

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

O R D E R

CERTIFICATE OF APPROVAL OF CONSOLIDATED MASTER DEED

In re: Application of Lakewoode Parkhomes, Inc., 18610 West Eight Mile Road, Southfield, Michigan, Developer, for a Certificate of Approval of Consolidated Master Deed for LAKEWOODE PARKHOMES CONDOMINIUM, Novi, Oakland County, Michigan. (our file #71-109).

.....

1. Application having been duly made and examined, and
2. Certificate of Approval of Master Deed, Segments 1 - 5, having been entered on February 18, 1972 and recorded on February 22, 1972 in Liber #5819, pages 852 thru 931 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on February 23, 1972, and
3. Certificate of Approval of Master Deed, Segments 6 - 8, having been entered on November 9, 1971 and recorded on November 10, 1971 in Liber #5763, pages 707 thru 805 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on November 10, 1971, and
4. Certificate of Approval of Master Deed, Segment 10, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and
5. Certificate of Approval of Master Deed, Segment 11, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

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6. Certificate of Approval of Master Deed, Segment 12, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

7. Certificate of Approval of Master Deed, Segment 13, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

8. Certificate of Approval of Master Deed, Segment 14, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

9. Certificate of Approval of Master Deed, Segment 15, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

10. Certificate of Approval of Master Deed, Segment 16, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

11. Certificate of Approval of Master Deed, Segment 17, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

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12. Certificate of Approval of Master Deed, Segment 18, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

13. Certificate of Approval of Master Deed, Segment 19, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

14. Certificate of Approval of Master Deed, Segment 20, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

15. Certificate of Approval of Master Deed, Segment 21, having been entered on May 2, 1972 and recorded on May 9, 1972 in Liber #5861 pages 539 - 931 and Liber #5862 pages 1 - 573 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on May 16, 1972, and

16. Certificate of Approval of Master Deed, Segment 22, having been entered on September 7, 1972 and recorded on September 25, 1972 in Liber #5952, pages 578 thru 629 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on October 4, 1972, and

17. Certificate of Approval of Master Deed, Segment 23, having been entered on September 7, 1972 and recorded September 25, 1972 in Liber #5952, pages 630 thru 682 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on October 4, 1972, and

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18. Certificate of Approval of Master Deed, Segment 24, having been entered on September 7, 1972 and recorded on September 25, 1972 in Liber #5952, pages 683 thru 738 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on October 4, 1972, and

19. Certificate of Approval of Master Deed, Segment 25, having been entered on September 7, 1972 and recorded on September 25, 1972 in Liber 5952, pages 739 through 793 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on October 4, 1972, and

20. