

**Welcome to the
Brownstones of Westland
Condominiums**

**WELCOME TO THE
BROWNSTONES OF WESTLAND
CONDOMINIUMS**

The Association Board of Directors

President:	Ivory Whisenton
Vice President:	Karyn Skelton
Vice President:	Dianna Beers
Secretary:	Pat Doline
Treasurer:	Joan Morgan

The Board would like to take this opportunity to welcome the new and old co-owners.

We hope this packet will help you better understand the rules and regulations of the Association.

Enclosed you will find the By-Laws affecting this establishment:

- A. 3.01 "Act" - Michigan Condominium being Act 59 of Public Act of 1978.
- B. 3.02 "Association" - Non-profit corporation organized under Michigan law of which all co-owners shall be members.
- C. 3.03 "Association By-Laws" - Michigan non-profit organized to manage, maintain and administer the condominiums.
- D. 3.10 "Co-owner" - A person, firm, corporation, partnership, association, trust or any other legal entity.

BROWNSTONES OF WESTLAND CONDOMINIUMS

COMMONLY ADDRESSED SECTIONS OF BY-LAWS
FOUND IN MASTER DEED
BROWNSTONES OF WESTLAND CONDOMINIUMS

ARTICLE IV
COMMON ELEMENTS

4.03 Responsibilities for Maintenance, et cetera.

- (b) Decks and Porches.
- (h) Failure of Co-Owner to Maintain.

ARTICLE VI
RESTRICTIONS

Section 2. Leasing and Rental.

- (a) Right to Lease.

Section 5. Pets.

Section 6. Aesthetics.

Section 8. Vehicles.

Section 9. Advertising.

ARTICLE XI
REMEDIES FOR DEFAULT

Section 2. Assessment of Fines.

** *** *

GARBAGE PICKUP: Trash containers are to be out only when being serviced. Place containers out no earlier than 6:00 o'clock the night before and must be taken in no later than 7:00 o'clock the following night. Pickups may vary with holidays.

2008 - 2009 PROJECTS UPDATE

SECURITY GUARD.

As you are aware we had one home invasion and several attempts the last week of November, 2008. The security guard was a temporary solution to get us through the holidays with some sense of comfort.

FENCING IN PROPERTY.

The fencing of our northern and southern borders was constructed within the approval and restrictions of the City of Westland. The fences are functional in that they limit any trespassing of pedestrian traffic, thus, providing a more secure atmosphere for our residents.

OUTSIDE LIGHTING.

Per the City of Westland "Going Green" we will be required to update all outside lighting to more energy efficient bulbs/fixtures by the year 2015.

As you may have noticed on a few of our units, we have experimented with a few lighting options. After careful consideration, we have narrowed it down to one we think everyone could live with. We have attached a picture for your review.

Please note, this project will be done over time. We will start with the end units because they are hidden behind the trees and the new lights will give more illumination. We will then proceed to update the remaining units.

NOTE:

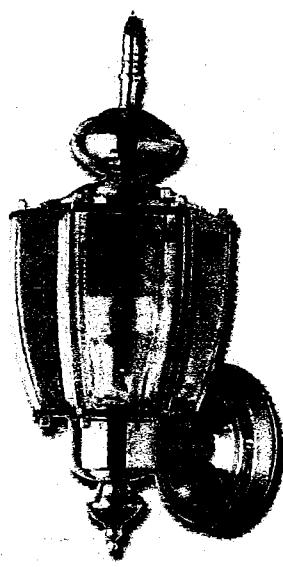
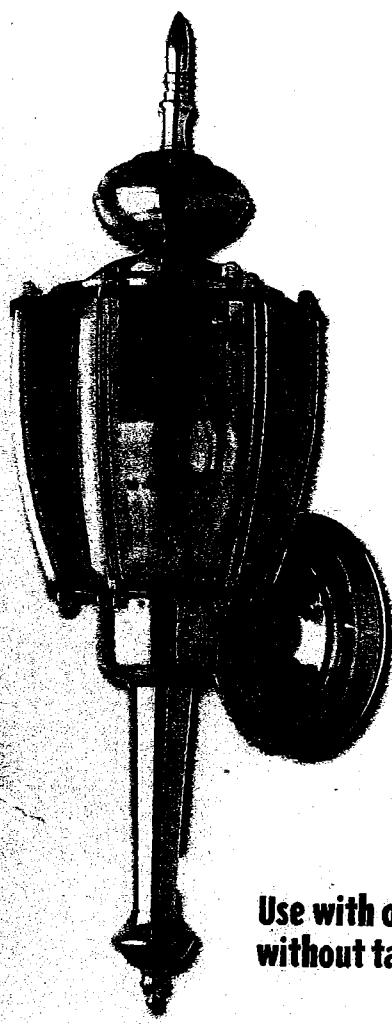
The previous boards have done an exceptional job in preserving our funds; therefore, these projects were funded from our reserve and there is NO increase in our association fee. Please keep in mind this complex is ten years old and will require future maintenance upgrades. We will address those issues as they arise.

ADDRESSING CONCERNS:

Any concerns you wish to address MUST be submitted in writing and forwarded to Timmons Management Co.

Respectfully,

Your Board of Directors



**Use with or
without tail**



7 61083 01231 0



**WAYNE COUNTY CONDOMINIUM SUBDIVISION
PLAN NUMBER**

EXHIBIT B TO THE MASTER DEED OF

**BROWNSTONES OF
WESTLAND CONDOMINIUMS**

CITY OF WESTLAND, WAYNE COUNTY, MICHIGAN

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

DEVELOPER

R & R DEVELOPMENT CORP.
36923 RYAN ROAD
STERLING HEIGHTS, MICHIGAN 48310
TEL. (810) 795-2853

SURVEYOR

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

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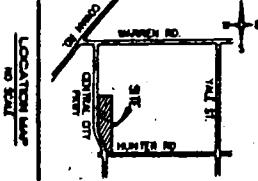
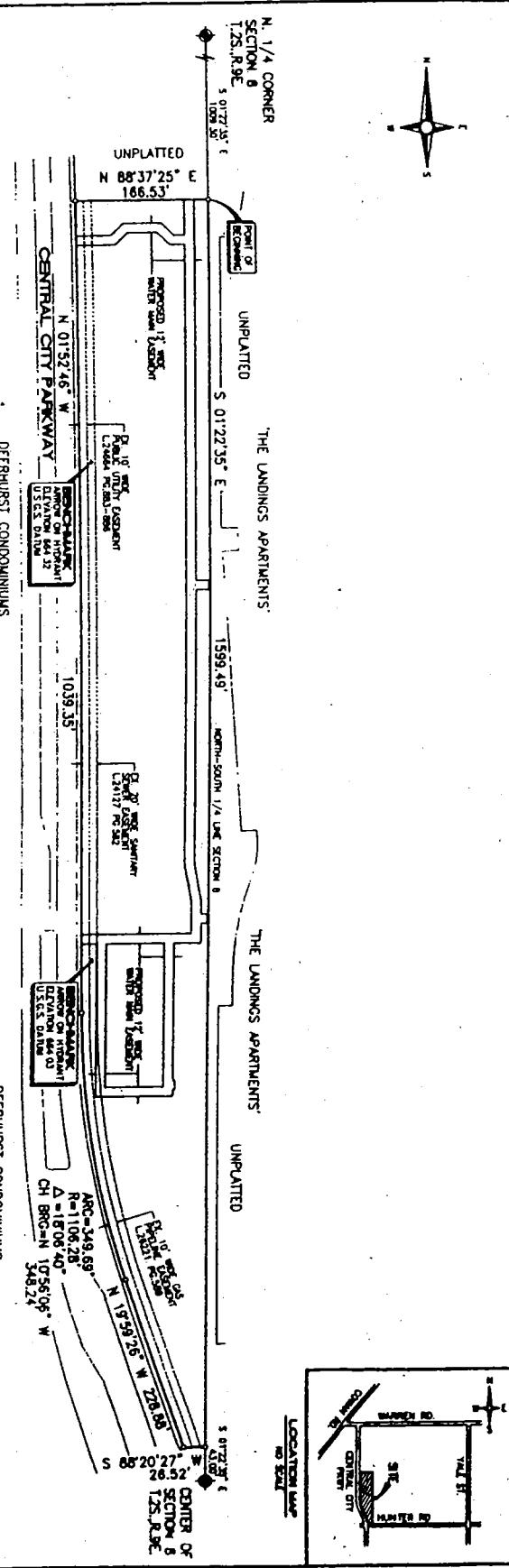
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|----|---------------------------|
| 1 | TITLE SHEET |
| 2 | SURVEY PLAN |
| 3 | SITE PLAN |
| 4 | SITE PLAN—CONTINUED |
| 5 | UTILITY PLAN |
| 6 | UTILITY PLAN—CONTINUED |
| 7 | PERIMETER PLAN |
| 8 | FLOOR PLAN—UNIT TYPE A |
| 9 | FLOOR PLAN—UNIT TYPE C |
| 10 | CROSS SECTION—UNIT TYPE A |
| 11 | CROSS SECTION—UNIT TYPE C |

ALDAMER CONSULTING, P.S.
NO. 22703

ISSUED 1-8-98

PROPOSED 1-8-98

JOB No. 3704
1



**SURVEYOR'S
CERTIFICATE**

I, ALLENDALE MCGOWAN, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN known as WAYNE COUNTY SUBDIVISION PLAN NO. 361, DATED FEBRUARY 25, 1981, AS SHOWN ON THE COPIES HEREOF, IS A TRUE AND CORRECT REPRESENTATION OF THE PROPERTY OWNED BY THE OWNER OF RECORD OR OWNERS IN COMMON AS SET FORTH THEREIN. IT IS FURTHER CERTIFIED THAT THE RECORDED DOCUMENTS, WHETHER DESCRIBED, THAT THE RECORDED DOCUMENTS CONCERN THE PROPERTY HEREIN DESCRIBED ARE CORRECT AND ACCURATE IN THE OPINION OF THE SURVEYOR. IT IS FURTHER CERTIFIED THAT THE ACTS OF 1976 AMENDMENT, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF 1976, AND THE BEARING AND DISTANCE SET FORTH IN THE SURVEY PLAN AS RECORDED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF 1976, PUBLIC ACTS OF 1976, AS AMENDED.

IMPROVEMENTS CONSISTING OF 1/2" DIA.
STEEL BARS INCUSED IN 4" DIAMETER,
X 12' LONG CONCRETE PIPE AT ALL POINTS
MARKED.

ALLENDALE MCGOWAN, P.S. NO. 21265
MCKEE & PRADA, PLLC
1101 21ST AVENUE, SUITE 500
PORTLAND, OREGON 97201

DATE 1-8-98



McKee & Prada, PLLC
Surveyors



DEERHURST CONDOMINIUMS
WAYNE CO. PLAN NO. 361
L 27002 PG. 148

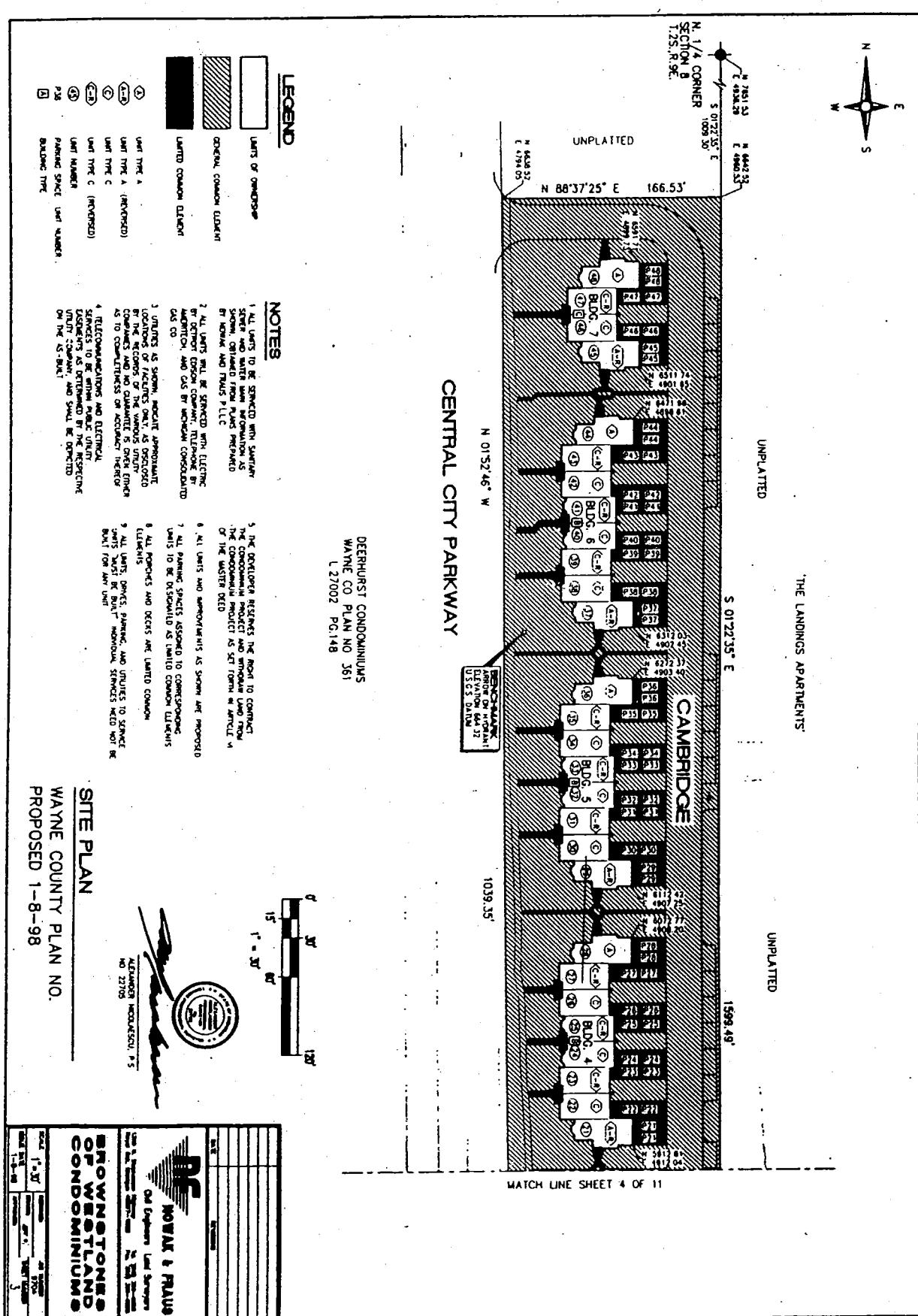
DEERHURST CONDOMINIUMS
WAYNE CO. PLAN NO. 361
L 27002 PG. 148

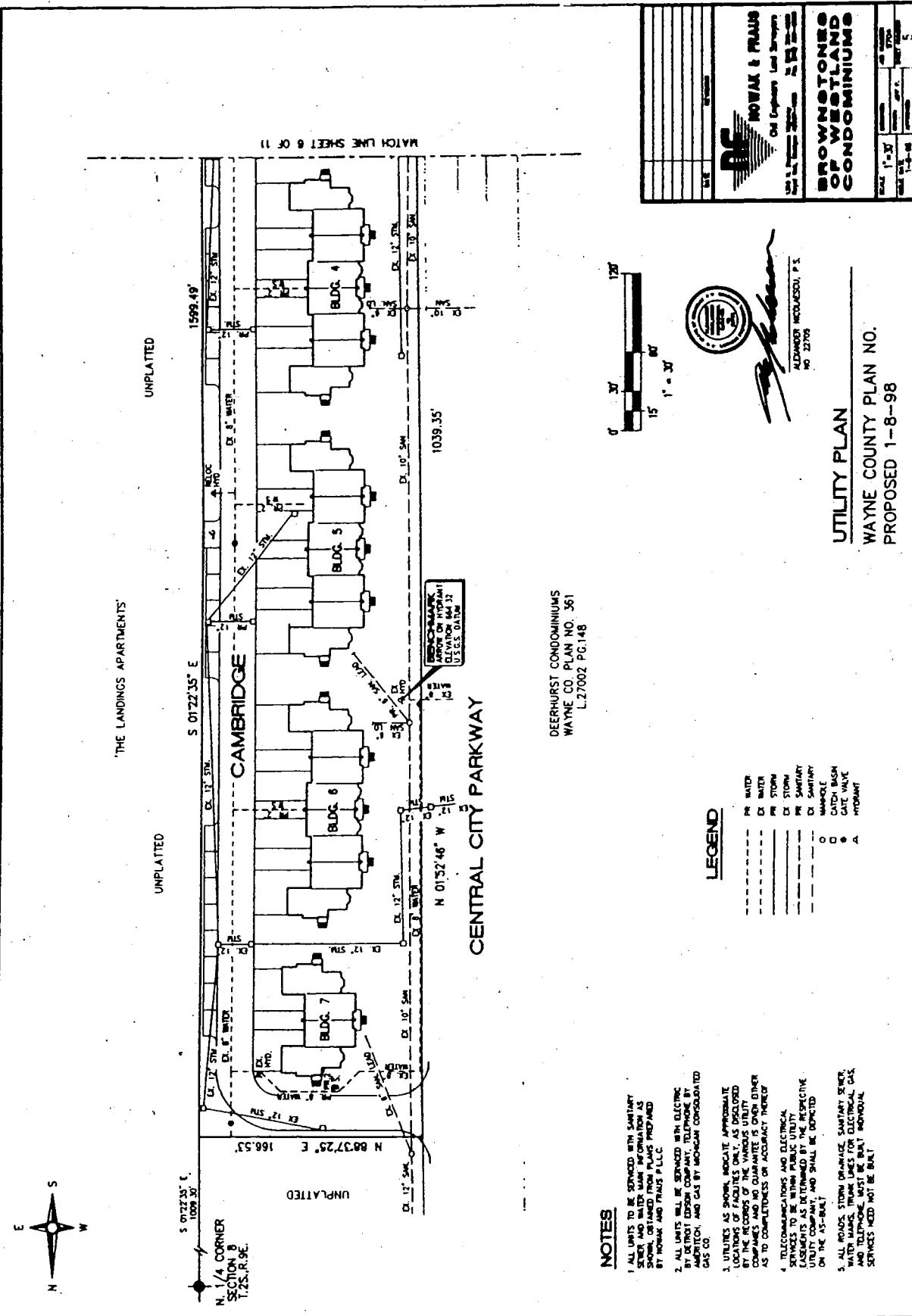
SURVEY PLAN
WAYNE COUNTY PLAN NO.
PROPOSED 1-8-98

Lot	Sub-Lot	Area	Frontage	Depth	Total Area
		0000'	00'	00'	0000'
		0000'	00'	00'	0000'
		0000'	00'	00'	0000'
		0000'	00'	00'	0000'

BROWNSTONES
OF WESTLAND
CONDOMINIUMS

BLOOD HAZARD NOTE
THIS PROPERTY IS NOT WITHIN THE RUGGED HAZARD AREA
AS INDICATED BY THE FLORIDA HAZARD MAP
2020.29 CODE, U.C. CITY OF WESTLAND CONDOMINIUMS
MUNICIPAL APPROVED, PROVIDING RESISTANCE
AND USE, AND APPROVED FOR HAZARD
ADMINISTRATION, EXTERIOR DATE JANUARY 17, 1993





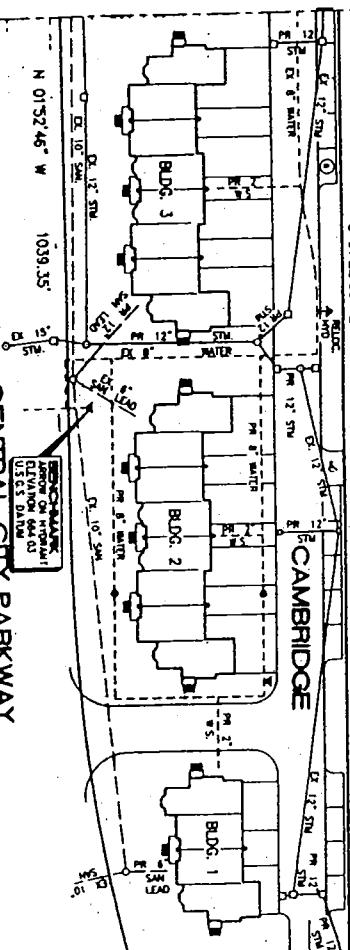


MATCH LINE SHEET 5 OF 11

'THE LANDINGS APARTMENTS'

UNPLATTED

UNPLATTED



ARC = 349.89'
Re = 106.38'
D = 180.40°
CH BRKWN 1036.06° W
348.24

DEERHURST CONDOMINIUMS
WAYNE CO. PLAN NO. 361
L-27002 PG. 148

NOTES

1. ALL UNITS TO BE SERVICED WITH SANITARY AND STORM SEWER. NEW INFORMATION IS NOT PROVIDED FROM PLANS PREPARED BY HORNADY AND FRASER PLLC.
2. ALL UNITS WILL BE SERVICED WITH ELECTRIC BY DETROIT EDISON COMPANY, TELEPHONE BY AT&T, AND GAS BY MICHIGAN CONSOLIDATED GAS CO.
3. UNITS AS SHOWN ARE NOT APPROXIMATE OR DRAFTS OF EXISTING UNITS AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS GIVEN OTHER AS TO COMPLETENESS OR ACCURACY THEREOF.
4. TELECOMMUNICATIONS AND DUCTWORK SERVICES TO BE PROVIDED BY THE RESPECTIVE CONTRACTORS AS DETERMINED BY THE RESPECTIVE UTILITIES AND SHALL BE PROVIDED ON THE AS-BUILT BASIS.
5. ALL ROADS, STORM DRAWDRAWS, SANITARY SEWER, WATER MAINS, TRUNK LINES FOR DUCTWORK, GAS, AND TELEPHONE, MUST BE BUILT INDIVIDUALLY. SERVICES NEED NOT BE BUILT.

