks and retaining walls to the extent not dedicated and/or maintained by a governmental entity, located adjacent and parallel to McClumpha Road.

(k) Island Area and Road. The island area (surrounded by road pavement), road and all improvements located within the General Common Element island area and roads, including without limitation the pergola and hardscape located in the island area.

(l) Entrance Area. The entrance area, including irrigation system servicing same, entrance monument and berm along the North side of the entrance area.

(m) Other. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project including the open space and any improvements that may in the future be located within the open space.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner or Owners of the Unit to which the Limited Common Elements are assigned. The Limited Common Elements are as follows:

(a) Utilities. The leads for the gas distribution system, the electrical transmission, telephone, cable television, water, storm sewer and sanitary sewer systems servicing an individual Unit, are each Limited Common Elements, limited in use to the Unit served thereby.

(b) Privacy Area. A privacy area immediately to the rear of Units shall be limited in use to the Unit to which the privacy area is immediately adjacent and shall be

located and may be relocated pursuant to the rights reserved in Article VI, Section 2 below.

(c) Sidewalks. Each sidewalk adjacent to the Units, which may be located over an area initially depicted as a General Common Element, shall be limited in use to the Unit it serves, which sidewalks shall be located and may be relocated pursuant to rights reserved in Article VI, Section 2 below.

(d) Driveways. Each driveway shall be limited in use to the Unit or Units it serves, which driveways shall be located and may be relocated pursuant to rights reserved in Article VI, Section 2 below.

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

(a) Co-owner Responsibilities

(i) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such dwellings and Units, to the extent visible from any other Unit or Common Element in the Project, shall be subject at all times to the prior approval of the Association and, further, that all exterior maintenance shall be subject to and in accordance with Article VI, Section 20 of the Bylaws. The maintenance of all lawn areas and landscaping located within Units and Limited Common Element privacy areas shall be the responsibility of the Association. In connection with any amendment made by the Developer pursuant to Article VI hereof, Developer may designate other Limited Common Elements and/or improvements that are to be maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(ii) Utility Services. All costs of electricity, telephone, cable television, natural gas, sewer and water and any other utility services shall be borne by the Owner of the Unit to which such services are furnished.

(b) Association Responsibilities.

(i) Units. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to Units, the residences and their appurtenances located within the Condominium Units; except that the Association shall be responsible for the maintenance, repair and replacement of the driveways that service each individual Unit, the removal of snow from the sidewalk leading from the driveway up to and including the front porch of a residence, and the maintenance of all lawn areas

for which the access by the Associations is not obstructed. Notwithstanding the foregoing, the extra cost associated with sidewalks and driveways that are constructed of a material other than concrete or asphalt, shall be borne by the Owner of the Unit benefitting from the driveway or sidewalk. The Association shall also be responsible for mowing all lawns located in the Condominium, including those located within Units and Limited Common Element privacy areas so long as access to the lawn area is not obstructed and that the Co-owner has cleaned-up after any pets maintained by the Co-owner. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings constructed within any Unit boundaries and their appurtenances as it may deem appropriate (including, without limitation, exterior painting and staining). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(ii) General Common Elements, Storm Water Drainage, Stream Bed and Detention Area and General Common Element Roadway and Improvements in Read Island. The cost of maintenance, repair and replacement of all General Common Elements (including all landscaping therein, the pergola and hardscape located in the road island, and any signage that may be located on the General Common Elements), the storm water drainage system (including the stream bed), the General Common Element road, all fences, if any, installed by the Developer, as they may be replaced from time to time, and the side of the fence facing the Condominium installed along the Condominium and New England Corners shared boundary for which the Association has a right to stain or paint pursuant to the Declaration of Roadway Easement, as amended, referenced in Article X, Section 8 below, road island, the sidewalk adjacent and parallel to McClumpha Road and all other improvements installed within the General Common Elements, shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary and to the extent not maintained, repaired or replaced by the Township of Plymouth. Maintenance, repair and replace of a portion of the storm water drainage system is further subject to terms and obligations contained in that certain Declaration of Roadway Easement, as amended, referenced in Article X, Section 8 below.

(iii) Irrigation System. The Association shall be responsible for lawn sprinkler start up, shut down, maintenance and repair within both the General and Limited Common Elements areas, except that the water used in connection with lawn sprinkling immediately surrounding a Unit shall be metered through and be the

responsibility of individual Unit Owners, but the timers shall be set by and at the discretion of the Association and shall not be removed or disengaged by the Co-owners.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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

Section 6. Cluster Housing Agreement. The Developer has entered into a certain Cluster Housing Agreement with the Township of Plymouth that provides, among other things, the right for the Township of Plymouth to enter the Project and undertake the maintenance, repair and replacement of General Common Elements in the event the Association fails to do so.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Saddlebrook as prepared by Seiber, Keast & Associates, Inc. and attached as Exhibit B hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The Project contains Units 1 through 27, inclusive. The percentage of value assigned to each Unit in Saddlebrook 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 not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association (which voting shall be in accordance with Article VIII, Section 1 of the Bylaws.) The total value of the Project is 100%.

ARTICLE VI

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The Units and Common Elements depicted on the Condominium Subdivision Plan are hereby designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location or design of Units and/or Common Elements appurtenant or geographically proximate to such Units, including without limitation locating and relocating Limited Common Element driveways and sidewalks, as well as redefining the Limited Common Element privacy area to include that area only to be used by the Unit Co-owner for a deck, patio or similar improvement, within the Convertible Areas above designated as determined by the Developer as necessary, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element and in accordance with all appropriate governmental requirements.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 27 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the project all or some portion of the land described as follows:

A part of the Southeast 1/4 of Section 33, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; being more particularly described as commencing at the Center of said Section 33; thence South 00°01'14" West, 435.59 feet, along the North and South 1/4 line of said Section 33 and the centerline of McClumphia Road, (said point being North 00°01'14" East, 2206.68

feet from the South 1/4 Corner of said Section 33); thence South 89°44'10" East, 43.00 feet, to a point on the Easterly line of said McClumphia Road; thence continuing South 89°44'10" East, 205.75 feet, along the South line of "New England Corners", Wayne County Condominium Subdivision Plan No. 184, as recorded in Liber 21779, on Page 500, Wayne County Records, to the POINT OF BEGINNING; thence continuing South 89°44'10" East, 192.41 feet, along the South line of said "New England Corners" condominium; thence North 00°10'40" West, 130.68 feet, along the East line of said "New England Corners"; thence South 89°44'10" East, 217.62 feet; thence South 00°04'02" West, 1021.76 feet, to a point on the North line of "Westbriar Village Sub'n No.2", as recorded in Liber 98 of Plats, on Pages 57 and 58, Wayne County Records; thence North 89°43'02" West, 415.14 feet, (previously recorded as South 89°56'20" East), along the North line of said "Westbriar Village Sub'n No.2"; thence North 47°54'35" West, 174.26 feet; thence North 88°55'12" West, 70.00 feet, to a point on the Easterly line of said McClumphia Road; thence North 00°01'14" East, 599.39 feet, along the Easterly line of said McClumphia Road; thence South 89°33'07" East, 194.16 feet; thence North 00°01'14" East, 86.21 feet; thence South 87°29'35" East, 11.23 feet; thence North 00°15'50" East, 89.20 feet, to the POINT OF BEGINNING. All of the above containing 12.067 acres.

(hereinafter referred to as "contractible area".)

Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, or longer as permitted by the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 2.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Section 1 of this Article as is not reasonably necessary to provide access to or otherwise serve the units included in the Condominium Project as so contracted. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractible area described above, nor is there any obligation to withdraw portions thereof in any particular order. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VIII

OPERATIVE PROVISIONS

Any conversion or contraction in the Project pursuant to Articles VI and VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion or contraction of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of 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.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels withdrawn from, the Project by such amendments. In connection with any such amendments, 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 Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the contractible area, as the case may be, and to provide access to any Unit that is located on, or planned for the contractible area from the roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, if and when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the

foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

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

Section 1. By Developer. Developer reserves the sole right during the Development and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units; Consolidate Units; Relocate Units. Subdivide or resubdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or resubdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which

Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his Unit upon request to the Association in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, separately identifying the resulting Units by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Association, has been recorded in the office of the Wayne County Register of Deeds.

(b) **Consolidation of Units: Relocation of Boundaries.** Co-owners of Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to the Association in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association shall cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Wayne County Register of Deeds.

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

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. There shall be easements to, through and over the entire Project (including all Units and the Limited

Common Element privacy areas) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of destruction. The Developer hereby further reserves on behalf of itself, its successors and assigns, and the Co-owners, easements to, through and over the Common Elements for an area that extends twelve inches around each Unit for the purpose of installing and maintaining basement footings that service the dwelling located within Units. One of the purposes of this Section is to clarify the right of the Co-owner to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easement for Maintenance of Dwelling Exteriors, Limited Common Element Areas, Etc. There shall be easements to and in favor of the Association, and its officers, Directors, agents and designees, in, on and over all Units in the Project, for access to the Units and the exterior of each of the residential dwellings constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with provisions of Article IV, Section 3(b) hereof and in accordance with the terms hereinafter set forth.

Section 3. Dedication of Roads and Utilities.

(a) **Roads.** Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Project as reserved in Article VII or any portion or portions thereof and for land contiguous to the Project, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VII or contiguous land. In order to achieve the purposes of this Article and of Article VII of this Master Deed and access to contiguous land as reserved herein, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article VII or contiguous land by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in

connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium and any developed portions of the land described in Article VII or contiguous land whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwellings in this Condominium, and the denominator of which is comprised of the number of such dwellings plus all other completed dwellings on the land described in Article VII or contiguous land not lying within the Condominium whose closest means of access to a public road is over such road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Development and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road. Usage of the road in the Project is further subject to a certain Declaration of Roadway Easement, as amended, referenced in Section 8 below.

The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in the Condominium, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) Utilities. Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VII or any portion or portions thereof and for land contiguous to the Project, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement

of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VII and any contiguous land which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwellings in this Condominium, and the denominator of which is comprised of the numerator plus all other completed dwellings in the land described in Article VII and contiguous land not located within the Condominium which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which only service dwellings outside the Condominium Premises.

Developer further reserves the right at any time until the elapse of two (2) years after the expiration of the Development and Sales Period, and the Association shall have the right subsequent to the Development and Sales Period, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities (which utilities shall include, without limitation, the storm drainage system, or any portion thereof, that services the Project) to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 4. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of the adjoining condominium development known as New England Corner, subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person benefitted thereby.

Section 5. Easements for Maintenance, Repair and Replacement. The Developer, the Association, public entities or agencies, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice for purposes of inspection of any Unit to ascertain that the same has been designed and constructed in conformity with standards imposed and/or specific approvals granted by the Association.

Section 6. Storm Sewer and Surface Drainage. The Developer hereby reserves on behalf of itself, its successors and assigns, the Co-owners, and for the benefit of the public agencies, including without limitation the Township of Plymouth, a perpetual easement to use the areas depicted on the Condominium Subdivision Plan as storm sewer and detention area for the purposes of storm water drainage and detention. The Association and the Township of Plymouth are also hereby granted an easement over certain General Common Elements as depicted on Exhibit B attached hereto for the purpose of maintaining, repairing and replacing the storm water drainage system, detention area and improvements servicing the same; provided, however, the Township shall have no obligation to undertake any such maintenance.

The Developer also grants to the Owners of Units in the adjacent New England Corners condominium development the right to use the detention area depicted on the attached Condominium Subdivision Plan provided that the drainage pipe directing storm water from the New England Corners to the detention area within Saddlebrook shall be maintained by the New England Corners Association as provided in the Declaration of Roadway Easement, as amended, referenced in Section 8 below.

Section 7. Telecommunications Agreements and Fiber Optic Service.

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

Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

(b) The Developer may provide fiber optic service in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment ("Fiber Optic Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides fiber optic service in the Project, the fiber optic cable and related equipment will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Fiber Optic Improvements, in the event the Fiber Optic Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

Section 8. Declaration of Roadway Easement. The Project is subject to a certain Declaration of Roadway Easement recorded in Liber 20643, at Page 807, Wayne County Records, as amended, in which certain rights for access and utilities have been reserved for the benefit of adjacent property.

ARTICLE XI

AMENDMENT.

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of sixty-six and 2/3 (66-2/3%) percent of the Unit Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and first mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Amendments shall require the approval of first mortgagees only in accordance with Section 90a of the Act.

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless

the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his first mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and of 80% of all non-developer Co-owners and, in accordance with Section 90a of the Act, their mortgagees.