LEGEND

- PE WATER
- PE STORM
- PE SANITARY
- CATCH BASIN
- OUT VALVE
- HYDRANT

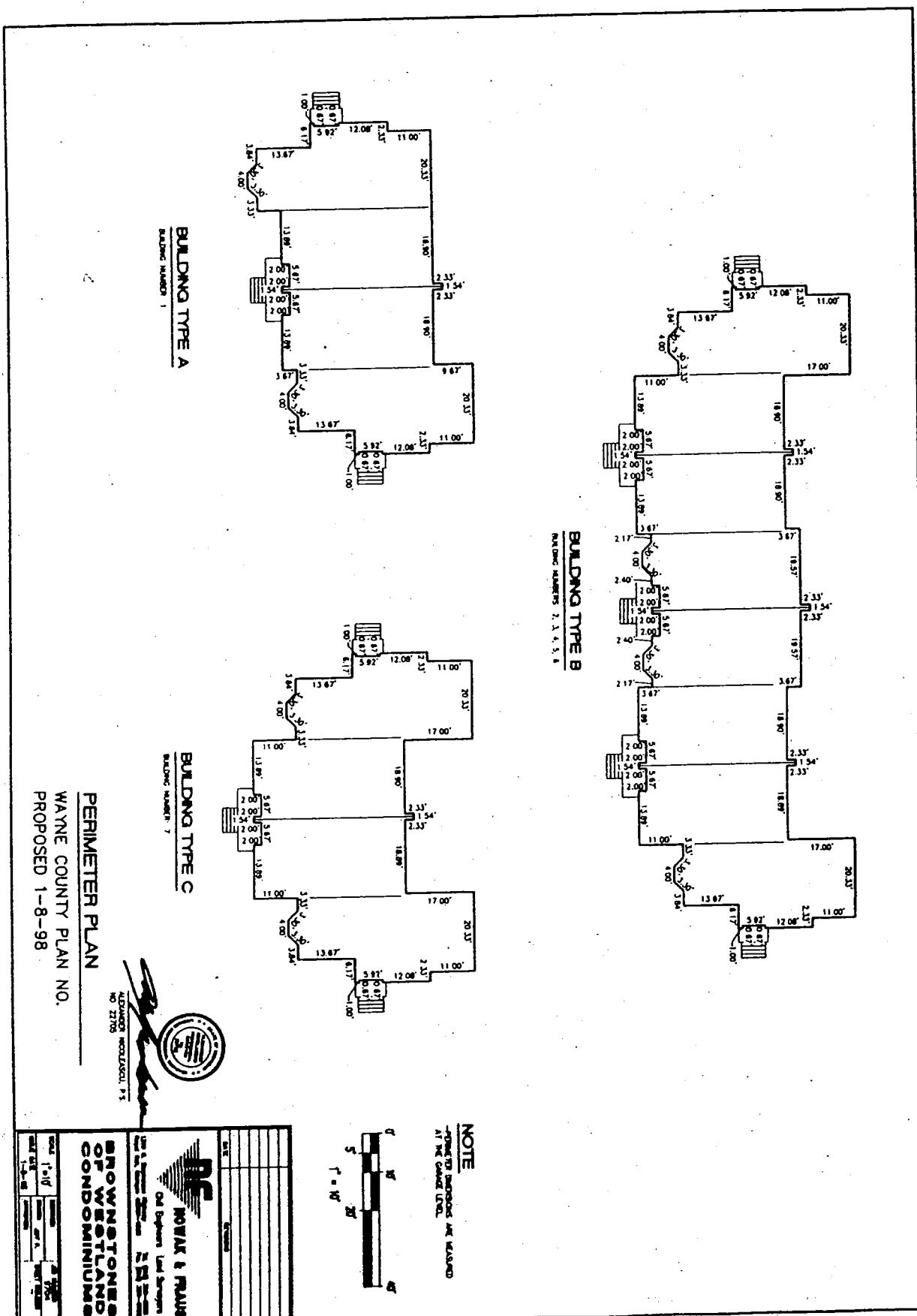
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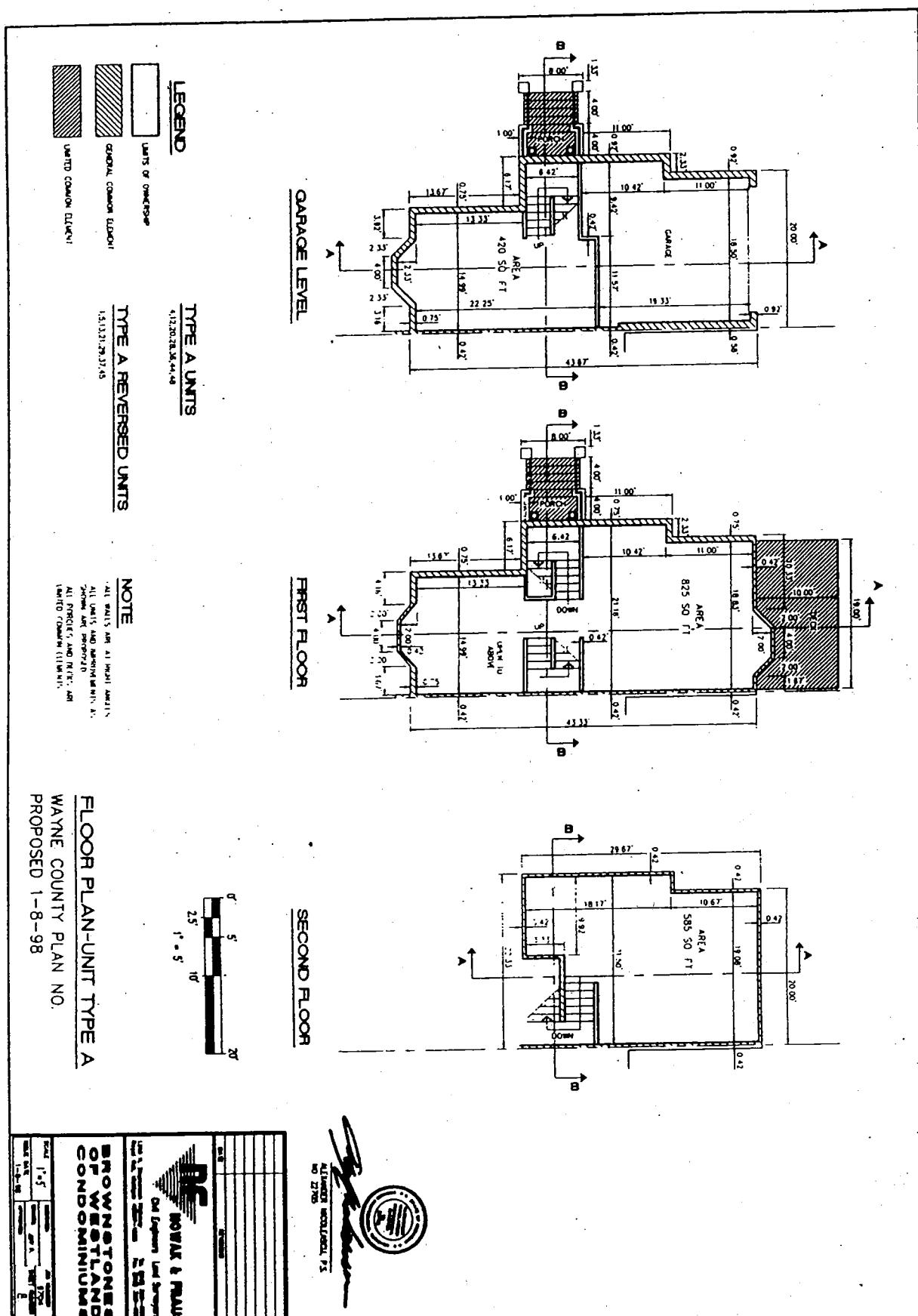
WAYNE COUNTY PLAN NO.
PROPOSED 1-8-98