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

ARTICLE XII

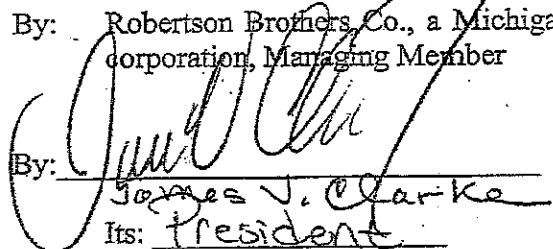
ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

[SIGNATURE AND ACKNOWLEDGMENT APPEARS ON FOLLOWING PAGE]

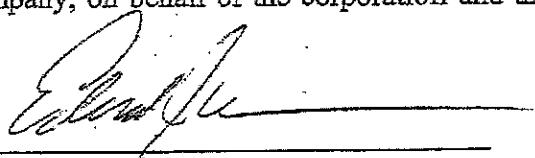
ROBERTSON BROOKDALE, L.L.C., a
Michigan limited liability company

By: Robertson Brothers Co., a Michigan
corporation, Managing Member

By: 
Its: James V. Clarke
President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 14th day of October, 2005 the foregoing Master Deed was
acknowledged before me in Oakland County, Michigan by JAMES V. CLARKE, the
President of Robertson Brothers Co., a Michigan corporation, Managing Member of
Robertson Brookdale, L.L.C., a limited liability company, on behalf of the corporation and the
company.



Edward J. Weber, Notary Public
State of Michigan, County of Wayne
My Commission Expires 7/9/2010
Acting in the County of OAKLAND

Notary Public, Oakland County, Michigan
My commission expires: 7/9/2010
Acting in the County of Oakland

Master Deed drafted by:

C. Kim Shierk, of
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304-2221

When recorded, return to drafter

SADDLEBROOK

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Saddlebrook, a residential Condominium Project located in the Township of Plymouth, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

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

or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide repairs or replacements of existing General Common Elements, Limited Common Elements and improvements located on Limited Common Elements and Units to the extent the Association is obligated to repair and replace, (c) to provide additions to the General Common Elements not exceeding \$5,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$5,000.00 for the entire Condominium Project per

year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty-six and two-thirds (66-2/3%) percent of the Unit Co-owners, except as hereinafter provided. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of any Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in regular installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge not exceeding \$50 per installment may be assessed automatically by the Association upon each installment in default five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to increase the amount of the late charge upon notification to all Co-owners. The Association also may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to the late charge. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

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 attorneys' 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 Co-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 services to a Co-owner in default upon 7 days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association, to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 20 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the

amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

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

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments, except with respect to Units it owns on which there is a completed residence. A "completed residence" is one with respect to which a certificate of occupancy has been issued by the Township of Plymouth. Developer shall independently pay all direct costs of maintaining Units for which it is not required to pay regular maintenance assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. 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 claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. During the Development and Sales Period, the Developer may (without the consent of the Association or any other Co-owner) waive the payment of assessments with respect to any particular Unit during the period of time commencing as of the date either a land contract is executed or, if no land contract is executed to purchase a Unit, then when the Co-owner acquires fee simple interest to a Unit and ending upon the earlier to occur of (a) two and one-half (2 1/2) years thereafter, or (b) the date upon which a completed residence is on the Unit owned by that Co-owner.

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 Condominium owned or possessed in common by the Co-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. 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, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV

INSURANCE

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

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

(b) **Insurance of Common Elements.** If applicable and appropriate, all General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance

proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless 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 Co-owner, by ownership of a Unit in the Condominium 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 fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described above in this Section 3 or have any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an

insurance policy. To the extent a Co-owner does or permits anything to be done or kept on Co-owner's Unit that will increase the rate of insurance each Co-owner shall pay to the Association, the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition shall be charged to the Co-owner responsible for such activity or condition.

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

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) **Unit or Improvements Thereon.** If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit shall, so long as the Co-owner is obligated to obtain the insurance, apply the insurance proceeds towards and be responsible for rebuilding or repairing the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Property damaged for which the Association is obligated to insure shall be repaired in accordance with Section 3 below. Either the Co-owner or the Association shall, depending on which has the obligation to insure the Unit and improvements thereon, remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be in accordance with the architectural character adopted pursuant to Article VI, Section 3 below unless the Co-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, reconstruction and insuring, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the 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 Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the

Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

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

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the Township of Plymouth. In home libraries and offices shall also be permissible so long as such use is consistent with the Township's ordinances.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium. The terms of all leases, occupancy, agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium

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

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

(2) Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

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

(i) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant.

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a

Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

- (a) 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.
- (b) Initiate proceedings pursuant to subsection (3)(iii).

Section 3. Architectural Control. All residences in the Condominium must be constructed by the Developer. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, nor any landscaping done, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification; the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. All residences constructed on a Unit shall contain at least the minimum square footage required at the time of construction by the Township of Plymouth, as well as satisfy all set back requirements of the Township. No assurances are provided that the Township of Plymouth ordinances will permit construction of a residence within the entire Unit area depicted on the Condominium Subdivision Plan.

The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Alterations and Modifications of Improvements in Units and Common Elements. The written approval of the Board of Directors and, during the Development and Sales Period, also the written approval of the Developer, shall be obtained by a Co-owner prior to making alterations, modifications or changes in any of the buildings, structures, Units or Common Elements, Limited or General, including, without limitation, the

erection of antennas of any sort (including dish antennas which are addressed in Section 15 below), lights, aerials, storm doors, awnings, newspaper holders, mailboxes, or other exterior attachments or modifications. All exterior paints and stains shall be consistent with a uniform color scheme adopted from time to time, by the Association. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Developer and/or the Association shall respond to any request for approval of plans submitted under this Article VI, Section 4 within thirty (30) days after receipt of the same by Developer or the Association. If Developer or the Association fails to respond to such request within the thirty (30) day period, the request shall be deemed to be approved. If the Developer or the Association denies any such request for approval, the denial shall be in writing and shall state the reason for the denial.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, paint balls, bows and arrows, or other similar dangerous weapons, projectiles or devices. Without limiting the scope or application of the foregoing, outdoor spotlights that shine into or otherwise illuminate the homes on surrounding Units shall be deemed to be nuisances, as shall outdoor horns, sirens or other noise making devices, whether attached to security systems or otherwise, which go off repeatedly or for an extended period of time. Each Unit Owner shall be responsible for their security systems with such noise making devices when the Unit Owner is not at the dwelling. No outdoor floodlights shall be permitted without the prior approval of the Developer or the Association.

Section 6. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose barks can be heard on any frequent or continuing basis shall

be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to 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. In the event of any violation of this Section, the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or automobiles or vehicles other than those used primarily for general personal transportation purposes, may be parked or stored upon the Common Elements or Units without the Association's prior written approval. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. No parking is permitted around the southerly side of the cul de sac or in front of Units 1 through 3. Overnight parking of vehicles on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles. The purpose of this Section is to accommodate reasonable Co-owner parking but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole. Use of motorized vehicles anywhere on the Condominium Premises, other than on the roads and driveways, is absolutely prohibited.

Section 9. Advertising. No signs or other advertising devices of any kind, including without limitation balloons and banners, shall be displayed either at the entrance to the Project or which are visible from the exterior of a Unit or on the Common Elements, including "For Sale"

signs, without written permission from the Association and, during the Development and Sales Period, from the Developer.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of dwellings or other structures.

Section 12. Driveways, Garages. All driveways shall be paved with concrete or asphalt and shall be completed prior to occupancy unless delayed due to inclement weather or ground conditions, or other circumstances beyond the control of the Owner, in which case such work shall be completed as soon as practicable after occupancy. No gravel or unpaved driveways shall be permitted. All garages shall be attached to the dwelling located on the Unit.

Section 13. Swimming Pools, Equipment. No above ground or in ground swimming pools shall be erected or maintained on any Unit or Common Element. Hot tubs shall be permitted subject to the prior approval of the Association and, during the Development and Sales Period, the Developer. The hot tub and all mechanical and electrical equipment and other equipment associated with the hot tub, shall be enclosed or screened so as not to be visible from the outside of any building or structure in the Condominium. The appearance and materials of such enclosure or screening shall be in harmony with and compatible with the rest of the building or structure on the Unit.

Section 14. Fences. Other than the fences located along the North and East Project boundaries, no fence, wall or hedge of any kind, including without limitation invisible fences, shall be erected or maintained on any Unit or Common Element.

Section 15. Antennae, Satellite Dishes. No outside television antenna or other antenna, or aerial saucer, dish or similar device shall be placed, constructed, altered or maintained for a Unit on a General Common Element, unless the Developer determines that the absence of an outside antenna causes substantial hardship with respect to a particular Unit. Over

the air reception devices (e.g. television antenna or satellite communications dishes not exceeding one meter in diameter) may be installed on a Limited Common Element or within a Unit subject to the reasonable requirements of Developer during the Development and Sales Period and the Association as set forth in the rule and regulations, and provided that the Co-owner is responsible for any damages or expense to the Common Elements or to the Association resulting from such installation.

Section 16. Dog Kennels. No dog kennels or runs or other enclosed shelters for animals shall be permitted.

Section 17. No Temporary Structures. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar outbuilding or structure shall be utilized for residence purposes on any Unit at any time, either temporarily or permanently.

Section 18. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended.

Section 19. Co-owner Maintenance. Each Co-owner shall maintain his Unit, dwelling located thereon and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other Common Elements which are appurtenant to or which may affect any other Unit. The exterior of all buildings in the Project shall be repainted not less than every five years. The roof on all buildings shall also be reshelved no less than on a twenty-year cycle or as recommended by the manufacturer if premium shingles are installed. Further, each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorneys fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Developer reserves for itself and the Association the right to enter upon any Unit not owned by Developer for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, or to abate any nuisance which in the opinion of Developer or the Association detracts from the overall beauty, setting, safety and enjoyment of the Project. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Developer or the Association and its agents may likewise enter upon a Unit to remove any trash which has collected on such Unit without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut or

prune any Unit nor to provide garbage or trash removal services nor to abate any nuisance. All costs associated with the foregoing work shall be reimbursed pursuant to Section 22 below. The foregoing notwithstanding, except in the case of emergencies or extended absence or vacation of the Unit Owners, neither the Developer nor the Association shall take any action to abate a nuisance without first providing the Unit Owner with notice and reasonable opportunity to cure or remove such nuisance.

Section 20. Basketball Backboards and Flag Poles. No basketball backboards or flagpoles shall be permitted within Units, on any of the improvements located within the Units, or on any of the General Common Elements.

Section 21. Failure of Co-owner to Perform Maintenance Responsibilities. In the event a Co-owner fails to maintain, decorate, repair or replace any items for which it is responsible either to the standard established from time to time by the Association or in accordance with any of the restrictions set forth in the Condominium Documents, the Association (and/or the Developer during the Development and Sales Period) shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any such improvements within a Unit, all at the expense of the Co-owner of the Unit. Such right shall be conditioned upon 10 days advance written notice to the Co-owner of the intention to take such action. 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 nor shall the Developer or the Association be liable to any Co-owner or any other person for failure to take any such action. The Developer and the Association shall have easements in furtherance of the rights accorded them hereunder as set forth in Article X, Section 2 of the Master Deed and no exercise of such rights shall be deemed to be a trespass or other infringement of the rights of any Co-owner, lessee or other person and shall not render the Developer or the Association liable to any person whatsoever on account of such exercise. All costs incurred by the Association or the Developer in performing any responsibilities under the Condominium Documents which are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his regular assessment installment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines. Any costs becoming assessable hereunder shall include not only the direct costs of such maintenance, repair or replacement but shall also include such reasonable indirect costs as are determined, in the discretion of the assessing party, to have been incurred by it in taking such action.

Section 22. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), nor shall any

hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure that drainage patterns established by Developer are not altered by the Co-owner or his landscape architect, and to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, at least two (2) trailers for either marketing or construction purposes; model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer. It may continue to do so during the entire Development and Sales Period and may continue to do so even after the conclusion of the Development and Sales Period for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within five miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing and promotion of the Project. The Developer's rights as reserved in this Section 22 shall be subject to all applicable Township Ordinances and approval.

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 23. Lawn Ornaments. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on either Limited Common Element privacy areas or on General Common Elements.

Section 24. Wetlands. A portion of the General Common Elements is identified on the Condominium Subdivision Plan as wetlands. This area can not be mowed, fertilized, weeded or otherwise maintained. No structures are also permitted in this area. There is no irrigation of this area and, therefore, the amount of natural rain fall will affect the quality of plant life in this area.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section

2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium, Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of thirty-five (35) percent of Unit Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50) percent 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.

ARTICLE IX

MEETINGS

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

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

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of April or May, or as otherwise determined by the Board of Directors, 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 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by not less than 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

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

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (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 Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any

such meeting that notice of the meeting was properly given shall be *prima facie* evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created,

one of the Directors shall be selected by non-developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as it owns at least ten (10%) percent of the Units in the Project. Such Developer designee, if any, shall be one of the total number of Directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 34 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subparagraph (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the

Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subparagraph (i).

(iv) At the First Annual Meeting two Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, one or two Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the

Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

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

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 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 non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the

Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4 and shall not be reduced. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 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 such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 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 3 days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two 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, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in

the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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

Section 15. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than a Majority of the Unit Owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than a Majority of the Unit Owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

Section 16. Covenants Committee. The Board of Directors may establish a committee, consisting of three members appointed by the Board, each to serve for a term of one year ("Covenants Committee"). The purpose of the Covenants Committee shall be to facilitate the maintenance of the Condominium in a manner: (1) to provide for visual harmony and soundness of repair; (2) to avoid activities deleterious to the aesthetic or property values of the Condominium; (3) to further the comfort of the Unit Owners, their guests and tenants; and (4) to promote the general welfare and safety of the Condominium community. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Units and the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or changes proposed by a Unit Owner. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by the Co-owner involved and the Board may modify or reverse any such action, ruling or decision. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to

do so within the stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

ARTICLE XII

OFFICERS

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

(a) **President.** The President shall be the chief executive officer of the Association. 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 incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

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

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the 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

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

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

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no

reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66 2/3 % of all Unit Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act.

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

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

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

ARTICLE XVII

DEFINITIONS

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

ARTICLE XVIII

COMPLIANCE

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

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

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

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The

Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the costs of the proceeding and reasonable attorney fees, as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.

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

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

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

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

(b) Second Violation. Fifty Dollar (\$50.00) fine.

(c) Third Violation. Seventy-Five Dollar (\$75.00) fine.

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

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

ARTICLE XXI
RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XXII
SEVERABILITY

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

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

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____
EXHIBIT "B" TO THE MASTER DEED OF
SADDLEBROOK
PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN

SURVEYOR	ENGINEER	DEVELOPER
SEIBER, KEAST AND ASSOCIATES, L.L.C. 40398 GRAND RIVER AVENUE SUITE 110 NOV. MICHIGAN 48375-2123	SEIBER, KEAST AND ASSOCIATES, INC. 40398 GRAND RIVER AVENUE SUITE 110 NOV. MICHIGAN 48375-2123	ROBERTSON BROOKDALE, L.L.C. 8015 TELEGRAPH ROAD SUITE 200 BLOOMFIELD HILLS, MI 48301

LEGAL DESCRIPTION

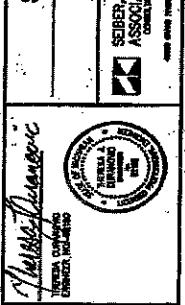
A part of the Southeast 1/4 of Section 33, Town 1 South, Range 8 East, Plymouth Township, Wayne County, Michigan; being more particularly described as commencing at the Center of said Section 33; thence South 00°01'14" West, 435.59 feet, along the North and South 1/4 line of said Section 33 and the centerline of McCumpha Road, (said point being North 00°01'14" East, 2208.68 feet from the South 1/4 corner of said Section 33); thence South 89°44'10" East, 43.00 feet, to a point on the Easterly line of said McCumpha Road and the POINT OF BEGINNING; thence continuing South 89°44'10" East, 398.16 feet, along the South line of "New England Corners", Wayne County Condominium Subdivision Plan No. 184, as recorded in Liber 21779, on Page 500, Wayne County Records; thence North 00°10'40" West, 130.68 feet, along the East line of said "New England Corners"; thence South 89°44'10" East, 217.62 feet; thence South 00°04'02" West, 1021.76 feet, to a point on the North line of "Westbriar Village Sub'n No.2", as recorded in Liber 98 of Plats, on Pages 57 and 58, Wayne County Records; thence North 89°45'02" West, 415.14 feet, (recorded as South 89°56'20" East), along the North line of said "Westbriar Village Sub'n No.2"; thence North 47°54'35" West, 174.26 feet; thence North 88°55'12" West, 70.00 feet, to a point on the Easterly line of said McCumpha Road; thence North 00°01'14" East, 773.74 feet, along the Easterly line of said McCumpha Road, to the POINT OF BEGINNING. All of the above containing 12.868 acres.

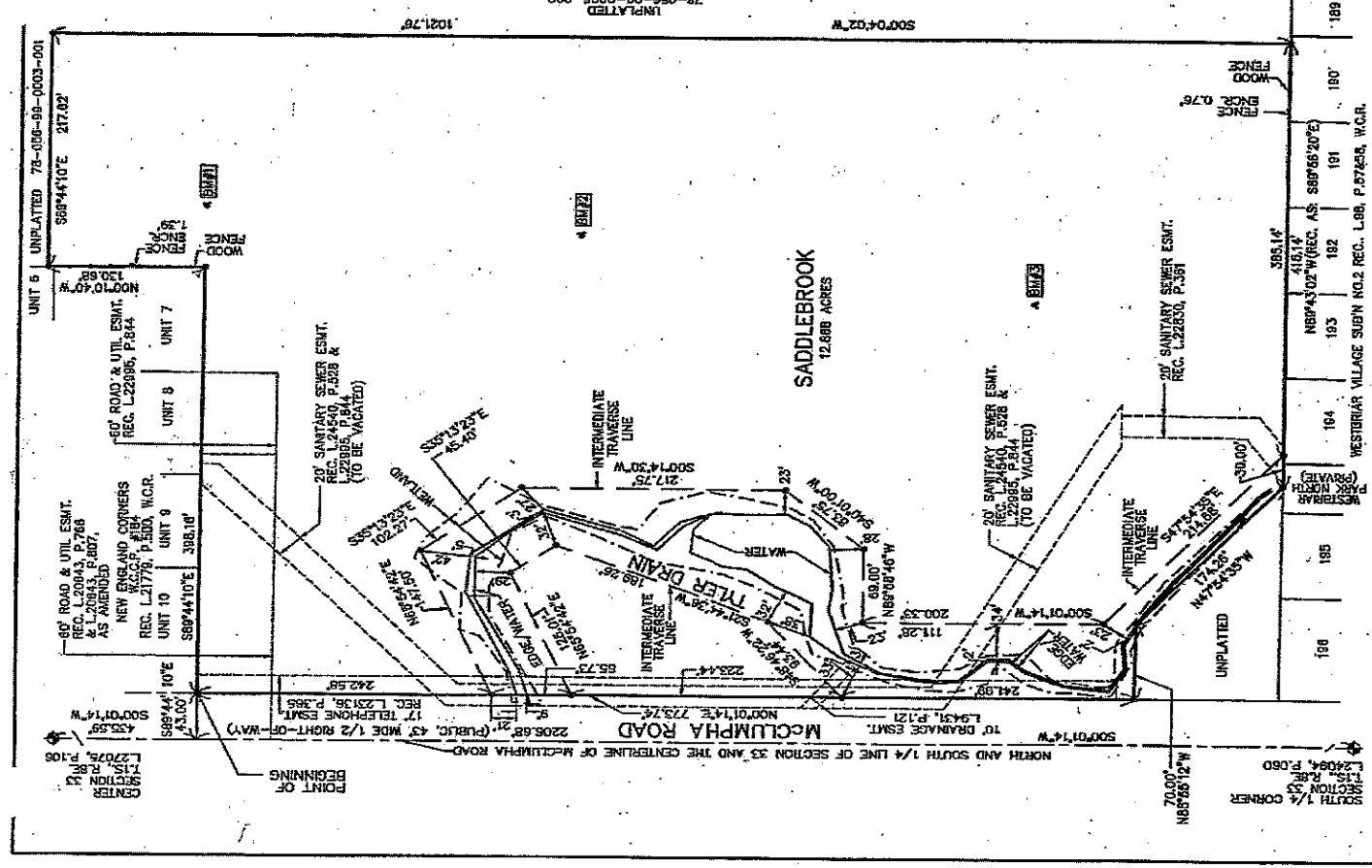
INDEX:

1. TITLE PAGE
2. SURVEY PLAN
3. SITE PLAN, UNITS 1-6, 20-27
4. SITE PLAN, UNITS 7-19
5. UTILITY PLAN, UNITS 1-6, 20-27
6. UTILITY PLAN, UNITS 7-19
7. AREA DATA-UNITS 1-27, AND CONTRACTIBLE AREA PLAN

PROPOSED DATED

JULY 8, 2006

<i>Michele J. Seiber</i>	SADDLEBROOK
SEIBER, KEAST & ASSOCIATES, INC.	TITLE PAGE
	
PROPOSED DATED JULY 8, 2006	



SURVEYOR'S CERTIFICATE

That the Subdivision Plan known as Wayne County Concomitant Subdivision Plan No. _____ as shown on the accompanying drawing, represents a survey on the ground made under my direction that there are no errors or discrepancies in the lines and property boundaries described, except as shown (wood fence along the Northway property line, and wood fence along the Sycamore property line);

That the required monuments and markers have not been located in this ground as required by the rules promulgated under Section 142 of Act 99 of the Public Acts of 1978 as amended, but shall be within one year of the date on which this plan is recorded;

That the accuracy of this survey is within the limits required by rules promulgated under Section 142 of Act 99 of the Public Acts of 1978 as amended, or by the rules promulgated under Section 3a of the Public Acts of 1978, as amended;

That the bearings on shown are noted on Survey Plan as required by the rules promulgated under Section 42 of Act Number 89 of the Public Acts of 1976, as amended.

David J. H. [Signature]

10/19-05

Michael J. H. [Signature]
Professional Surveyor
Registration Number 28246
Milwaukee and Associate
4038 Grand River Avenue
No. 100, Milwaukee, 45270-3125
Date:

Date

४०८

SUBJECT PROPERTY LIES WITHIN A ZONE "C" FLOOD ZONE
BROOKDALE AREA, PER U.S. DEPT. OF HOUSING AND URBAN
DEVELOPMENT FLOOD INSURANCE RATE MAP (FIRMs),
COMMUNITY - PANEL NO. 200327-0005-6, EFFECTIVE
DATE MARCH 1, 1981.

BASIS OF BEARING:
THE COORDINATES SHOWN HEREON ARE BASED UPON THE BEARING
BEWEEN THE EAST 1/4 CORNER AND THE CENTER OF
SECTION 35, BEING SB 84 10' E, AS CALLED FOR ON
THE RECORDED CONDOMINIUM OF NEW ENGLAND
AT THE CORNERS, WAYNE COUNTY, CANTONMENT SUBDIVISION PLAN
NO. 184, AS RECORDED IN LIBER 21779, ON PAGE 300,
WAYNE COUNTY RECORDS.

ABERTHIAN, EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.

EASEMENTS RECORDED IN LIBER 22832, PAGE 23, AND LIBER 20824, PAGE 362, ARE BLANKET EASEMENTS FOR UNDERGROUND UTILITIES.

THE SYMBOL "W" INDICATES A CONCRETE MONUMENT SET CONSISTING OF A 1/2" DIAMETER STEEL ROD, 3 LONG, ENCASED IN A 4" DIAMETER CONCRETE CYLINDER.

BENCHMARCS

ARROW ON HYDRANT. ELEVATION = 747.48 U.S.G.S.
ARROW ON HYDRANT. ELEVATION = 739.31 U.S.G.S.
ARROW ON HYDRANT. ELEVATION = 747.48 U.S.G.S.
ARROW ON HYDRANT. ELEVATION = 739.31 U.S.G.S.

PROPOSED DATED
JULY 8, 2005

SURVEY PLAN



SEIBER, KEAST & ASSOCIATES, INC.
CONSULTING ENGINEERS
1000 University Street, Seattle, Washington 98101
(206) 467-2320

BASIS OF COORDINATES
CENTER OF SECTION 23
NORTH = 5000.0000
EAST = 5000.0000

CENTRAL
SECTION 33
T.I.S., R.G.E.