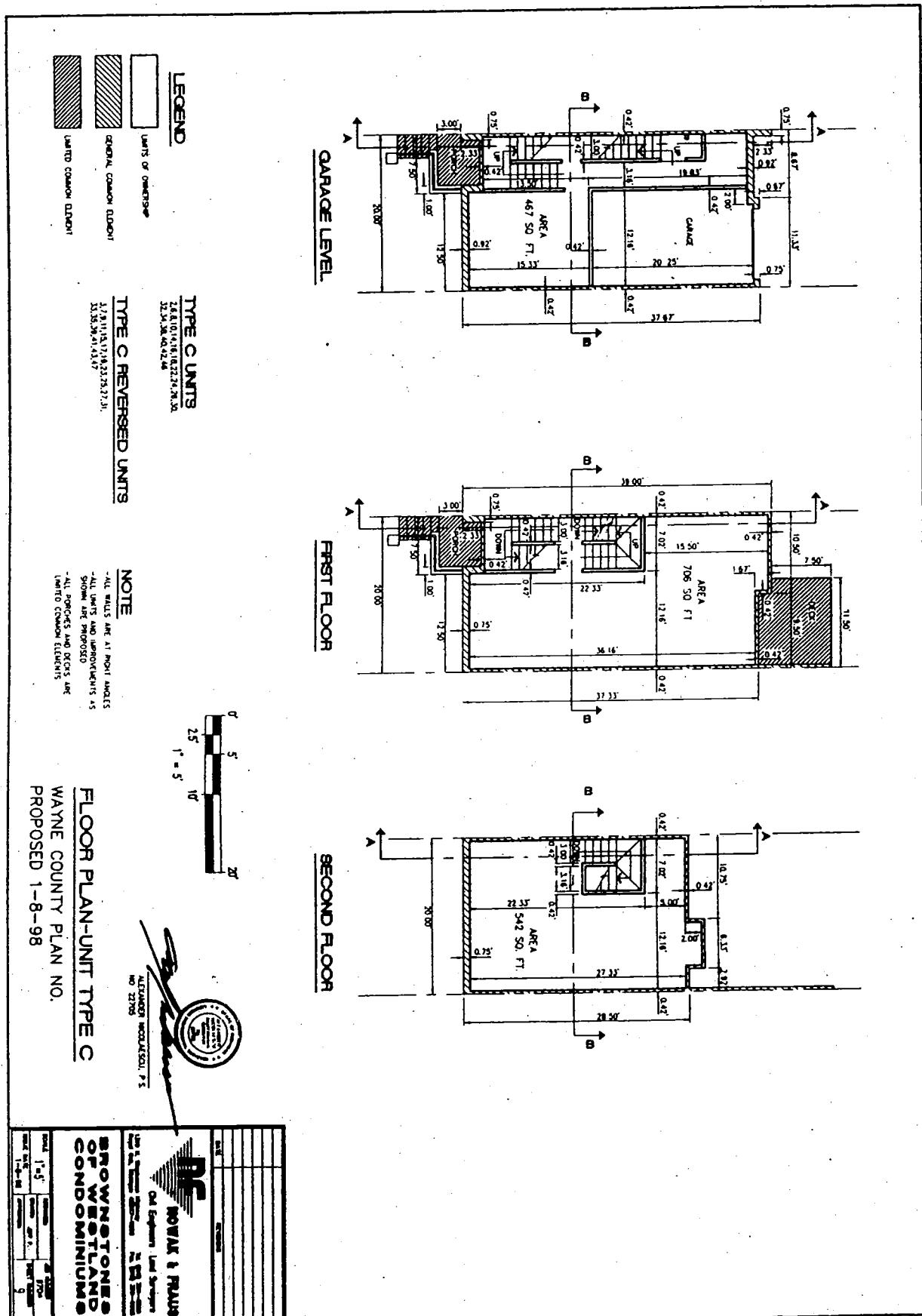
ALEXANDER WOLINSKI, P.S.
NO. 22705

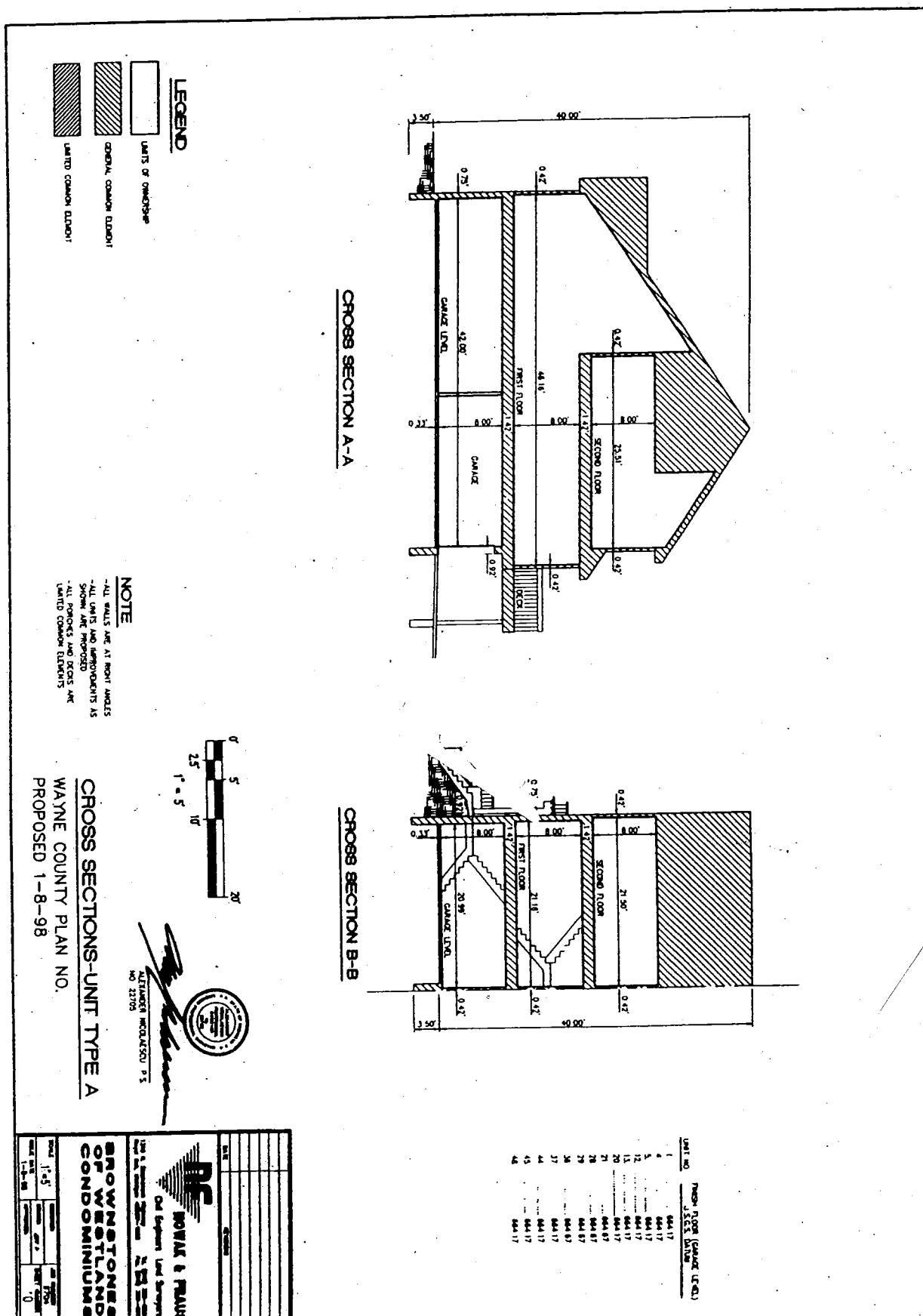
**BROWNSTONE
CONDOMINIUMS**
DETROIT & FRASER
LANDSCAPE ARCHITECTURE
DETROIT, MI 48202
TEL: 313.961.1000
FAX: 313.961.1001

FEET	1'-0"	2'-0"	3'-0"	4'-0"	5'-0"	6'-0"
FEET	1'-0"	2'-0"	3'-0"	4'-0"	5'-0"	6'-0"
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3'-0"						
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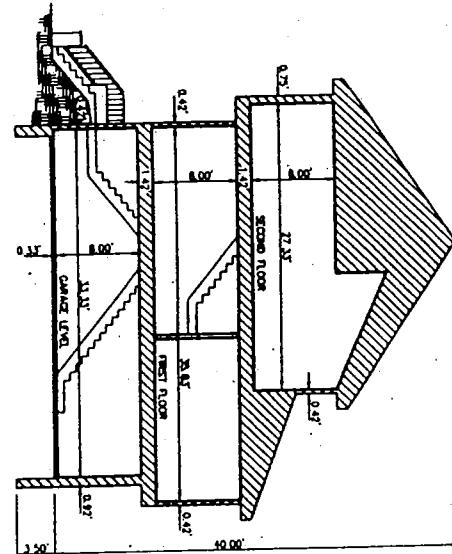




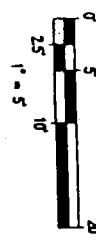
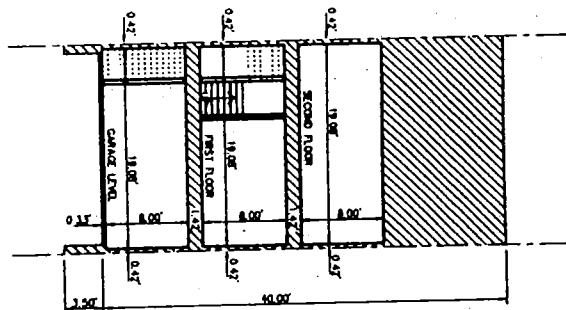




CROSS SECTION A-A



CROSS SECTION B-B



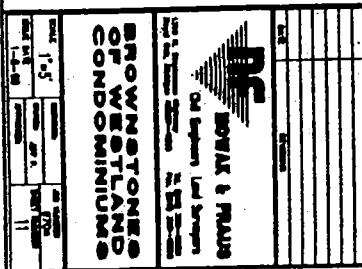
ALLISON PROFESSIONAL P.S.
NO. 27700



CROSS SECTIONS-UNIT TYPE C

WAYNE COUNTY PLAN NO.

PROPOSED 1-8-98



Unit No. Proprietary Space (sq. ft.)

2..... 664.17

3..... 664.17

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42..... 664.17

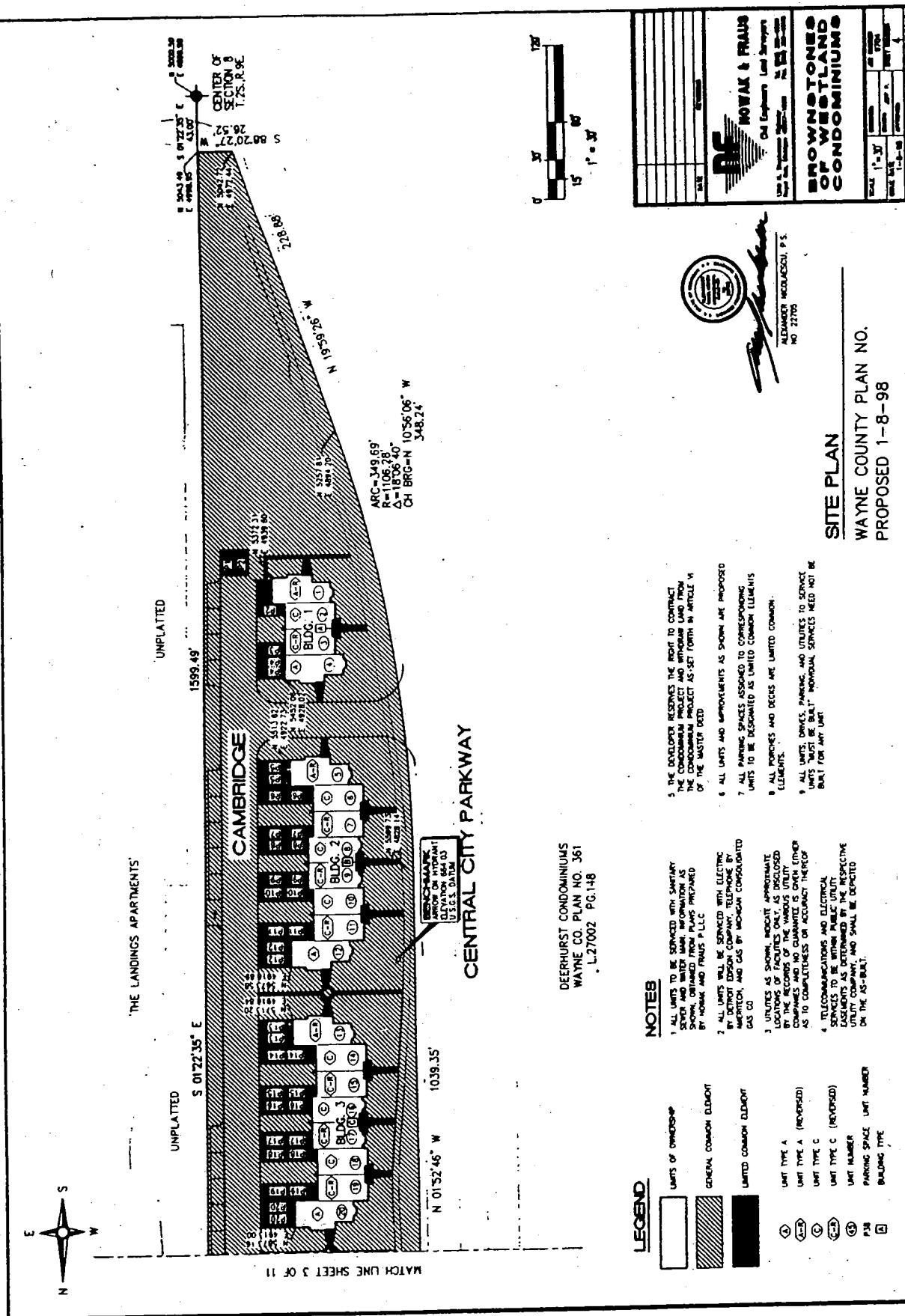
43..... 664.17

44..... 664.17

45..... 664.17

46..... 664.17

47..... 664.17



MASTER DEED

BROWNSTONES OF WESTLAND CONDOMINIUMS

(Act 59, Public Acts of 1978; as amended)

This Master Deed made and executed on this _____ day of January, 1998 by R & R DEVELOPMENT CORP., a Michigan corporation, whose address is 36923 Ryan Road, Sterling Heights, MI 48310 (the "Developer") in accordance with the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act"),