17 SANITARY SEWER ESMAT.
SEC. 122295, P.844
(O. REHANN)

UNIT 6 ① S80°44'40"E 217.62' UNPLATED

COORDINATE/UNIT/TYPE	COORDINATE/UNIT/TYPE		COORDINATE/UNIT/TYPE		COORDINATE/UNIT/TYPE			
	#	LONGITUDE	#	LONGITUDE	#	LONGITUDE		
NORTHING/EASTING								
1	4482.0059	102.0077	2	4482.0055	102.0075	3	4482.0053	102.0073
4	4482.0051	102.0070	5	4482.0049	102.0068	6	4482.0047	102.0066
7	4482.0045	102.0064	8	4482.0043	102.0062	9	4482.0041	102.0060
10	4482.0039	102.0058	11	4482.0037	102.0056	12	4482.0035	102.0054
13	4482.0033	102.0052	14	4482.0031	102.0050	15	4482.0029	102.0048
16	4482.0027	102.0046	17	4482.0025	102.0044	18	4482.0023	102.0042
19	4482.0021	102.0040	20	4482.0019	102.0038	21	4482.0017	102.0036
22	4482.0015	102.0034	23	4482.0013	102.0032	24	4482.0011	102.0030
25	4482.0009	102.0028	26	4482.0007	102.0026	27	4482.0005	102.0024
28	4482.0003	102.0022	29	4482.0001	102.0020	30	4482.0000	102.0018
31	4482.0000	102.0016	32	4482.0000	102.0014	33	4482.0000	102.0012
34	4482.0000	102.0010	35	4482.0000	102.0008	36	4482.0000	102.0006
37	4482.0000	102.0004	38	4482.0000	102.0002	39	4482.0000	102.0000
40	4482.0000	101.9998	41	4482.0000	101.9996	42	4482.0000	101.9994
43	4482.0000	101.9992	44	4482.0000	101.9990	45	4482.0000	101.9988
46	4482.0000	101.9986	47	4482.0000	101.9984	48	4482.0000	101.9982
49	4482.0000	101.9978	50	4482.0000	101.9976	51	4482.0000	101.9974
52	4482.0000	101.9972	53	4482.0000	101.9970	54	4482.0000	101.9968
55	4482.0000	101.9964	56	4482.0000	101.9962	57	4482.0000	101.9960
58	4482.0000	101.9956	59	4482.0000	101.9954	60	4482.0000	101.9952
61	4482.0000	101.9948	62	4482.0000	101.9946	63	4482.0000	101.9944
64	4482.0000	101.9940	65	4482.0000	101.9938	66	4482.0000	101.9936
67	4482.0000	101.9932	68	4482.0000	101.9930	69	4482.0000	101.9928
70	4482.0000	101.9924	71	4482.0000	101.9922	72	4482.0000	101.9920
73	4482.0000	101.9914	74	4482.0000	101.9912	75	4482.0000	101.9910
76	4482.0000	101.9904	77	4482.0000	101.9902	78	4482.0000	101.9900
79	4482.0000	100.9896	80	4482.0000	100.9894	81	4482.0000	100.9892
82	4482.0000	100.9886	83	4482.0000	100.9884	84	4482.0000	100.9882
85	4482.0000	100.9876	86	4482.0000	100.9874	87	4482.0000	100.9872
88	4482.0000	100.9866	89	4482.0000	100.9864	90	4482.0000	100.9862
91	4482.0000	100.9856	92	4482.0000	100.9854	93	4482.0000	100.9852
94	4482.0000	100.9846	95	4482.0000	100.9844	96	4482.0000	100.9842
97	4482.0000	100.9836	98	4482.0000	100.9834	99	4482.0000	100.9832
100	4482.0000	100.9826	101	4482.0000	100.9824	102	4482.0000	100.9822
103	4482.0000	100.9816	104	4482.0000	100.9814	105	4482.0000	100.9812
106	4482.0000	100.9806	107	4482.0000	100.9804	108	4482.0000	100.9802
109	4482.0000	100.9796	110	4482.0000	100.9794	111	4482.0000	100.9792
112	4482.0000	100.9786	113	4482.0000	100.9784	114	4482.0000	100.9782
115	4482.0000	100.9776	116	4482.0000	100.9774	117	4482.0000	100.9772
118	4482.0000	100.9766	119	4482.0000	100.9764	120	4482.0000	100.9762
121	4482.0000	100.9756	122	4482.0000	100.9754	123	4482.0000	100.9752
124	4482.0000	100.9746	125	4482.0000	100.9744	126	4482.0000	100.9742
127	4482.0000	100.9736	128	4482.0000	100.9734	129	4482.0000	100.9732
130	4482.0000	100.9726	131	4482.0000	100.9724	132	4482.0000	100.9722
133	4482.0000	100.9716	134	4482.0000	100.9714	135	4482.0000	100.9712
136	4482.0000	100.9706	137	4482.0000	100.9704	138	4482.0000	100.9702
139	4482.0000	100.9696	140	4482.0000	100.9694	141	4482.0000	100.9692
142	4482.0000	100.9686	143	4482.0000	100.9684	144	4482.0000	100.9682
145	4482.0000	100.9676	146	4482.0000	100.9674	147	4482.0000	100.9672
148	4482.0000	100.9666	149	4482.0000	100.9664	150	4482.0000	100.9662
151	4482.0000	100.9656	152	4482.0000	100.9654	153	4482.0000	100.9652
154	4482.0000	100.9646	155	4482.0000	100.9644	156	4482.0000	100.9642
157	4482.0000	100.9636	158	4482.0000	100.9634	159	4482.0000	100.9632
160	4482.0000	100.9626	161	4482.0000	100.9624	162	4482.0000	100.9622
163	4482.0000	100.9616	164	4482.0000	100.9614	165	4482.0000	100.9612
166	4482.0000	100.9606	167	4482.0000	100.9604	168	4482.0000	100.9602
169	4482.0000	100.9596	170	4482.0000	100.9594	171	4482.0000	100.9592
172	4482.0000	100.9586	173	4482.0000	100.9584	174	4482.0000	100.9582
175	4482.0000	100.9576	176	4482.0000	100.9574	177	4482.0000	100.9572
178	4482.0000	100.9566	179	4482.0000	100.9564	180	4482.0000	100.9562
181	4482.0000	100.9556	182	4482.0000	100.9554	183	4482.0000	100.9552
184	4482.0000	100.9546	185	4482.0000	100.9544	186	4482.0000	100.9542
187	4482.0000	100.9536	188	4482.0000	100.9534	189	4482.0000	100.9532
190	4482.0000	100.9526	191	4482.0000	100.9524	192	4482.0000	100.9522
193	4482.0000	100.9516	194	4482.0000	100.9514	195	4482.0000	100.9512
196	4482.0000	100.9506	197	4482.0000	100.9504	198	4482.0000	100.9502
199	4482.0000	100.9496	200	4482.0000	100.9494	201	4482.0000	100.9492
202	4482.0000	100.9486	203	4482.0000	100.9484	204	4482.0000	100.9482
205	4482.0000	100.9476	206	4482.0000	100.9474	207	4482.0000	100.9472
208	4482.0000	100.9466	209	4482.0000	100.9464	210	4482.0000	100.9462
211	4482.0000	100.9456	212	4482.0000	100.9454	213	4482.0000	100.9452
214	4482.0000	100.9446	215	4482.0000	100.9444	216	4482.0000	100.9442
217	4482.0000	100.9436	218	4482.0000	100.9434	219	4482.0000	100.9432
220	4482.0000	100.9426	221	4482.0000	100.9424	222	4482.0000	100.9422
223	4482.0000	100.9416	224	4482.0000	100.9414	225	4482.0000	100.9412
226	4482.0000	100.9406	227	4482.0000	100.9404	228	4482.0000	100.9402
229	4482.0000	100.9396	230	4482.0000	100.9394	231	4482.0000	100.9392
232	4482.0000	100.9386	233	4482.0000	100.9384	234	4482.0000	100.9382
235	4482.0000	100.9376	236	4482.0000	100.9374	237	4482.0000	100.9372
238	4482.0000	100.9366	239	4482.0000	100.9364	240	4482.0000	100.9362
241	4482.0000	100.9356	242	4482.0000	100.9354	243	4482.0000	100.9352
244	4482.0000	100.9346	245	4482.0000	100.9344	246	4482.0000	100.9342
247	4482.0000	100.9336	248	4482.0000	100.9334	249	4482.0000	100.9332
250	4482.0000	100.9326	251	4482.0000	100.9324	252	4482.0000	100.9322
253	4482.0000	100.9316	254	4482.0000	100.9314	255	4482.0000	100.9312
256	4482.0000	100.9306	257	4482.0000	100.9304	258	4482.0000	100.9302
259	4482.0000	100.9296	260	4482.0000	100.9294	261	4482.0000	100.9292
262	4482.0000	100.9286	263	4482.0000	100.9284	264	4482.0000	100.9282
265	4482.0000	100.9276	266	4482.0000	100.9274	267	4482.0000	100.9272
268	4482.0000	100.9266	269	4482.0000	100.9264	270	4482.0000	100.9262
271	4482.0000	100.9256	272	4482.0000	100.9254	273	4482.0000	100.9252
274	4482.0000	100.9246	275	4482.0000	100.9244	276	4482.0000	100.9242
277	4482.0000	100.9236	278	4482.0000	100.9234	279	4482.0000	100.9232
280	4482.0000	100.9226	281	4482.0000	100.9224	282	4482.0000	100.9222
283	4482.0000	100.9216	284	4482.0000	100.9214	285	4482.0000	100.9212
286	4482.0000	100.9206	287	4482.0000	100.9204	288	4482.0000	100.9202
289	4482.0000	100.9196	290	4482.0000	100.9194	291	4482.0000	100.9192
292	4482.0000	100.9186	293	4482.0000	100.9184	294	4482.0000	100.9182
295	4482.0000	100.9176	296	4482.0000	100.9174	297	4482.0000	100.9172
298	4482.0000	100.9166	299	4482.0000	100.9164	300	4482.0000	100.9162
301	4482.0000	100.9156	302	4482.0000	100.9154	303	4482.0000	100.9152
304	4482.0000	100.9146	305	4482.0000	100.9144	306	4482.0000	100.9142
307	4482.0000	100.9136	308	4482.0000	100.9134	309	4482.0000	100.9132
310	4482.0000	100.9126	311	4482.0000	100.9124	312	4482.0000	100.9122
313	4482.0000	100.9116	314	4482.0000	100.9114	315	4482.0000	100.9112
316	4482.0000	100.9106	317	4482.0000	100.9104	318	4482.0000	100.9102
319	4482.0000	100.9096	320	4482.0000	100.9094	321	4482.0000	100.9092
322	4482.0000	100.9086	323	4482.0000	100.9084	324	4482.0000	100.9082
325	4482.0000	100.9076	326	4482.0000	100.9074	327	4482.0000	100.9072
328	4482.0000	100.9066	329	4482.0000	100.9064	330	44	

<p>NOTES: THE ROADS AND STRUCTURES RELATED TO THE ROADS SERVING UNITS 1 AND 2 ONLY AS SHOWN ON THIS PLAN "MUST BE BUILT" - RESIDENCES AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS "NEED NOT BE BUILT" - WALLS AND ENTRY STRUCTURES AS- DECIDED ON THIS PLAN MUST BE BUILT.</p> <p>ALL UNITS AND GENERAL AND LIMITED COMMON ELEMENTS ARE CONVERTIBLE PURSUANT TO ARTICLE VI OF THE MASTER DEED.</p> <p><i>Maileigh Thurman</i></p>	
<p>SADDLEBRIDGE</p> <p>SITE PLAN - UNITS</p> <p>SEIDER, KEAST & ASSOCIATES, INC. CONTRACTORS & ENGINEERS</p> <p></p> <p><i>Seider, Keast & Associates, Inc.</i> CONTRACTORS & ENGINEERS 1000 BROADWAY, SUITE 1000 DENVER, COLORADO 80203 (303) 296-1222</p> <p></p> <p>SEALER OF THE STATE OF COLORADO BY THE GOVERNOR JULY 18, 1876</p>	

1. DENOTES COORDINATE POINT NUMBER.
2. INDICATES POINT OF CURVATURE
AND/OR BOUNDARY CORNER.
3.  GENERAL COMMON ELEMENT.
4.  LIMITS OF OWNERSHIP.

SEE SHEET 8 FOR AREA DATA

NUMBER	ARC	RADIUS	CURVE TABLE					
			CHD.	BIG.	CHD.	BIG.	CHD.	BIG.
69	68.83°	127.00°	22.91	47°	112.28	51°	W	48.53°
70	31.24°	76.97°	57.01	57°	104.22	28°	7	31.42°
71	23.12°	54.73°	31.07	61°	80.91	15°	E	23.12°
72	26.58°	150.00°	59.55	43°	137.32	59°	W	22.07°
73	52.00°	120.00°	12.25	54°	57.77	145°	W	40.08°
74	61.44°	100.00°	22.54	54°	80.91	45°	W	40.08°
75	62.92°	100.00°	12.25	54°	57.77	145°	W	40.08°
76	61.44°	65.92°	30.00	57°	80.91	44°	E	22.07°
77	23.12°	60.24°	59.55	47°	104.22	24°	E	23.12°
78	23.12°	59.24°	59.55	47°	80.91	14°	E	23.12°

Quiescent Table									
Curve	Arg	Radius	Delta	Arg.	Arg.	Arg.	Arg.	Arg.	Arg.
C1	24.41	35.00	35.97-75°	587.30	512.7°	23.52	23.52	23.52	23.52
C2	23.82	35.00	38.30-19°	519.71	515.15°	23.05	23.05	23.05	23.05
C3	18.77	17.00	18.77-15°	105.27	145.75°	187.17	187.17	187.17	187.17
C4	88.12	45.00	124.45-55.45°	589.53	581.65°	79.81	79.81	79.81	79.81
C5	59.27	50.00	31.97-27.97°	115.93	116.66°	21.7	21.7	21.7	21.7
C6	40.09	74.01	68.27-22.27°	115.93	101.98°	40.13	40.13	40.13	40.13
C7	26.40	25.00	62.93-15.46°	509.53	53.17°	26.50	26.50	26.50	26.50

20-27

LEBROOK
UNITS 1-6

**SADD
E PLAN -
REMBER, EAST &
ASSOCIATES, INC.
GENERAL ENGINEERS**

A small icon of a SIM card, which is a rectangular microchip used for mobile telephony.

1127

Theresa
TERESA G.
CHURCH
AND

WAYS, SIDEWALKS,
IN ASS-BUILT

POINT OF CURVATURE
BOUNDARY CORNER
ELEMENT DRIVEN
COMMON ELEMENT
OF OWNERSHIP,
AREA DATA
ELEMENT DRIVEN
WILL BE SHOWN ON

INDICATES
AND/OR EC
GENERAL
LIMITS
SEE SHEET 8 FOR
UNITED COMMON
PRIVACY AREAS
DRAWINGS.

1000

G.	CHD.	DIST.
	W	48.53'
	E	314.23'
	E	283.64'
	W	229.97'
	W	44.08'
	W	50.87'
	E	284.81'
	E	321.07'

NAME	CHD, BR	NAME	CHD, BR
ELIA	01/47	M22285311	01/47
		M04222311	
		S030811	
		007111	
		S03732011	
		5771848	
		5771848	
		5230945	
		000050	
		000050	
		555527	
		555527	

NAME	NUMBER	PERCENT
THADDEUS	1	1.83
THOMAS	127.00	22.22
THOMAS	576.97	31.34
THOMAS	547.34	31.34
THOMAS	77.28	1.38
THOMAS	1.58	.96
THOMAS	1.92	12.50
THOMAS	4.41	100.00
THOMAS	8.10	51.92
THOMAS	8.40	520.34

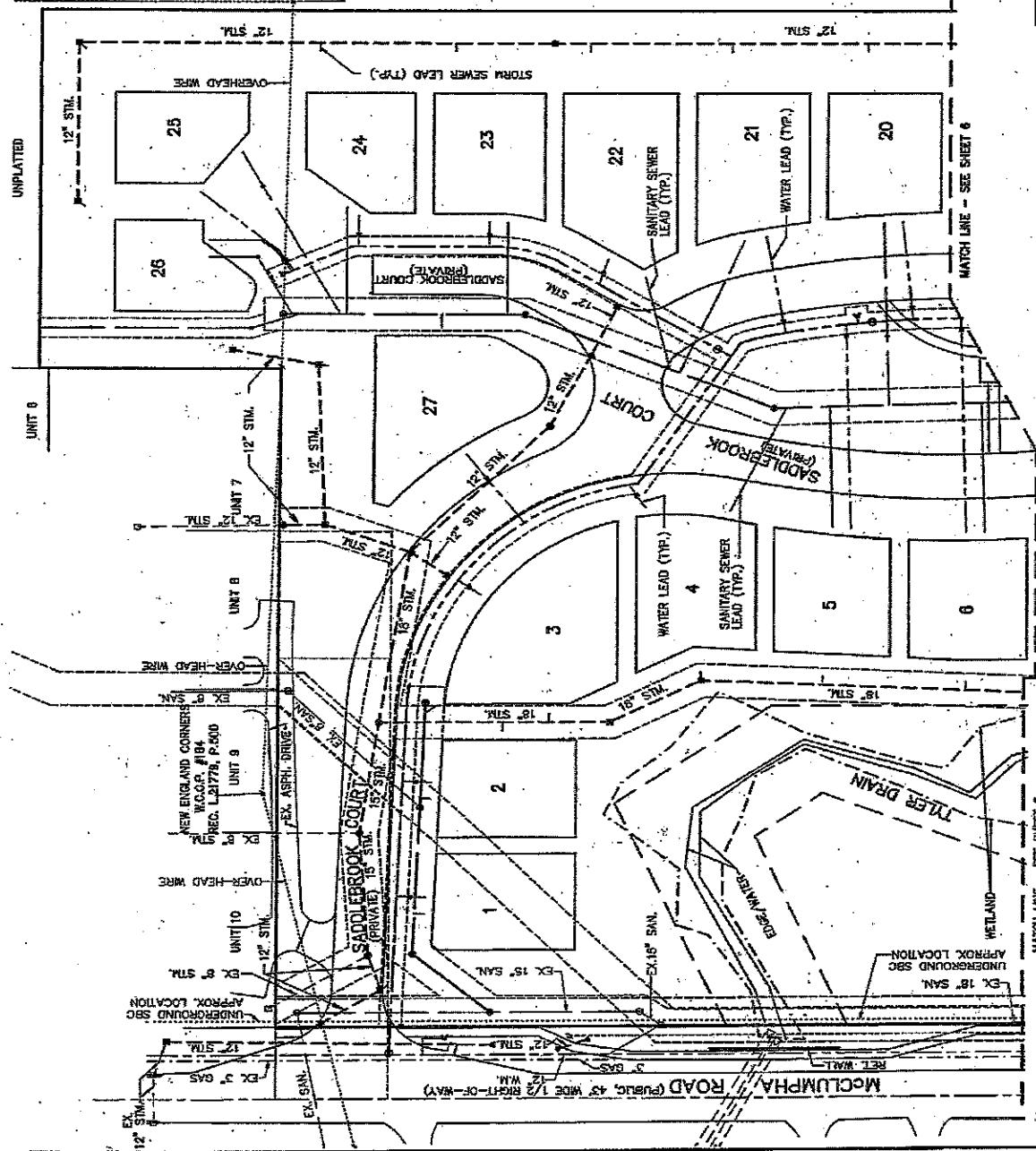
U.S. 44
C13
C10
C18
C19
C20
C21
C22
C24

Latitude	Longitude	Altitude, feet
21° 30'	30° 32' E	21
23°	30° 15' E	15
23°	30° 15' W	15
18°	30° 27' E	18
18°	30° 27' W	18
79°	55° 53' E	79
79°	55° 53' W	79
27°	55° 48' E	27
40°	55° 48' E	40
26°	06° 31' E	26

NAME	DELT. LAT.	DELT. LONG.
DELTA	39°57'25"	58°
DELTA	38°30'16"	57°
DELTA	64°01'40"	NU
DELTA	124°55'43"	58°
DELTA	31°38'27"	NU
DELTA	31°38'27"	NU
DELTA	65°05'46"	58°

Year	Production
1941	35,000
1942	35,000
1943	177,000
1944	45,000
1945	27,475
1946	50,000
1947	74,000
1948	25,000

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NOTES:

THE ROADS AND STRUCTURES RELATED TO THE ROADS SERVING UNITS 1 AND 2 ONLY AS SHOWN ON THIS PLAN MUST BE BUILT. OTHERS AND OTHER STRUCTURES AND IMPROVEMENTS WITHIN EACH OF THE UNITS NEED NOT BE BUILT. WALLS AND ENTRY STRUCTURES AS DEPICTED ON THIS PLAN MUST BE BUILT.

THE UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT SERVING UNITS 1 AND 2 ONLY, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS "NEED NOT BE BUILT".

ALL WATER MAINS ARE 6".

ALL WATER LEADS ARE 1".

ALL SANITARY SEWER MAINS ARE 8".

ALL SANITARY SEWER LEADS ARE 6".

ALL STORM SEWER SIZES ARE AS NOTED.

ALL STORM SEWER LEADS ARE 6".

UTILITY	SOURCE OF LOCATION
WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
HYDRANT	SEIBER, KEAST AND ASSOCIATES, INC.
ONE VALUE	SEIBER, KEAST AND ASSOCIATES, INC.
WATER MAIN LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
WATER VALVE	SEIBER, KEAST AND ASSOCIATES, INC.
SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
CATCH BASIN	SEIBER, KEAST AND ASSOCIATES, INC.
HANDLE	SEIBER, KEAST AND ASSOCIATES, INC.
SANITARY CLEAN-OUT	SEIBER, KEAST AND ASSOCIATES, INC.
6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
4" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
GAS	CONSOLIDATED ENERGY, MICHIGAN
ELECTRIC	DETROIT EDISON

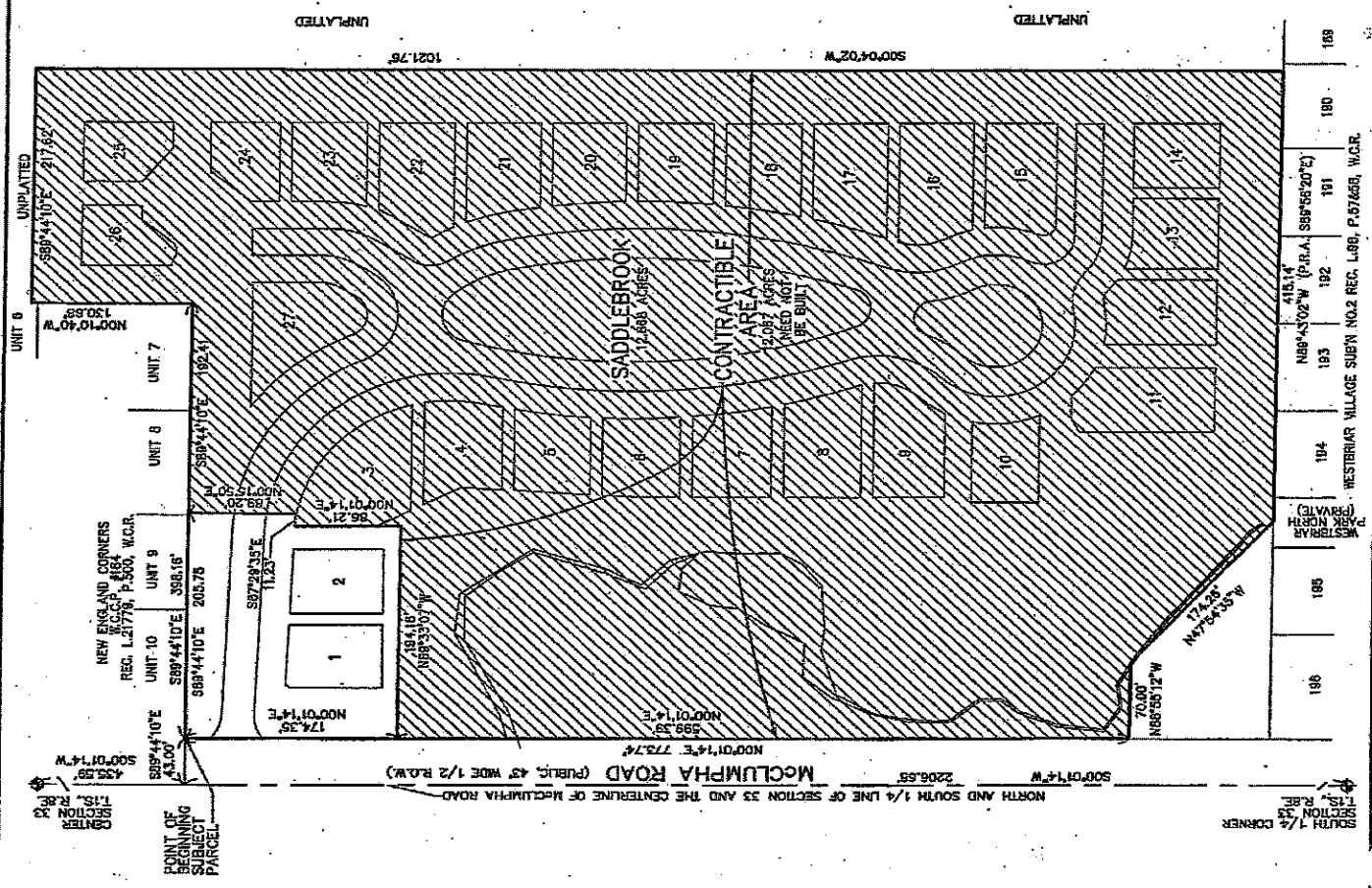
PROPOSED DATED JULY 6, 2005

UTILITY PLAN - UNITS 1-6, 20-27

SEIBER, YEAST & ASSOCIATES, INC. CONSULTING ENGINEERS
500 BROAD RIVER ROAD, CLEMENTON, NEW JERSEY 08022-1000
TELEPHONE: 609/426-1000

UNIT AREA TABLE

UNIT NO.	AREA NO.	SD.	FL.
1	444	141	1
2	445	115	1
3	446	125	1
4	450	162	1
5	452	162	1
6	453	162	1
7	454	162	1
8	455	162	1
9	456	162	1
10	457	162	1
11	458	162	1
12	459	162	1
13	460	162	1
14	461	162	1
15	462	162	1
16	463	162	1
17	464	162	1
18	465	162	1
19	466	162	1
20	467	162	1
21	468	162	1
22	469	162	1
23	470	162	1
24	471	162	1
25	472	162	1
26	473	162	1



Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF ORGANIZATION (DOMESTIC L.L.C.)

for

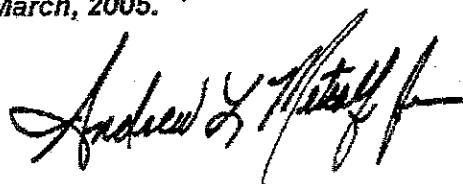
ROBERTSON BROOKDALE, L.L.C.