W I T N E S S E T H

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish BROWNSTONES OF WESTLAND CONDOMINIUMS as a condominium project under the Act and declares that BROWNSTONES OF WESTLAND CONDOMINIUMS (the "Condominium", "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators 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 BROWNSTONES OF WESTLAND CONDOMINIUMS, Wayne County Condominium Subdivision Plan No. _____. The architectural plans and specifications for the Project were approved by the City of Westland, Michigan. The Condominium Project is established in accordance with the Act. The buildings contained in the Condominium, including the number, boundaries, dimensions and area of each Unit are set forth completely in the Condominium Subdivision Plan attached as Exhibit B. Each building contains either four (4) or eight (8) individual Units to be used for residential purposes and 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 right to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE N.W. $\frac{1}{4}$ OF SECTION 8. T.2S., R.9E., CITY OF WESTLAND, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS COMMENCING AT THE CENTER OF SECTION 8, T.2S., R.9E.; THENCE N. 01° 22' 35" W., 43.00 FEET ALONG THE NORTH-SOUTH $\frac{1}{4}$ LINE OF SECTION 8 TO THE POINT OF BEGINNING; THENCE S. 88° 20' 27" W., 26.35 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF CENTRAL CITY PARKWAY, THE FOLLOWING THREE (3) COURSES: N. 19° 59' 26" W., 229.42 FEET; NORtherly 349.69 FEET ALONG AN ARC OF A CURVE TO THE RIGHT (RADIUS 1106.28 FEET, CENTRAL ANGLE 18° 06' 40", CHORD BEARS N. 10° 56' 06" W., 348.24 FEET); N. 01° 52' 46" W., 1039.35 FEET; THENCE N. 88° 37' 25" E., 166.53 FEET; THENCE S. 01° 22' 35" E., 1600.00 FEET, ALONG THE NORTH-SOUTH $\frac{1}{4}$ LINE OF SECTION 8 TO THE POINT OF BEGINNING. CONTAINING 229,351 SQUARE FEET OR 5.26 ACRES. SUBJECT TO ANY EASEMENTS OR RESTRICTIONS OF RECORD.

ARTICLE III

DEFINITIONS

Certain terms are utilized in this Master Deed and Exhibits A, B and C hereto, and are, or may be, used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Association Bylaws and Rules and

Regulations of the BROWNSTONES OF WESTLAND CONDOMINIUMS ASSOCIATION, a Michigan nonprofit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in BROWNSTONES OF WESTLAND CONDOMINIUMS as a condominium. Wherever used in such documents or in any other pertinent instruments, the terms set forth below shall be defined as follows:

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

3.02 Association. "Association" means the nonprofit corporation organized under Michigan law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

3.03 Association Bylaws. "Association Bylaws" means the corporate bylaws of the BROWNSTONES OF WESTLAND CONDOMINIUMS ASSOCIATION, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

3.04 Common Elements. "Common Elements" means those portions of the Condominium Premises owned in common by the Co-owners. "Common Elements" where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV hereof.

3.05 Condominium Bylaws. "Condominium Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 53 of the Act to be recorded as part of the Master Deed.

3.06 Condominium Documents. "Condominium Documents" means this Master Deed and Exhibits A, B, and C hereto, the Articles of Incorporation of the Association, the Association Bylaws and the Rules and Regulations, if any, of the Association.

3.07 Condominium Premises. "Condominium Premises" means the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to BROWNSTONES OF WESTLAND CONDOMINIUMS as described above.

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

3.09 Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe BROWNSTONES OF WESTLAND CONDOMINIUMS as a completed Condominium Project. The Consolidating Master Deed shall reflect the final

Condominium Premises adjusted for land removed from the Condominium from time to time under Article VI. The Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded in the Office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for BROWNSTONES OF WESTLAND CONDOMINIUMS.

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

3.11 Developer. "Developer" means R & R DEVELOPMENT CORP., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

3.12 First Annual Meeting. "First Annual Meeting" means the first meeting of the members of the Association at which the members elect at least one (1) member of the Board of Directors of the Association.

3.13 General Common Elements. "General Common Elements" means those Common Elements described in Article IV, Section 4.01 hereof, which may be used by all of the Co-owners, subject to the restrictions set forth in this Master Deed and the Bylaws.

3.14 Limited Common Elements. "Limited Common Elements" means those Common Elements described in Article IV, Section 4.02 hereof, which are limited in use to the Co-owners of one or more Units, subject to the restrictions set forth in this Master Deed and the Bylaws.

3.15 Telecommunication System. "Telecommunications System" means a system or videotext, broad band cable, satellite dish, earth antenna and similar telecommunication services.

3.16 Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors for 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.

3.17 Unit. "Unit" means the enclosed space constituting a single complete residential unit in BROWNSTONES OF WESTLAND CONDOMINIUMS including the attached garage, as described on Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

3.18 Gender. Whenever any reference is made to one gender, the same shall include a reference to any and all genders

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

ARTICLE IV

COMMON ELEMENTS

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

4.01 General Common Elements. The Common Elements described below are General Common Elements:

(a) **Land.** The land described in Article II hereof, including landscaping, screening, roads, parking spaces and sidewalks not identified as Limited Common Elements.

(b) **Electrical.** The electrical wiring network throughout the Project up to the point of connection with the electrical meter for any Unit.

(c) **Electrical Fixtures.** The electrical fixtures, plugs, switches, fuse boxes or electrical control panels, and any other similar item connected to the electrical wiring network, located outside the boundaries of a Unit and serving the General Common Elements and the related electrical wiring network, except as provided in Section 4.02(b).

(d) **Telephone.** The telephone wiring network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with the telephone junction box within a building or Unit.

(e) **Gas.** The gas meters and gas line network throughout the Project, including that contained within Units and Unit walls, floors and ceilings.

(f) **Water.** The water meters not attached to any Unit, if any, and the water distribution system throughout the Project, including that contained within Units and Unit walls, floors or ceilings, up to the point of connection with the water meter for any Unit.

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

(h) **Storm Sewer.** The storm drainage system throughout the Project.

(i) **Cable Television.** The cable television wiring network throughout the Project, including that contained within Units and Unit walls, floors and ceilings, up to the point of connection with equipment within any Unit.

(j) **Structural Elements.** Foundations, basement floors, supporting columns, beams, unit perimeter walls and other walls as shown on Exhibit B (including windows and doors therein), privacy screens, roofs, ceilings, chimneys, ground level construction, floor construction between unit levels, and any space between the ceiling and the roof and between the ground or foundation and the ground level construction, and other structural components.

(k) **Other.** All other elements of the Project not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

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

4.02 Limited Common Elements. The Common Elements described below are Limited Common Elements and are assigned as follows:

(a) **Decks and Porches.** Each individual deck and porch on the exterior of each building, including ramps, stairways and railings is restricted in use to the Co-owner of the Unit which opens into such deck or porch.

(b) **Electrical.** The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements commencing with the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services.

(c) **Electrical Fixtures.** The electrical porch light located outside of the Unit near the front door or deck of the Unit, which is assigned to the Unit to which it is appurtenant.

(d) **Telephone.** The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit commencing with the telephone junction box to

ANNE G. SEYFERTH
ASSOCIATES, P.C.
ATTORNEYS AT LAW
775 E. BIG BEAVER
SUITE 200
ROY, MI 48063-1217

(248) 659-6300

the point of connection with telephone equipment within the Unit, which is assigned to the Unit which it serves.

(e) **Gas Fixtures.** The gas fixtures connected to the gas line network after the point of connection to the gas meter which are located outside of the boundaries of a Unit, which are assigned to the Unit which they serve.

(f) **Ductwork.** Heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve.

(g) **Water.** The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements commencing with the water meter for the Unit up to the point of connection with plumbing fixtures within or outside the Unit, which is assigned to the Unit which it serves.

(h) **Sanitary Sewer.** The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves.

(i) **Air-Conditioner.** Each air-conditioner compressor in the Project and the pad on which it is located, where such is installed, which is assigned to the Unit which such air-conditioner compressor services.

(j) **Mailboxes.** Each mailbox in the mailbox stand which is assigned to the Unit which it serves.

(k) **Interior Surfaces.** The interior surfaces of perimeter unit and garage walls (including windows and doors therein); and the interior surfaces of the ceilings and floors contained within a unit or garage attached thereto;

(l) **Driveways and Sidewalks.** Each driveway and sidewalk adjacent to each unit that such elements service;

(m) **Garage Doors.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(n) **Doors, Windows and Screens.** Doors, windows and screens shall be limited in use to the Owners of Units to which they are attached.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

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

(a) Driveways and Sidewalks. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all driveways and sidewalks.

(b) Decks and Porches. The costs maintenance, repair and replacement of each deck or porch described in Article IV, Section 4.02(a) above shall be borne by the Co-owners of the Units to which they are respectively appurtenant; provided, however, that the periodicity thereof and the materials utilized for all exterior portions thereof shall be determined solely by the Association. The Association may perform the above work at the expense of each affected Co-owner. Such expense may be added to that Co-owner's monthly maintenance assessment. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and 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 the imposition of fines.

(c) Windows, Screens and Drywall. The Co-owner of the Unit shall be responsible for and bear the cost of the replacement of any window in the Unit broken from the inside of the Unit and the repair or replacement of any drywall damaged from the inside of the Unit. The Association shall be responsible for and bear the cost of replacing any other broken window, screen or damaged drywall.

(d) Limited Common Elements. The responsibility for and costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article IV, Section 4.02 and not provided for in Article IV, Section 4.03 (a) or (b), shall be borne by the Co-owner of the Unit to which they are assigned.

(e) Damage by Co-owner, Guest, Etc. Each Co-owner shall be responsible to the Association for damages or costs resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's family, guests, agents, invitees or tenants, 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 excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Condominium By-laws.

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(f) **Other Common Elements.** The responsibility for and costs of maintenance, decoration, repair and replacement of all other common elements other than those described above shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(g) **Use of 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.

(h) **Failure of Co-owner to Maintain.** In the event a Co-owner shall not maintain, decorate, repair or replace those Limited or General Common Elements for which the Co-owner is responsible as described above, the Association may, but shall not have the obligation to, maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner. The lien for nonpayment shall attach to any such charges as in all cases of regular assessments and 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 the imposition of fines.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

5.01 Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of BROWNSTONES OF WESTLAND CONDOMINIUMS as prepared by Nowak & Fraus, professional engineers, which is attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior unpainted walls and ceilings and from the plywood subfloor all as shown on the floor plans and sections in Exhibit B and delineated with heavy outlines. The dimensions shown on the floor plans in Exhibit B have been or will be physically measured by Nowak & Fraus. If the dimensions on the measured floor plan of any specific Unit differ from the dimensions on the floor plan for such Unit shown in Exhibit B, then the typical floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured floor plan.

5.02 Percentages of Value and Voting Rights. The percentage of value assigned to each Unit has been determined to be equal for each Unit. The percentage of value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the Condominium Premises. The total value

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of the Project is one hundred (100%) percent. Each Unit shall be entitled to one (1) vote at the meetings of the Association.