ID NUMBER: B7646L

*received by facsimile transmission on March 1, 2005 is hereby endorsed filed on
March 1, 2005 by the Administrator. The document is effective on the date filed,
unless a subsequent effective date within 90 days after received date is stated in the
document.*



*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 1st day
of March, 2005.*



Andrew S. Metzger
, Director

Bureau of Commercial Services

Sent by Facsimile Transmission 05060

MAR 01 2005 9:14 AM FR BUTZEL LONG/DETROIT 313 TO 915176368437,110 P.02
Feb-28-05 08:41pm From-Robertson Brothers Company 248 644 1442 T-848 P.002/003 P-005

0300-720 (Rev. 7-20)

**MICHIGAN DEPARTMENT OF LABOR & ECONOMIC GROWTH
BUREAU OF COMMERCIAL SERVICES**

Date Received	(FOR BUREAU USE ONLY)	
This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.		
Name Justin G. Klimko		
Address 150 W. Jefferson Ave., Suite 100		
City Detroit	State MI	Zip Code 48226-4430
		EFFECTIVE DATE

• Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

**ARTICLES OF ORGANIZATION
For use by Domestic Limited Liability Companies**

(Please read information and instructions on last page)

Pursuant to the provisions of Act 23, Public Acts of 1993, the undersigned execute the following Articles:

ARTICLE I

The name of the limited liability company is: Robertson Brookdale L.L.C.

ARTICLE II

The purpose or purposes for which the limited liability company is formed is to engage in any activity within the purposes for which a limited liability company may be formed under the Limited Liability Company Act of Michigan.

ARTICLE III

The duration of the limited liability company if other than perpetual is:

ARTICLE IV

1. The street address of the location of the registered office is:

6905 Telegraph Rd., Suite 200 Bloomfield Hills, Michigan 48301
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office if different than above:

(Street Address or P.O. Box) (City), Michigan (ZIP Code)

3. The name of the resident agent at the registered office is: Paul C. Robertson, Jr.

ARTICLE V (Insert any desired additional provision authorized by the Act; attach additional pages if needed.)

The business of the Company is to be managed by managers. The number of managers, or the manner of determining the number, and the procedures applicable to their selection shall be set forth in the Operating Agreement of the Company as same may be amended from time to time.

Signed this 26th day of February, 2005.

By James V. Clarke
(Signature of Manager)

James V. Clarke
(Type or Print Name of Manager or Organization)

**SADDLEBROOK
ESCROW AGREEMENT**

THIS AGREEMENT is entered into this 23rd day of September, 2005, between Robertson Brookdale, LLC., a Michigan limited liability company ("Developer"), and First American Title Insurance Corporation ("Escrow Agent"), through its duly designated representative for this purpose, Metropolitan Title Company.

WHEREAS, Developer has established or intends to establish Saddlebrook as a residential Condominium Project under applicable Michigan law; and,

WHEREAS, Developer is selling Condominium Units in Saddlebrook and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

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

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter the "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, The Condominium Buyer's Handbook and the Disclosure Statement.

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

A. Upon Withdrawal by Purchaser. The escrowed funds shall be released to Purchaser under the following circumstances:

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

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 26 thereof, Escrow Agent shall, within three business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

B. Upon Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release all sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built", are substantially complete.

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads, all major structural components of buildings, all building exteriors, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. Release of Funds Escrowed For Completion of Incomplete Improvements. Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. Release of Interest Earned Upon Escrowed Funds. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of Purchaser's withdrawal from a Purchase Agreement shall be paid to Developer.

F. Other Adequate Security. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

G. In the Event Elements or Facilities Remain Incomplete. If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under 103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall upon request give all statutorily required notices under 103b(7) of the Act.

(ii) If Developer, Saddlebrook Condominium Homeowners Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds

or security in escrow under '103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, Saddlebrook Condominium Homeowners Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under '103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and Saddlebrook Condominium Homeowners Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under '103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete. Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

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

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other

party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.

Except in instances of gross negligence or wilful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

5. **Notices.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

ROBERTSON BROOKDALE, L.L.C.
a Michigan limited liability company,
Developer
By: Robertson Brothers Co., a Michigan
corporation; Manager

By: /s/ James V. Clarke
James V. Clarke, President

6905 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48301
(248) 644-3460

FIRST AMERICAN TITLE INSURANCE
CORPORATION,
By its Agent: Metropolitan Title Company

By: /s/ Rikki M. Sarmiento
Rikki M. Sarmiento

30665 Northwestern Highway, Suite 150
Farmington Hills, Michigan 48334
(248) 687-0001

**THE RULES AND REGULATIONS
AS THEY APPLY TO THE
ARCHITECTURAL CONTROL POLICY**

SADDLEBROOK ASSOCIATION

Rules and Regulations as they apply to the Architectural Control Policies and Procedures

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Application for Alteration/Modification
Request for Final Inspection

SADDLEBROOK ASSOCIATION
RULES AND REGULATIONS AS THEY APPLY TO THE
ARCHITECTURAL CONTROL POLICIES AND PROCEDURES

POLICIES

To promote the aesthetic harmony and continuing attractiveness of Saddlebrook Condominium and to facilitate the beneficial operation of the residential areas thereof, Saddlebrook Condominium Association Board has adopted the following Architectural Control Policy, Rules and Regulations. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors and/or the Covenants Committee is responsible for the approval of alterations and modifications to all Limited Common Elements. The Condominium By-laws stated in Article VI, Section 4, contain the general requirements. They are:

Section 4. **Alterations and Modifications of Improvements in Units and Common Elements.**
The written approval of the Board of Directors and, during the Development and Sales Period, also the written approval of the Developer, shall be obtained by a Co-owner prior to making alterations, modifications or changes in any of the buildings, structures, Privacy Areas, Units or Common Elements, Limited or General, including, without limitation, the erection of antennas of any sort (including dish antennas which are addressed in Section 15 below), lights, aerials, storm doors, awnings, newspaper holders, mailboxes, or other exterior attachments or modifications. All exterior paints and stains shall be consistent with a uniform color scheme adopted from time to time, by the Association. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Developer and/or the Association shall respond to any request for approval of plans submitted under this Article VI, Section 4 within thirty (30) days after receipt of the same by Developer or the Association. If Developer or the Association fails to respond to such request within the thirty (30) day period, the request shall be deemed to be approved. If the Developer or the Association denies any such request for approval, the denial shall be in writing and shall state the reason for the denial.

General

1. The Board may appoint representatives to a Covenants Committee to enforce these policies and review applications for alterations and modifications.
2. Alteration and modification requests will be considered only if submitted in accordance with procedures established by Saddlebrook Condominium Association.

3. These requests shall be acted on in writing, within 30 days of receipt.
4. The initial approval granted by the Board or Covenants Committee shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to their permits and final inspections.
5. The Board reserves the right to use any authorities granted to it under the Master Deed and Condominium By-laws as well as any other rights available to enforce these policies and related procedures.
6. Once approved, alterations/modifications made by a Co-owner and/or contractor shall be done without expense or liability to the Association. Co-owners shall be responsible for the following but not limited to:
 - 6.1 Damage to sod, landscaping, final building grades, fences, irrigation system, and utilities during construction;
 - 6.2 Damage to neighboring units, both interior and exterior during construction;
 - 6.3 Injury to themselves, members of the public and workmen;
 - 6.4 Damage to their unit or neighboring units caused during or after construction as a result of improper construction or a change in drainage;
 - 6.5 Maintenance of decks, patios or landscaping installed in accordance with Article IV, Section 3 of the Master Deed;
 - 6.6 Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations;
 - 6.7 The subsequent removal of decks, patios or landscaping, as required to allow access to the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance;
 - 6.8 Removal of construction debris/trash shall be within two days of alterations/modification completion. No dumping on the site is allowed.
7. Alterations/modifications once started shall be completed in a timely manner, without delay.
8. The Association Board or its designated covenants committee or a property management company shall act as receiving agent for all alteration and modification problems, concerns, applications, correspondence and refunds of deposit.

9. The Association reserves the right to periodically inspect alterations/modification for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, request the same of Co-owner. Should Co-owner fail to comply, the Association reserves the right to arrange for needed maintenance and charge Co-owner for same plus a 10% service charge for arrangements made.

Specifics

1. Approved alterations shall be constructed only within the unit or privacy area as defined in Exhibit "B" to the Master Deed and as further restricted below. Improvements by co-owners in the general common elements require Board approval and acknowledgement of co-owner responsibility for on going maintenance of such improvements.
2. Approved alterations shall not impair the view, privacy and/or enjoyment of neighboring units. It will be generally required that:
 - 2.1 Each unit within Saddlebrook is allowed to have a privacy area in the rear of the unit. The privacy area can be the width of the home, but no closer than 15 feet from the privacy area of the adjacent home and can extend up to 15 feet from the homes rear most wall except where limited by utility easements or wetlands. Where limited, no structures including deck posts may be placed within the easement or wetlands, however elevated decks may be cantilevered up to 2' over the easement or wetlands.
 - 2.2 Existing grade shall not be changed to result in impaired water drainage for the home (or neighboring homes);
 - 2.3 Access shall be provided to enable outside utility meters to be read;
 - 2.4 The property management company shall be contacted when existing irrigation lines or sprinkler heads are to be moved. The Co-owner is responsible for moving heads and costs related thereto;
 - 2.5 The Co-owner is responsible for locating all underground utility lines including the building's sump lines.
3. The installation of approved alterations shall not prevent the Association from performing normal maintenance and repair work.
4. Approved alterations shall be in conformance with the architectural standards of the Association.

- 4.1 Deck finish material shall be western red cedar (#2 construction grade or better) or pressure treated ponderosa pine. Composition deck materials must be approved by the Board prior to purchasing and installation.
- 4.2 Deck railings, privacy fences and skirt or fascia boards will be stained the appropriate color as designated by the Association.
- 4.3 If a gate is installed on a deck, the gate shall be constructed of the same materials as the deck railing and shall appear as a continuation of the deck railing;
- 4.4 Hardware used to hang and latch the gate shall be made of solid brass or wrought iron and shall not show on the outside of the railing or the gate. Use only strap or butt hinges;
- 4.5 If an existing deck is modified to incorporate a gate and steps, structural support for the modified deck shall meet local municipality specifications and building codes;
- 4.6 Deck floors may be sealed. As soon as weather permits after move-in use Seasonite brand "New Wood Stabalizer". After weathering, a minimum of 6 months, power-wash the deck and apply an oil based clear sealer such as Penofin. It is the Co-owner's responsibility to maintain his/her deck floors.
5. Exterior front door speakers may only be installed on the side walls, adjacent to the door on the front entry porch.
6. Rear deck speakers shall be prohibited.
7. Exterior remote keyboards for Co-owner's security system shall be prohibited as well as any exterior sirens, emergency warning lights except as required by the Fire Marshall.
9. Exterior key or keyless garage door remote switches shall be installed on the garage door side jamb. Pad covers (if available) may be gray, black, neutral colored plastic or anodized aluminum.
9. No more than four alarm decals per home shall be allowed. The decals' size shall not exceed 4 1/2" by 3". The recommended location for decals is the lower corner of an operating door or window.
10. Interior window treatment (blinds, drapes, curtains, shutters, etc.) backing shall be white or off white in color. Wood window treatments shall be white or off white or the natural color of the wood exclusive of Ebony (Black) or Mahogany. Clear leaded glass window treatments shall be allowed. "Sun catchers" and other colored glass window decorations/treatments are excluded.

- 10.1 All temporary window coverings must be replaced with permanent window treatments within 8 weeks of the closing date on the home.
11. Window reflective film treatment allowed in tints only manufactured by US Lamco, Inc. or equivalent shall be allowed on the inside of windows and door walls. The film shall have no more than 30% reflectance and three tints are allowed, 50% NT (light), 35% NI (medium), and 25% NI (dark) gray. Please note: applications applied directly to glass typically voids any manufacturer's glass warranties. In addition, when replacing the glass on windows, Co-owners may elect to use factory reflective treated glass in the same tints and colors approved for the film above.
12. Window and door screens shall be the same color as originally installed on the units.
13. Annual flower plantings shall be allowed in the general common elements if:
 - 13.1 Annual plantings may be located in existing mulch beds, including mulched areas around the trees;
 - 13.2 Plantings are compact annual flowers or spring-flowering bulbs, not exceeding 15" in height at maturity;
 - 13.3 Annual plantings do not interfere with shrub maintenance;
 - 13.4 Annual plantings are Co-owner maintained and must be removed by November 1st each year;
 - 13.5 No other plantings or landscaping additions shall be allowed, nor shall any shrubbery or mulch be removed from the beds, without prior board approval.
14. Flower pots shall be allowed to be placed on the unit (but not driveways, walks, sidewalks or mulch beds) as follows:
 - 14.1 No more than three pots on the front porch. The pots may be cylindrical, square or multiple sided in shape only;
 - 14.2 Pots shall be neutral, terra-cotta or black colored, and made of clay, (glazed or unglazed), wood, concrete, plastic or any other weather resistant material;
 - 14.3 Pots shall be well maintained and in good repair by Co-owner;
 - 14.4 Pots shall be removed by November 1st each year by Co-owner. Evergreen potted plants may be left out year around. The Association shall not be responsible for damage to pots due to snow removal activities.

15. Hanging flowers and suspended flower boxes shall be allowed on rear decks (and not on front porches) as follows:
 - 15.1 No more than two hanging flower pots shall be allowed per sliding glass door wall;
 - 15.2 Hanging pots shall be simple cylinder, standard clay pot or standard hanging pot shape;
 - 15.3 Hanging pots shall be white, neutral or terra-cotta colored, and made of clay, plastic, moss or other weather resistant material;
 - 15.4 Hanging pots shall be hung by natural or white colored roping or wire, using rust-resistant brackets and screws fastened to trim facing or joists.
 - 15.5 Suspended flower boxes shall be neutral, natural, or terra-cotta colored, and made of clay, plastic, wood, or other weather resistant material;
 - 15.6 Suspended flower boxes are to be hung from the top of the deck railing, using removable brackets (with no screws or nails) made of a rust-resistant material;
 - 15.7 Shepherd hook with hanging pots are allowed in the mulch area immediately adjacent to each home as follows: Not more than one Shepard hook per home. They may be up to 86" in overall height, with not more than two plant hangers on the hook. The hooks shall be made of wrought iron in black, dark green, or dark brown color throughout. Design must be simple, without decorative scrollwork, designs or insignias. Pot color, material, roping or wire shall be consistent with those for hanging pots. Their placement in the mulch must not interfere with underground lines, shrubs, trees or maintenance of the area. They must be used for hanging flowers only.
 - 15.8 Hanging pots and suspended flower boxes shall be well maintained and in good repair by Co-owner;
 - 15.9 Hanging pots and suspended flower boxes are to be removed by November 1st each year by Co-owner.
16. Wind chimes, wind socks, thermometers or any other item shall not be hung outside the home. A wreath may be hung on or near the front door.
17. Bird feeders shall be allowed on the rear decks or privacy areas where they will not infringe on neighbors privacy of enjoyment of their deck or privacy area.

18. Front porch may have furniture placed on it, this furniture shall be functional (as opposed to decorative) and well maintained. Collapsible style furniture shall be stored inside.
19. Deck Furniture: It is recommended that rear deck furniture be stored indoors during the winter season. If it remains outdoors during the winter months it should be secured against movement to prevent damage and it must not exceed the height of the railing. If the furniture is covered it must be with a neutral colored material. Only furniture and gas grills may be kept on the deck during the winter months, with the exception of flower pots (see exclusion under flower pots 14.4), and nothing may be stored beneath decks.
20. Flags may be displayed by Co-owners on their homes garage door jamb.
 - 20.1 Flags shall not exceed 3' by 5' in size;
 - 20.2 Flag pole holders shall be cast brass, without ornamentation;
 - 20.3 Flag holder must be mounted on the garage door jamb trim.
 - 20.4 Flag poles shall not exceed 72" in length nor 1" in diameter;
 - 20.5 Flags shall be well maintained and in good repair by Co-owner.
21. Storm doors model Anderson HD 3000 fullview door in Sandstone. Options such as corner grills or insignias shall not be permitted. No metal or steel security doors shall be allowed. Equivalent doors must be approved by the Board of Directors.
22. Door knockers and kick plates shall be permitted as follows:
 - 22.1 Door knockers and kick plates shall be well maintained and kept in good repair by Co-owner.
23. Decorative objects, such as statuary or bird baths, are not allowed on the front porch or in any of the shrub or mulch beds, in the driveways or in the general common Elements.
24. Vehicles parked outside of garages shall not be covered by a tarp, car cover or any other materials.
25. Holiday decoration for Easter, Halloween, and Thanksgiving may be displayed one week prior to the holiday and must be removed the day after the holiday. No lights may be placed on the outside of the home or displayed inside the windows during these holidays.

26. DECEMBER HOLIDAY DECORATIONS: These guidelines have been designed to allow flexibility for each individual Co-owner and yet still maintain aesthetic harmony within the community:
- 26.1 One wreath or decoration is permitted on or near the front door. Please do not nail or screw into the door. The wreath may be fastened to the trim but not the siding;
 - 26.2 One green wreath or red bow is allowed on each garage light;
 - 26.3 Non-blinking lights are allowed on front and rear trees and shrubs. All lights must be clear or white;
 - 26.4 Non-blinking lights and/or rope garland is permitted on deck rails;
 - 26.5 Lights around the interior or exterior of the windows are not permitted;
 - 26.6 Exterior lighted or unlighted figures, etc. are not allowed;
 - 26.7 Interior lighted figures prominently visible to the exterior are not permitted;
 - 26.8 All December holiday decorations should not be installed or operated prior to Thanksgiving and must be removed no later than January 15th.
27. Paver and colored embossed concrete patios will be allowed in the Privacy Area as defined in Exhibit "B" to the Master Deed and the Master Deed, in accordance with the following specifics.
- 27.1 The design of the patio is to be submitted for approval by the Board of Directors. The design submission must include all applicable dimensions (i.e. height, width, and depth), notation of steps, and height of steps, pattern of paver bricks, style and color of retaining wall and paver bricks, if concrete; the embossing pattern and concrete color. It is required that the installation contractor provides the design to the Co-owner for submission to the Board. Both top and side view drawings will be required for approval by the Board. At no point may a patio be constructed outside of the privacy area, into general common element. The approved patio shall not impair the view, privacy, and/or enjoyment of neighboring units.
 - 27.2 Raised patios must meet all applicable building codes in effect at the time of construction of the patio, concerning allowable height and depth of steps. Raised patios using a retaining wall stone must have the stone type and stone color approved by the

Board of Directors.

- 27.3 Minimum thickness of paver bricks is 60mm. Minimum concrete thickness is 3 $\frac{1}{2}$ ".
- 27.4 Drainage is required on all raised patios. If using a retaining wall, the manufacturer's specifications for placement of a 4" perforated drainage pipe must be strictly followed. The discharge of the pipe must be esthetically pleasing. The water from the discharge may not enter a neighbors yard or privacy area, and must be located so that discharged water entering the General Common Element does so that it drains properly. No ponding of water in the General Common Element due to discharged water will be allowed.
- 27.5 All downspouts from gutters attached to the home must be buried under the paver patio, and exit to the lawn area by use of a green colored 4" P.V.C. pop-up cap.
- 27.6 It is the Co-owner's responsibility to assure the restoration of all Common Elements to the condition they were in before the start of the patio construction. This includes any access through lawn areas, landscape beds, driveways, and sidewalks. A contractor of the Association's choosing must install all irrigation lines and heads that must be relocated due to the installation of a patio. All spoils of dirt generated from the excavation of retaining walls, and patio sub-base must be removed from the development at the Co-owner's expense. Any grass in the patio area must be completely removed and disposed of properly, off the development at the Co-owner's expense.
- 27.7 Care must be taken when working around and above the sump pump discharge lines. If repair of the sump pump line or other underground utility is required in the future, or access is required for the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance, it will be the Co-owner's responsibility to remove and restore that portion of the patio, and or retaining wall that is above and within the work area.
- 27.8 Time of construction is of the utmost importance to the Association, as the construction of patios is disruptive to the General Common Element, and the enjoyment of its use during construction. Weather permitting, all patios and retaining wall construction must be complete within five consecutive days. All remaining building materials and removed spoils must be removed from the development, and General Common Elements restored to prior conditions by the sixth work day from the start of construction (weather permitting).

- 27.9 It is expected that ground settlement may occur in the area that was disturbed by the original construction of the home within the, or privacy area. It is the Co-owner responsibility to repair and restore any portion of the patio that settles or shifts from its original installed grade, as inspected by the Board. The Developer and the Association assume no responsibility for repairs needed to a patio due to ground movement below the patio. The Co-owner shall have any repairs made to the level of the patio in a time frame as established by the Board in writing to the Co-owner. The Association reserves the right to inspect and request repairs to the patio as deemed necessary by the Board of Directors. Such requests will be in writing to the Co-owner. Failure to accomplish the requested repairs within the time frame specified shall be cause for the Association to hire a contractor to complete the repairs done and charge the Co-owner for expenses, including administrative and legal, incurred due to the repair, plus 10% service charge for making the arrangements for repairs. The Co-owner will be notified in writing prior to the Association exercising its right of self-help, if the Co-owner fails to perform repair within the designated time frame.
- 27.10 Prior to construction, the Co-owner is required to submit an "Application for Alteration/Modification," and after construction, submit a "Request for Final Inspection," form to the Board of Directors for approval.
- 27.11 A construction bond of \$500.00 is required to be submitted with the documents listed in 27.10, above.
28. Decorative front entry walks and driveway boarders, replacement of front walks with paver bricks or embossed colored concrete will be allowed following the same rules as outlined in #27 for patios. Decorative driveway boarders using paver bricks or embossed colored concrete shall also be allowed in accordance with the patio rules. Prior approval of all such work must be obtained from the Board of Directors. In accordance with the Master Deed article IV section (b) (i), a co-owner making such modifications to their walk or drive may be assessed costs for snow removal, repairs, maintenance, or replacement.

SADDLEBROOK ASSOCIATION
APPLICATION FOR ALTERATION/MODIFICATION

I hereby apply for permission to make the following alterations in or around my residence.

I acknowledge receipt of The Rules and Regulations as they Apply to the Architectural Control Policy, have reviewed them, and agree to abide by them.

I hereby certify that this work will be performed in accordance with all applicable state and local codes and regulations, and in accordance with all Association Policies and Procedures.

Co-Owner: _____

Unit #: _____

Co-Owner (s): _____

Phone #: _____

Unit Address: _____

Phone #: _____

Contractor's Name: _____

Address: _____

Phone #: _____

Co-Owners Signature

Contractor's Signature

Date: _____

Date: _____

Check #: _____

SADDLEBROOK ASSOCIATION

APPLICATION FOR ALTERATION/MODIFICATION

Co-Owner Name (s): _____ Permit: _____

Address: _____

Phone #: _____

I hereby apply for final inspection of the following alterations, requested by me on _____, 200_____, and approved by the Association on _____, 200_____, and which is secured by a cash bond in the amount of \$500.

I also request, upon Association approval, the release of, the aforementioned cash bond.

I acknowledge that the Association inspection is only an inspection for conformity to the aforementioned approval. I release the Association from any responsibility for the adequacy of the installation/alteration as it relates to:

- a. Conformity to local municipality requirements
- b. The adequacy of construction specification
- c. The quality of workmanship
- d. The soundness or safety of the improvement

Date: _____

Co-Owner Signature

Date: _____

Co-Owner Signature

Note: A copy of the Township final inspection must be attached.

DISCLOSURE STATEMENT

SADDLEBROOK

DEVELOPER

ROBERTSON-BROOKDALE, L.L.C.
6905 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48301
(248) 644-3460

Saddlebrook is a 27-unit residential condominium which may be reduced in size to no less than two units on or before October 20, 2011, which time period may be extended as provided in the Michigan Condominium Act.

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

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

October 2005

SADDLEBROOK

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DISCLOSURE STATEMENT

SADDLEBROOK

I. Introduction

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

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

II. The Condominium Concept

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

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components ("common elements") of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an amendment adding units is recorded, the taxes and assessments for the units covered by the Master Deed or amendment usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Saddlebrook Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. Size, Scope and Physical Characteristics of the Project. Saddlebrook is a 27-unit residential condominium project located off of McClumpha Road in Plymouth Township, Michigan. Each unit enjoys the exclusive use of a privacy area, the location for which to be confirmed on as-built plans.

B. Utilities. Saddlebrook is served by public water, sanitary and storm sewers, gas, electric and telephone service. Gas service is furnished by Consumer Energy and is individually metered to each unit for payment by the co-owner, electricity is furnished by DTE, telephone service is provided by SBC and cable service is provided by Comcast. All utilities, other than any utilities provided to service the common areas, will be separately metered for payment by the individual unit owners. To the extent not maintained by a government entity, the costs of maintaining the trunk lines and mains for the water, sanitary sewer and storm water systems serving the project will be borne by the Association.

C. Road. The road and road right-of-way servicing Saddlebrook is private and will be maintained (including, without limitation, snow removal) by the Association. Replacement, repair and resurfacing of the roadway will be necessary from time to time as circumstances dictate. It is impossible to estimate with complete accuracy the costs of future roadway repair or replacement. It is the Association's responsibility to inspect and to perform a preventative maintenance of the road on a regular basis until such time, if ever, they are dedicated.