5.03 Modification of Units. The dimensions of Units or Limited Common Elements may be modified, in the Developer's sole discretion, by enlargement or reduction in size, by an amendment effected solely by the Developer without the consent of any other person, 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 Limited Common Element. 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 unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Developer as their agent and attorney-in-fact for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

CONTRACTABLE CONDOMINIUM

BROWNSTONES OF WESTLAND CONDOMINIUMS is established as a contractable condominium in accordance with the provisions of this Article VI:

6.01 Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of seven (7) buildings containing forty-eight (48) Units on the land described in Article II hereof, all as shown on the Condominium Subdivision Plan. However, the Developer reserves the right, but not the obligation, to establish a condominium project consisting of fewer units than described above and to withdraw from the project all or a portion of the land described in Article II. There are no restrictions or limitations on Developer's right to contract the Condominium except as stated in this Article. Nothing herein contained, however, shall in any way obligate Developer to contract the Condominium. The Developer's right to contract the Condominium shall expire six years after the initial recording of this Master Deed.

6.02 Consent of Interested Parties. The consent of any Co-owner shall not be required to contract the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in conjunction with such

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amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed of the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

6.03 Withdrawal of Land. In connection with any contraction of the Condominium Project, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in Article II (as it may be amended from time to time) as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. The 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.

6.04 Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in Exhibit B. The nature and appearance of all such altered buildings and/or Units shall be determined by Developer in its sole judgment; but, in no event shall such altered buildings and/or Units deviate substantially from the general development plan approved by the City of Westland.

6.05 Amendment of Master Deed. A reduction in the size of this Condominium Project shall be given effect by an appropriate amendment or successive amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer. The percentages of value set forth in Article V hereof shall be proportionately readjusted to take into account the reduced number of Units so as to preserve a total value of 100 for the entire Project. The precise determination of the readjustments in the percentages of value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining the percentages of value described in Article V. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; Any contraction shall be deemed to have occurred at the time of the recording of an

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amendment to this Master Deed embodying all essential elements of the contraction.

6.06 Consolidated Master Deed. At the conclusion of construction of the Condominium, not later than 180 days after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

ARTICLE VII

EASEMENTS

7.01 Easements for Maintenance of Encroachment, Access and Support. If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements for the benefit of the Co-owners shall exist for the maintenance of such encroachment or so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to the benefit of the Co-owners and the Association to, through and over those portions of the land, structures, buildings, improvements, floors and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and replacement of all utilities and related fixtures, including water, sanitary sewer, gas, electricity and telephone and all Common Elements in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

7.02 Easements Retained by the Developer

(a) Easements for Ingress, Egress and Parking.

The Developer reserves for the benefit of itself and the future owners of land which may be withdrawn from the Condominium as described in Article VI, or any portion or portions thereof, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium, including roads contained in easement areas, for the purpose of ingress to and egress from all or any portion of the parcel described in Article VI that may be withdrawn. As long as such easements exist, all expenses of maintenance, repair, replacement and resurfacing of any road, drive or walkway referred to in this Article shall be shared by this Condominium and any developed portions of the land withdrawn from the Condominium as described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for the maintenance of such road or roads and shall be obligated 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 Units in this Condominium, and the denominator of which is comprised of the total number of dwelling units for which Certificates of occupancy have been issued, which are served by such roads, drives and walkways.

(b) **Utility Easements.** The Developer reserves for the benefit of itself and future owners of land which may be withdrawn from the Condominium as described in Article VI, or any part thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located on the Condominium Premises, including, but not limited to, water, gas, electricity, telephone, telecommunication systems, storm and sanitary sewer mains. In the event the Developer 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, upkeep, repair and replacement of the utility mains described in this Article shall be shared by this Condominium and any developed portions of the land withdrawn from the Condominium who benefit from 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 dwelling units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling units for which Certificates of Occupancy have been issued located in the land withdrawn from the Condominium which benefit from such utility mains. Provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expenses 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 and by the owner or owners of the land withdrawn from the Condominium or any portion thereof upon which are located the dwelling units which such lead or leads service. Any previously recorded easements for various utilities that affect the Project are shown in Exhibit B, attached hereto.

7.03 Grant of Easement 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 any other land withdrawn from the Condominium as described in Article VI hereof;

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subject, however, to the approval of the Developer so long as the Developer shall offer a Unit for sale.

7.04 Easements for Maintenance, Repair and Replacement.

The Developer, the Association 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 replacements 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 to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

7.05 Dedication of Certain Easements. The Developer

reserves the right to grant easements over, under and across the Condominium Premises for streets and utilities and to dedicate rights-of-way and utilities to the public, appropriate governmental agencies or public utility companies and to transfer title of utilities to state, county or local governments for such consideration as the Developer shall determine in its sole discretion. Any such dedication, easement or transfer of title 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 grant of easements or dedication. After the sale of the last Unit by the Developer, this right shall be assigned to the Association and may be exercised by the Association on behalf of all the Co-owners of the Condominium.

7.06 Telecommunication Agreements. The Association,

acting through the duly constituted Board of Directors, and subject to the Developer's approval, so long as it shall offer a unit for sale in the Condominium, 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, videotext, broad band cable, 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

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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, if paid to the Association, 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.

ARTICLE VIII

AMENDMENTS

8.01 Amendments by Developer and Association.

Amendments may be made and recorded by Developer or by the Association without the consent of Co-owners or mortgagees if the amendment does not materially alter or change the rights of a Co-owner or mortgagee or if it is for one or more of the purposes stated in Section 8.03 hereof. Any amendment made by the Association must be approved by the owners of a simple majority of the number of Units in the Condominium (unless a greater majority is specified in the Condominium Bylaws).

8.02 Amendments Requiring Two-Thirds (2/3) Approval.

Except as otherwise provided herein, the Master Deed, Condominium Bylaws and Condominium Subdivision Plan may be amended, by the Developer or the Association, even if the amendment will materially alter or change the rights of the Co-owners or mortgagees, with the consent of not less than two-thirds (2/3) of the votes of the Co-owners and mortgagees (unless a greater majority is specified in the Condominium Bylaws). A mortgagee shall have one (1) vote for each mortgage held. The Association may make no amendment without the written consent of the Developer as long as the Developer owns any Units in the Condominium or has the right to enlarge the Condominium.

8.03 Amendments Not Requiring Two-Thirds (2/3) Approval.

Notwithstanding any contrary provision of this Master Deed or the Condominium Bylaws or Association Bylaws (but subject to the limitation contained in Section 8.04), the Developer reserves the right to amend materially this Master Deed or any of its Exhibits for any of the following purposes:

(a) To redefine Common Elements and/or adjust percentages of value in connection therewith, to relocate garages, as Limited Common Elements as heretofore provided in this Master Deed, to define or redefine air-conditioner pads as General or Limited Common Elements, to equitably allocate the Association's expenses among the owners and to make any other amendments specifically described and permitted to Developer in any provision of this Master Deed;

(b) To modify the types and sizes of unsold Condominium Units and their appurtenant Limited Common Elements and/or percentages of value and to modify the General Common Elements in the Area of unsold Units;

(c) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(d) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Condominium Bylaws or to correct errors in the boundaries or locations of improvements;

(e) To clarify or explain the provisions of the Master Deed or its Exhibits;

(f) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of the title insuring or proposing to insure title to any Unit;

(g) To make, define or limit easements affecting the Condominium premises;

(h) To record an "as-built" Condominium Subdivision Plan and/or Consolidating Master Deed and/or to designate any improvements shown on the-Plan as "must be built," "subject to any limitations or obligations imposed by the Act;

(i) To facilitate mortgage loan financing for existing or prospective co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, Michigan State Housing Development Authority or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages.

The foregoing amendments may be made without the consent of Co-owners or mortgagees. The rights reserved to Developer herein may not be amended except by or with the consent of the Developer.

8.04 Prohibited Amendments. Notwithstanding any other provision of this Article VIII, the method or formula used to determine the percentages of value of Units in the Condominium, as described in Article V hereof, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be

modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

8.05 Developer Approval. The Association may make no amendments to the Master Deed and Exhibits without the Developer's written consent so long as the Developer continues to offer any Units of the Condominium Project for sale.

ARTICLE IX

ASSIGNMENT

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

WITNESSES:

Robert J. Anderson

R & R DEVELOPMENT CORP.
a Michigan corporation

By: _____
RANDALL K. MORRIS, President

Beth A. Ward

JES G. SEYFERTH
ASSOCIATES, P.C.
ATTORNEYS AT LAW
775 E. BIG BEAVER
SUITE 200
TROY, MI 48063-1217

(348) 680-6300

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this _____ day of January, 1998, the foregoing Master Deed
was acknowledged before me by RANDALL K. MORRIS, President of R &
R DEVELOPMENT CORP., on behalf of the corporation.

Donna M. Russo, Notary Public
Macomb County, MI
(acting in Oakland)
My Commission Expires: 11/30/98

MASTER DEED DRAFTED BY:

WHEN RECORDED, RETURN TO DRAFTER

FRANCIS G. SEYFERTH (P30885)
275 E. Big Beaver, Ste 209
Troy, MI 48083-1217
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Revision 12/04/97

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EXHIBIT A

TO BROWNSTONES OF WESTLAND CONDOMINIUMS MASTER DEED

BROWNSTONES OF WESTLAND CONDOMINIUMS

CONDOMINIUM BY-LAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Association of Co-owners. BROWNSTONES OF WESTLAND CONDOMINIUMS, a residential Condominium Project located in the City of Burton, Genesee County, Michigan shall be administered by an association of Co-owners which shall be a nonprofit corporation, named BROWNSTONES OF WESTLAND CONDOMINIUMS ASSOCIATION, 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 Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association and the laws of the State of Michigan. 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.

Section 2. Membership and Voting Rights. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) **Membership.** Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) **Membership Appurtenant to Unit.** The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.

(c) **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned by the Co-owner.

(d) **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. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each Co-owner may only be cast by the

individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to one (1) vote for each Unit which it owns.

(e) **Designation of Voting Representative.** Each Coowner 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 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 a Co-owner. Such notice shall be signed and dated by the Co-owner(s). The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

(f) **Annual meeting.** There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of the time, place and subject matter of all meetings as provided in the Association Bylaws shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owner.

(g) **Quorum.** ⁴⁸ The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to have 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. ^{.35} ²⁴ ⁴⁴ ^{16.80}

(h) **Voting.** Votes may be cast in person or by proxy 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 vote 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.

(i) **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

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of designated voting representatives present in person or by proxy,
or by written ballot, if applicable, at a given meeting of the
members of the Association.

)
(j) Other. Other provisions as to voting by members, not
inconsistent with the provisions herein contained, may be set forth
in the Association Bylaws.

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Section 3. Board of Directors. The affairs of the
Association shall be administered by a Board of Directors, all of
whom shall serve without compensation and who must be members of
the Association except for the First Board of Directors and any
successors thereto designated by the Developer. The number, terms
of office, manner of election, removal and replacement, meetings,
quorum and voting requirements, and other duties or provisions of
or relating to Directors, not inconsistent with the following,
shall be provided by the Association Bylaws.