D. Reserved Rights of Developer.

(1) Contraction of Project. The Developer has reserved the right to reduce the size of the project to no less than two units any time on or before October 20, 2011, which time period may be extended pursuant to Section 67(3) of the Michigan Condominium Act.

(2) Convertible Areas. The Developer has reserved the right, at any time on or before October 20, 2011, to modify the units and common elements.

(3) Improvements and Landscaping. Until all of the units in the project have been sold, no exterior modifications of any type may be made without the Developer's approval.

(4) Conduct of Commercial Activities. The Developer has reserved the right, until all of the units in the project have been sold and it no longer holds an interest in land for development within five miles of the project, to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

(5) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(6) Easements.

(a) For Maintenance, Repair and Replacement. The Developer has reserved such easements over the condominium project (including all units and common elements) as

may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) **For Use of Utilities.** The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the exercise of its rights with respect to the contraction of the project or the development of separate projects on the land, if and when, withdrawn. The Developer has also reserved the right to grant easements for utilities to appropriate governmental agencies and public utilities.

(c) **For Use of Road.** The Developer has reserved easements and rights of use over any road and walkways that may be located in the project for the purpose of ingress and egress to and from all or any portion of the land that hereafter may be withdrawn to the project, regardless of how such land ultimately may be used.

(d) **New England Corners.** The Project is subject to a certain Declaration of Roadway Easement recorded in Liber 20643, at Page 807, Wayne County Records, as amended, in which certain rights for access and utilities have been reserved for the benefit of adjacent property.

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

(8) **Cluster Option Agreement.** The Developer has entered into a certain Cluster Housing Agreement with the Township of Plymouth that provides, among other things, the right for the Township of Plymouth to enter the Project and undertake the maintenance, repair and replacement of General Common Elements in the event the Association fails to do so.

E. Mold. Mold is a naturally occurring type of fungus which is necessary for the natural decomposition of plant and other organic material. Mold spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. All mold is not necessarily harmful, but certain strains have been shown to have adverse health effects in susceptible persons. Experts disagree about the level of mold exposure that may cause health problems and about the exact nature and extent of the health problems that may be caused by mold.

In order to grow, mold requires a food source. Many items found in a home may serve as a food source, such as fabric, carpet, drywall, wood and insulation, to name a few. The proper temperature, between 40° F and 100° F, plus moisture, also encourage mold growth.

Developer neither has nor claims any expertise in mold growth, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of mold. The Developer also has no control over this natural occurrence. Owners will want to take steps to reduce the occurrence of mold growth. For further helpful hints that can reduce mold growth, owners can consult the EPA's website at <http://www.epa.gov/iaq/molds/moldguide.html>. Owners can also consult their Homeowner's Guide delivered at the time their purchase agreement was executed.

F. Emergency Vehicle and Service Vehicle Access Easement. There shall exist for the benefit of the Township of Plymouth, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies.

G. Wetlands. A portion of the General Common Elements is identified on the Condominium Subdivision Plan as wetlands. This area can not be mowed, fertilized, weeded or otherwise maintained. No structures are also permitted in this area. There is no irrigation of this area and, therefore, the amount of natural rain fall will affect the quality of plant life in this area.

IV. Legal Documentation

A. General. Saddlebrook was established as a condominium project pursuant to the Master Deed recorded in the Wayne County Records and contained in the Saddlebrook Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VII of the Master Deed contains the provisions relating to contraction of the project, Article X covers easements, Article XI covers the provisions for amending the Master Deed and Article XII provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

E. Architectural Controls The Board of Directors has adopted certain architectural controls, a copy of which is incorporated in the Purchaser Information Booklet.

F. Flood Plain. A portion of Saddlebrook lies within a "flood plain". A flood plain is a designation for a geographical area expected to have as least 1% chance of flooding within any given year as determined by the Federal Insurance Administration. Stated differently, such lands are thought to be subject to flooding once every 100 years. The flood plain has been depicted on the Condominium Subdivision Plan.

V. The Developer and Other Service Organizations

A. Developer's Background and Experience. Robertson Brookdale, L.L.C. was organized for the sole purpose of developing Saddlebrook.

Some of the principals in Robertson Brookdale, LLC are also principals of Robertson Jamieson Corporation which was established in 1966 and which has been extensively involved in the field of condominium development since 1971. Included among the condominium projects which Robertson Jamieson Corporation has established are Adams Woods, The Highlands of Adams Woods and The Ravines of Adam Woods - all located in the Township of Bloomfield; Bingham Woods and Bingham Pointe located in the Village of Bingham Farms; Village Pines Condominium located in the Village of Beverly Hills, and Braewyck Village, Southkirk Village, Collinwood Village, Cambridge Village, and Lochmoor Village, all located in The Heathers Community in the Township of Bloomfield. Certain principals of the Developer have also been involved in the establishment of Huron Chase located in Ann Arbor; the Links of Pheasant Run Condominium, Links West of Pheasant Run Condominium, The

Ravines and the Links of Fellows Creek all located in the Township of Canton, Northpointe Village III and Chatfield Commons in Troy, The Links of Northville Hills Golf Club Condominium and Northville Hollow Condominium in Northville, Hancock Square Condominium in Detroit, The Willits in Birmingham, Links of Independence in the Township of Independence (experience of Cohen Homes needed), The Villas of Northwyck and The Townes of Northwyck, both located in Troy, Michigan and Heritage at Tribute, and Legacy at Tribute located in Wixom, Michigan.

B. Affiliates.

(1). Sales Agent. An affiliate of the Developer, Robertson Brothers Co., 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, is both a licensed builder and a licensed real estate broker, and has been extensively involved in the development and sale of residential real estate for approximately 58 years, including Hidden Woods in the Township of Bloomfield, Hidden Ravines in the City of Birmingham, Hickory Glen Condominium in the City of Bloomfield Hills, The Heathers Community in the Township of Bloomfield, Huron Chase in the City of Ann Arbor, Links of Pheasant Run, Links West of Pheasant Run and The Ravines Condominium in Canton Township and The Links of Northville Hills Golf Club Condominium and Northville Hollow Condominium located in Northville Township, Northpointe Village II and Chatfield Commons in Troy, Hancock Square Condominium in Detroit, The Willits in Birmingham, and Links of Independence in the Township of Independence, The Villas of Northwyck and The Townes of Northwyck in Troy, and Heritage at Tribute and Legacy at Tribute in Wixom. Robertson Brothers Co. will be handling the sales in Saddlebrook.

(2). Title Agent. The title agent through whom the Developer will be obtaining the commitment for an owner's title insurance policy is RB Title Agency, LLC. Certain principals of RB Title Agency, LLC are also principals of the Developer. Purchaser has received from Developer a separate "Affiliated Business Arrangement Disclosure Statement" in which Purchaser acknowledges this affiliation.

C. Lender Marketing Arrangement. The Developer has entered into a marketing arrangement with Pioneer Mortgage Company. Pioneer Mortgage Company is one lender available to purchasers of units in the Condominium. Purchasers are NOT obligated to obtain their financing from Pioneer Mortgage Company.

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

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in the Saddlebrook Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer. The size of the Board shall be three members.

Within 120 days after closing the sales of 25% of the units that may be created, one of the directors will be selected by non-developer owners; and within 120 days after closing the sales of 75% of the units that may be created, the non-developer owners will elect all of the directors, except that the Developer will have the right to designate at least one director as long as it owns at least 10% of the units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 1/3 of the units that may be created or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 50% of the units have been sold and must be held on or before the expiration of 120 days after 75% of the units have been sold or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. All of the units in Saddlebrook have equal percentages of value. The percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

(1) Budget. The Condominium Bylaws require that the Board of Directors of the Condominium Association adopt an annual budget for the operation of the Project and the Declaration likewise provides that the Community Association determine and levy assessments in advance. The present budgets for both Associations were formulated by the Developer (which remains in control of both Associations) and are intended to provide for the normal and reasonably predictable expenses of administration of the Condominium Project and the Community Areas and include reserves for major repairs to and replacement of Condominium Common Elements and Community Areas. Inasmuch as the budgets must necessarily be prepared in advance, they reflect estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the Condominium Project and the Tribune Community change in cost in the future, the budgets and the expenses of the Associations also will require revision. The initially proposed budget of the Condominium Association, formulated by the Developer, has been included as Appendix I to this Disclosure Statement and the proposed budget for the Tribune Community Association, also formulated by the Developer, has been included as Appendix II to this Disclosure Statement.

(2) Assessments. Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 2 of the Condominium Bylaws and Article VI of the Declaration. Assessments are based upon the percentages of value assigned to the units. Both Associations may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Condominium Bylaws and Article VI, Section 4 of the Declaration.

(3) Foreclosure of Lien. The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

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

If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, that mortgagee or purchaser and his or her successors and assigns are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by that mortgagee or purchaser and his or her successors and assigns.

D. Condominium Association Management Contract. Land Arc has been engaged to manage the Project. Professional management is not required by the Condominium Documents or the Declaration.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by First American Title Insurance Corporation or one of its wholly owned subsidiaries at or prior to closing, and that the policy itself shall be paid for by Purchaser, at Purchaser's sole expense. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining personal property, liability and other individual insurance coverage with respect to his unit and the dwelling located thereon, as well as all other improvements to the extent indicated in Article IV of the Bylaws. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

(1) Units are to be used only for single-family residential purposes.

(2) The terms under which the units may be leased are set forth in Article VI, Section 2 of the Bylaws.

(3) No animals shall be maintained or bred for commercial purposes. Detailed restrictions apply to the maintenance of an animal in the Condominium. Sanctions may also be imposed for violations of the Bylaws and Rules and Regulations, including, without limitation, imposition of monetary fines.

(4) There are substantial limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.

(5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

(6) No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed either at the entrance or be visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and during the Development and Sales Period from the Developer. None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Developer and Owners

A. Before Closing. The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Absent such security, funds retained in escrow are not to be released to the Developer until issuance of a certificate of occupancy, if applicable, conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

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

(2) Condominium Project Warranties. The Developer is warranting each of the dwellings constructed on the units against defects in workmanship and materials for a period of one year from the date of closing the sale of the pertinent unit, as more particularly set forth in the limited warranty which is contained in the Purchase Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer at its address appearing on the cover sheet of this Disclosure Statement within the applicable one year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Developer by telephone at the number shown on the cover of this Disclosure Statement. The warranty is extended only to the first purchaser of each unit and is not transferable. The warranty does not cover consequential or incidental damages. Further, any implied warranty is limited to the one-year period applicable to the Developer's express warranty. It is recommended that you examine the limited warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your unit. The standards to be used as a basis for evaluating the quality of the Developer's workmanship and the materials used to construct the Units, shall be the standards referenced in the Homeowners Guide to be delivered to Purchaser at signing of the Purchase Agreement. To the extent that the standard of workmanship and/or material for a particular item is not addressed in the Homeowners Guide,

then the standard to be used for that particular item shall be that contained in the Residential Construction Performance Guidelines prepared by the National Association of Home Builders (Second Edition).

(3) **Limitation of Liability.** DEVELOPER'S LIABILITY, WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE IS LIMITED TO REPAIR AND/OR REPLACEMENT OF THE DEFECTIVE WORKMANSHIP OR MATERIALS, BUT IN ANY EVENT NOT IN AN AMOUNT THAT IS MORE THAN THE NET PURCHASE PRICE. DEVELOPER SHALL NOT BE LIABLE OR RESPONSIBLE TO COMPENSATE OR INDEMNIFY PURCHASER FOR ANY DAMAGES, CLAIM, DEMAND, LOSS, COST OR EXPENSE RESULTING FROM AN ALLEGED CLAIM OF BREACH OF WARRANTY HEREUNDER WHETHER RELATING TO INJURY TO PERSONS, PROPERTY, OR OTHERWISE, OR RELATING TO THE PRESENCE OF ANY ENVIRONMENTAL CONDITIONS (WHETHER NATURAL OR MAN-MADE) OR ANY TOXIC OR HAZARDOUS WASTE, SUBSTANCE, OR CONTAMINATION, ON, OR UNDER THE UNIT, THE CONDOMINIUM OF WHICH THE UNIT IS A PART, OR THE REAL ESTATE ADJACENT TO OR IN CLOSE PROXIMITY WITH SUCH CONDOMINIUM. UNDER NO CIRCUMSTANCES SHALL DEVELOPER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES BASED ON CLAIMED DIMINUTION IN THE VALUE OF THE DWELLING, EVEN IF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF THE TRANSACTIONS UNDER A PURCHASE AGREEMENT MAY BE BROUGHT BY A PURCHASER MORE THAN EIGHTEEN MONTHS AFTER THE DATE OF THE CLOSING.

VIII. Purpose of Disclosure Statement

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

The Michigan Department of Labor & Economic Growth, Bureau of Commercial Services publishes The Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Labor & Economic Growth Bureau of Commercial Services, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Labor & Economic Growth, Bureau of Commercial Services.