)
(a) First Board of Directors. The first Board of
directors, or its successors shall consist of two (2) members
elected by the Incorporator(s) and shall manage the affairs of the
Association until the election of the first non-developer Co-owners
to the Board. Elections for non-developer Co-owner directors shall
be held as provided in subsections (b) and (c) below.

)
(b) Election of Non-developer Co-owners to the Board of
Directors Prior to the First Annual Meeting. Not later than one
hundred twenty (120) days after conveyance of legal or equitable
title to non-developer Co-owners of twenty-five (25%) percent of
the Units that may be created, at least one director and not less
than twenty-five (25%) percent of the Board of Directors shall be
elected by non-developer Co-owners. Not later than one hundred
twenty (120) days after conveyance of legal or equitable title to
non-developer Co-owners of fifty (50%) percent of the Units that
may be created, not less than thirty-three and one-third (33 1/3%)
percent of the Board of Directors shall be elected by non-developer
Co-owners. When the required percentage 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.
Upon certification by the Co-owners to the Developer of the
director so elected, the Developer shall then immediately appoint
such director to the Board to serve until the First Annual Meeting
of members unless the director is removed pursuant to the
Association Bylaws or the director resigns or becomes
incapacitated.

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(c) Election of Non-Developer Co-owners to the Board of
Directors at the First Annual Meeting of Members.

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(i) Not later than one hundred twenty (120) days
after conveyance of legal or equitable title to non-developer Co-
owners of seventy-five (75%) percent of the Units that may be

created, and before conveyance of ninety (90%) percent of such Units, The First Annual Meeting shall be called and the non-developer Co-owners shall elect all directors on the Board of Directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Condominium or as long as ten (10%) percent of the Units remain that may be created.

(ii) Notwithstanding the formula provided in subsection (i), 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, if title to at least seventy-five (75%) percent of the Units that may be created has not been conveyed to non-developer Co-owners, the First Annual Meeting shall be called and the non-developer Co-owners shall have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in Condominium Documents, a number of members of the board 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 as determined in these Condominium Documents.

(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 this Section 3, 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 this Section 5 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 one director as provided in subsection (i) of this Section.

(iv) Once the Co-owners have acquired the right hereunder to elect a majority of the board of directors, annual meeting of Co-owners to elect directors and conduct other business shall be held in accordance with the Association Bylaws.

(d) **Powers and Duties.** The Board of Directors shall have all 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. In addition to the foregoing general duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

- (i) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements thereof.
- (ii) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (iii) To carry insurance and collect and allocate the proceeds thereof.
- (iv) To rebuild improvements after casualty.
- (v) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (vi) 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, including (but without limitation) the lease or purchase of any Unit in the Condominium.
- (vii) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business 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 an affirmative vote of more than sixty (60%) percent of all Co-owners entitled to vote.

- (viii) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.
- (ix) 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.
- (x) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Association, the Federal National Mortgage Corporation, the Government National Mortgage Association, the Michigan State Housing Development Authority and/or any other agency of the Federal government or the State of Michigan.
- (xi) To enforce the provisions of the Condominium Documents.

(e) **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 a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 3(a) of this Article I. 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 the event the Board does employ a professional management agent for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any Unit in the Condominium prior to terminating such professional management agent (or any successor thereto) and assuming self-management. A service contract which exists between the Association of Co-owners and the Developer or affiliates of the Developer and a management contract with the Developer or affiliates of the Developer is voidable by the Board of Directors on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent that any management

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contract extends beyond one (1) year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors by notice to the management agent at least thirty (30) days before the expiration of the one (1) year.

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(f) **Actions of First Board of Directors.** All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contract entered into with others on behalf of the corporation) of the First Board of Directors of the Association or any successors thereto designated by the Developer shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

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Section 4. Records. The Board of Directors shall keep books and records with a detailed account of the expenditures and receipts affecting the Condominium Project and its administration and which specify the operating 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 books of account shall be reviewed at least annually by qualified independent accountants; provided, however, that such accountants need not be certified public accountants nor does such review need to be a certified audit. The Board of Directors shall prepare and distribute to each Co-owner at least once each year a financial statement, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual review financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The Board of Directors may require a certified audit to be conducted at anytime. The costs of any such review and any accounting expenses shall be expenses of administration.

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Section 5. Officers. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all Co-owners entitled to vote.

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Section 6. First Annual Meeting. The First Annual Meeting of the Members of the Association may be convened only by

the Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent of all Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever shall occur first. As used in this Article I, the term "Units that may be created" means the maximum number of Units in all phases of the Condominium Project as stated in the Master Deed.

Section 7. Indemnification. The Association shall indemnify the Board of Directors and hold them harmless from all liabilities, including attorney fees incurred in defending against any claim, arising out of their conduct or status as Directors, except for those liabilities arising from their willful and wanton misconduct and for gross negligence. Ten (10) days notice before payment under this clause must be given to the Co-owners.

Section 8. Advisory Committee. An Advisory Committee of non-developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the Units that may be created, or one (1) year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever occurs first. The Advisory Committee shall meet with the Condominium Project Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-owners. The Advisory Committee shall cease to exist when a majority of the Board of Directors of the Association of Co-owners is elected by the non-developer Co-owners. The First Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. The Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or any special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting.

ARTICLE II

ASSESSMENTS

Section 1. Personal Property Taxes. The Board of Directors shall be assessed as the person in possession of any tangible personal property of the Project owned or possessed in common by the Co-owners. Personal property taxes based on that

tangible personal property shall be treated as expenses of administration.

Section 2. Insurance Proceeds and Liabilities.

Expenditures affecting the administration of the Project shall include costs incurred in satisfaction of any liability arising within, caused by, or connected with, the Common Elements or the administration of the Condominium Project and receipts affecting the administration of the Condominium Project shall include all sums received as proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project.

Section 3. Working Capital Payment Pursuant to Purchase Agreement. Any working capital payment paid by the Purchaser of a Unit to the Association as working capital is non-refundable. The Association may use the working capital contributed for any permissible expenses of administration of the Condominium and such contribution shall not be deemed to have been made in lieu of any monthly maintenance assessments. The amount to be charged to the Purchaser will be pursuant to the Purchaser's Purchase Agreement.

Section 4. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Annual Budget and Maintenance Assessment. 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 as described in subparagraph (b) of this Section. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the 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. The Board of Directors are not bound by the projected budget and may use the proceeds collected under this subsection in its discretion as long as it is for the purpose of the Association.

(b) Reserve Fund. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded at least annually from the proceeds of the monthly maintenance assessments as set forth in Section 5 below rather than by special assessments as set forth in Section 4(d) below. The reserve fund shall, at a minimum, be equal to ten (10%) percent of the Association's current annual budget on a non-

cumulative basis. The funds contained in the reserve fund will only be used for major repairs and replacement of Common Elements. Since the minimum standard required by this Section may prove to be inadequate for a particular Condominium, the Association of Co-owners should carefully analyze their 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.

(c) **Additional Assessments.** Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding one Thousand (\$1,000.00) Dollars annually, or (4) to pay all costs incurred 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 discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or members thereof.

(d) **Special Assessments.** Special assessments, in addition to those assessments required in subsection (a) and (c) 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 needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements or additions to the Common Elements of a cost exceeding One Thousand (\$1,000.00) Dollars per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 7 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (d) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners entitled to vote. The authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or members thereof.

Section 5. Apportionment of Assessments and Penalty for Default. All assessments levied against Co-owners to cover expenses of administration shall be assessed proportionately against Co-owners of Condominium Units, including the Developer to the extent as provided for in section (9) of this Article, without increase or decrease for the existence of any rights to the use of

Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 4(a) and (c) above shall be payable by Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to a Unit or a land contract vendee's interest in a Unit, or with acquisition of fee simple title to a Unit by any other means. (For the purpose of this document and the Purchase Agreement, the monthly installments of the annual assessments are referred to as the monthly maintenance assessment.) 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. Assessments in default shall be subject to a late charge of Ten (\$10.00) Dollars for each month the assessments are paid late or are in arrears. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payments and costs of collection and enforcement) 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 the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of the monthly maintenance assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys, fees; second, to any interest charges and fines for late payments on such installments; and third, to installments in default in the order of their due dates.

Section 6. 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, by the abandonment of his Unit or because of uncompleted repair work or the failure of the Association to provide service to the Condominium.

Section 7. Enforcement. Sums assessed to a Co-owner by the Association which are unpaid constitute a lien upon the Unit or Units owned by the Co-owner at the time of the assessment.

(a) **Remedies.** The Association may enforce collection of delinquent assessments by a suit 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 monthly maintenance assessment levied against his Unit, the Association shall have the right to declare all unpaid monthly maintenance assessment for the pertinent fiscal year immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however,

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that the defaulting Co-owner shall continue to have rights of ingress and egress over and across the General Common Elements to Units owned by him. 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.

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(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 such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the 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 Michigan 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 Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the representative designated in the written notice required by Article I, Section 2(e) hereof to be filed with the Association, of a written notice that one or more monthly maintenance assessments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, and (iv) the legal description of the subject Unit(s) and the name(s) of the Co-owner(s) of record. Such notice and affidavit shall be recorded in the Office of the Register of Deeds in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the

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event the Association elects to foreclose the lien by
advertisement, the Association shall so notify the representative
designated above by ordinary mail and shall inform such
representative that he may request a judicial hearing by bringing
suit against the Association.

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

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Section 8. 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 acquisition of title to the Unit
(except for claims for a pro-rata share of such assessments or
charges resulting from a pro rata reallocation of such assessments
or charges to all Units including the mortgaged Unit).

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Section 9. Developer's Responsibility for Assessments.
Except for Occupied Units owned by the Developer, the Developer,
even though a member of the Association, shall not be required to
pay the full monthly maintenance assessment for any Unit owned by
the Developer. The Developer shall pay a proportionate share of
the Association's actual current expenses of administration
relating to maintenance and use of the Units owned by the
Developer, based upon the ratio Completed Units owned by the
Developer at the time the expense is incurred to the total number
of Completed Units then in the Condominium. The Developer shall
also pay a proportionate share of the Association's other actual
current expenses of administration to the extent that such expenses
relate to benefits which are enjoyed by the Developer, as owner of
the Unit. Such expenses shall include the cost of general
liability insurance to the extent that such Unit is covered by the
general liability insurance policy and the cost of hazard insurance
to the extent that such Unit is covered by the hazard insurance
policy. In no event shall the Developer be responsible for payment
of any assessments for deferred maintenance, reserves for
replacement, for capital improvements or other special assessments,
except with respect to Occupied Units owned by it. Except as
provided above, the Developer shall not be responsible at any time
for payment of the monthly maintenance assessment or payment of any
expenses whatsoever with respect to unbuilt Units notwithstanding
the fact that such unbuilt Units may have been included in the
Master Deed. "Occupied Unit" shall mean a Completed Unit which is
being used as a residence. "Completed Unit" shall mean a Unit with

respect to which a final certificate of occupancy has been issued for the Unit and the building in which the Unit is located, by the local public authority. The Developer shall maintain at its own expense Units which are not Occupied Units and will reimburse the Association for any expense incurred by the Association relating to such Units. The Developer shall have the right to set off against any amounts due from him for regular, monthly maintenance assessments, the reasonable costs incurred by him or the reasonable value of services provided by him in the maintenance and administration of the Association prior to the Transitional Control Date.

Section 10. Property Taxes and Special Assessments.

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

Section 11. Mechanic's Lien. A construction lien arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 12. Statement of Unpaid Assessments. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessment as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit, shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, 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, 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 carry fire and extended coverage, vandalism and malicious mischief insurance, liability insurance, directors and officers liability insurance, title insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the General Common Elements and certain other portions of the Condominium Project as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense covering his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire

or other destruction of the Unit, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all notices which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

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

his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, such additional insurance coverage must be confirmed by the Association in writing and any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by the Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Property shall be damaged, the

determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** If the damaged property is a Common Element or the Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of such termination.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Damage to Interior of Unit. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, blinds, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in unless part of the standard plans and specifications. If damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein or to fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-

owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility for Repair.

Except as provided in Section 4 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by the damage to such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 costs 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 costs thereof are insufficient, assessments 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.

Section 6. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within six (6) months after the date of the occurrence which caused damage to the property.

Section 7. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) **Taking of Common Elements.** If any portion of the Common Elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners based upon assigned voting rights shall be binding on all Co-owners.

(b) **Taking of a Unit.** If a Unit is taken by eminent domain, the undivided interest in the Common Elements appertaining to the Unit shall thenceforth appertain to the remaining Units,

being allocated to them in proportion to their respective undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Unit taken for his undivided interest in the Common Elements as well as for the Unit.

(c) **Reallocation of Votes and Expenses of Administration.** Votes in the Association and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Units, being allocated to them in proportion to the relative voting strength in the Association.

Section 8. Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 9. Notification of FHLBC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLBC") then, upon request therefor by FHLBC, the Association shall give FHLBC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand (\$10,000.00) Dollars in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLBC exceeds One Thousand (\$1,000.00) Dollars.

Section 10. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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 the use of single-family residences.

Section 2. Leasing and Rental. The following provisions shall apply to leasing a Unit:

(a) **Right to Lease.** A Co-owner, includin Developer, may lease a Unit for the same purposes and un~~s~~ same covenants, restrictions and conditions set forth in the Master Deed and these Condominium Bylaws. A Co-owner, including the Developer, desiring to rent or lease a Unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and at the same time shall deliver to the Association a copy of the exact lease form for review by the Association for the purpose of determining whether the lease is in compliance with the terms, covenants, conditions and restrictions of the Condominium Documents. If the Developer desires to lease a Unit prior to the Transitional Control Date, the Developer shall notify the Advisory Committee or each Co-owner in writing. All leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. All leases shall be for an initial term of not less than thirty (30) days unless a shorter term is specifically approved in writing by the Association, except that Units leased by the Developer shall have no minimum term. The Developer may lease any number of Units in its sole discretion.

(b) **Compliance with Condominium Documents.** Tenants or non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(c) **Failure to Comply with Condominium Documents.** if the Association determines that a tenant or non-Co-owner occupant has failed to comply with the terms, covenants, conditions or restrictions contained in the Condominium Documents, the Association shall take the following action:

- (i) The Association shall notify the Co-owner of the Unit by certified mail of the alleged violation by the tenant.
- (ii) The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
- (iii) if after fifteen (15) days the Association determines that the alleged breach is not cured or may be repeated, the Association may institute on its behalf or in the event the Developer controls the Association, a Co-owner may derivatively on behalf of the Association, institute, an action against the tenant or non-Co-owner occupant for both eviction and, simultaneously, for money damages for breach of the terms, covenants,

conditions and restrictions contained in the Condominium Documents. The Association may elect to proceed by summary proceeding as provided under Michigan law.

(d) **Assessments.** When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Alterations and Modifications. No Coowner shall make alterations in the exterior appearance of or make structural modifications to his Unit (including interior walls through or in which there exist easements for utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. Any patio, deck, privacy screen or other approved Co-owner construction outside the boundaries of the Unit shall be a Limited Common Element assigned to the Unit which it serves and shall be the maintenance responsibility of the Co-owner of the Unit to which it is appurtenant. No buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations, nor shall any hedges, trees or substantial plantings, or landscaping modifications be made, until plans and specifications acceptable to the Association 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 the Association, and a copy of said plans and specifications, as finally approved, delivered to the Association. The Association 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, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the Unit upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium.

Notwithstanding the above, or any other restriction, rule or regulation of the Association, the Board of Directors shall permit reasonable modifications and alterations to a Unit or the Common Elements which are reasonably necessary to afford a handicapped person equal opportunity to use and enjoy a Unit or the Condominium Premises. Any Co-owner desiring to make such modifications shall submit plans and specifications to the Board of Directors in accordance with the procedures set forth in Section 147a of the Act. The Board of Directors may require that any such modifications be constructed with materials and colors which are similar or compatible with existing materials and colors and may also require that the modifications be designed to cause the least interference with existing Common Elements as is possible under the circumstances. The cost of maintaining the modifications shall be determined in accordance with Section 147a of the Act.

Section 4. Prohibited Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. 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. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises.

Section 5. Pets. Without the prior written consent of the Board of Directors, no animal or pet other than one cat or one dog shall be kept in the Condominium by any Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. Service of notice on a Co-owner on three separate occasions by the Board of Directors of complaints regarding a pet shall constitute cause for requiring removal of the pet. 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 and all other Co-owners for any loss, damage or liability which the Association or Co-owners may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefore. Deposits of fecal matter shall immediately be picked up and bagged by the owner of any pet. 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 may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. 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.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. All trash shall be placed in proper containers and placed at the curbside for pickup and no trash or debris may be placed or left in any other portion of the Common Elements. No unsightly condition shall be maintained upon any deck and only furniture and equipment consistent with deck use shall be permitted upon the deck. No Co-owner shall leave any bicycles, tricycles, toys or other objects on the deck. The surfaces of all drapes, blinds, curtains or window coverings which are visible from outside the Unit shall be white or near white. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in the driveway of the Co-owner. 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 spoils the appearance of the Condominium.

Section 7. Common Element Maintenance. Sidewalks, yards, landscaped areas, roads, parking areas and decks shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the Common Elements.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, snowmobiles, or snowmobile trailers may be parked or stored upon the premises of the Condominium except with the written approval of the Board of Directors. Commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless providing service to the Co-owners or the Association in the normal course of business. Co-owners may park two (2) cars in the Limited Common Element garage attached to their Unit. Each co-owner may park up to two (2) additional cars per Unit in the Limited Common Element driveway appurtenant to the Unit. Each co-owner may park additional vehicles as allowed by city ordinances. If a shortage of parking spaces arises, the Association may allocate or assign previously unassigned parking spaces from time to time on an equitable basis. A Co-owner may not have more than

one guest car parked overnight on the Common Elements, unless approved in writing in advance by the Association. The Association may adopt rules to prohibit the overnight parking of guest cars within the Condominium Premises if there arises a shortage of spaces. Coowners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. The Association may tow at the Co-owner's expense, any unlicensed or inoperative motor vehicle remaining on the premises in excess of forty-eight (48) hours. Each co-owner shall be responsible for assuring that no occupant of the Unit or guest parks in a Limited Common Element appurtenant to any other co-owner's Unit without the prior approval of such other co-owner.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common elements, including "For Sale" signs, without written permission from the Association.

Section 10. Rules and Regulations. 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 elected by the Developer) prior to the First Annual Meeting of the entire Association, held as provided in Article I, Section 6 of these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners except that the Co-owners may not revoke any regulation or amendment prior to the Transitional Control Date.

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

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or for repair or replacement of any doors or windows damaged in
gaining such access.

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Section 12. Co-owner Maintenance. Each Co-owner shall
maintain his Unit and any Limited Common Elements appurtenant
thereto for which he has maintenance responsibility in a safe,
clean and sanitary condition. Each Co-owner shall also use due
care to avoid damaging any of the Common Elements including, but
not limited to the telephone, water, gas, plumbing, electrical or
other utility conduits and systems and any other elements in any
Unit which are appurtenant to or which may affect any other Unit.
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 excluded
by virtue of a deductible amount). Any costs or damages to the
Association may be assessed to and collected from the responsible
Co-owner in the manner provided in Article II hereof.

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Section 13. Reserved Rights of Developer. 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 as defined
hereinafter, or of the Association in furtherance of its powers and
purposes set forth herein and in its Articles of Incorporation and
Association Bylaws as the same may be amended from time to time.
For the purposes of this Section, the development and sales period
shall be deemed to continue so long as the Developer owns any Unit
in the Condominium Project, the land described in Article VI of the
Master Deed, or any lands owned by the Developer or its affiliates
adjacent thereto, which it offers for sale. Until all Units in all
phases of the Condominium Project are sold by the Developer, the
Developer shall have the right to maintain a sales office, a
business office, a construction office, model Units, special
lighting, banners and other promotional signs, devices and
materials, storage areas, reasonable parking incident to the
foregoing and such access to, from and over the Project as may be
reasonable to enable the development and sale of all Units in all
phases of the Project by Developer. Developer shall pay all costs
related to Units or Common Elements used by the Developer for such
purposes and shall restore such Units or Common Elements to
habitable status upon termination of use.

ARTICLE VII

MORTGAGES

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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 sixty (60) days.

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

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

ARTICLE VIII

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members entitled to vote or by an 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 the Association 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 two-thirds (2/3) of all Co-owners entitled to vote.

Section 4. By Developer. Prior to the First Annual meeting of members, these Bylaws may be amended by the First Board of Directors upon proposal of amendments by the Developer without approval from any person to make such amendments; provided, however, that such amendments shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. When Effective. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the Office of the Register of Deeds

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in the county where the Condominium is located. Without the prior
written approval of sixty-six and two-thirds (66 2/3%) percent of
the holders of first mortgage liens on any Unit in the Condominium,
no amendment to these Bylaws shall become effective which involves
any change, direct or indirect, to any provision hereof that
increases or decreases the benefits or obligations or materially
affects the rights of any mortgagee.

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Section 6. Binding Effect. A copy of each amendment to
the Bylaws shall be furnished to every member of the Association
after adoption and at least ten (10) days before the Amendment is
recorded in the Office of the Register of Deeds of the county in
which the Condominium is located; 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.

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Section 7. Prohibited Amendments. No amendment to these
Bylaws shall eliminate the mandatory provisions required by Section
54 of the Act.

ARTICLE IX

COMPLIANCE

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The Association of Co-owners and all present or future
Co-owners, tenants, future tenants, or any other persons acquiring
an interest in or using the facilities of the Condominium 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. If the Condominium Documents conflict
with the provisions of the Act, the Act shall govern.

ARTICLE X

DEFINITIONS

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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 XI

REMEDIES FOR DEFAULT

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

(a) **Legal Action.** Failure to comply with any of the terms 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.

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

(c) **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, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 2. 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 rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 5 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article I, Section 2 (e) of the Condominium Bylaws, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violations. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five (\$25.00) Dollars for the second violation, Fifty (\$50.00) Dollars for the third violation or one Hundred (\$100.00) Dollars for any subsequent violation.

Section 3. 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 4. 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 5. Enforcement of Provisions of Condominium

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

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

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

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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 XIII SEVERABILITY

If 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.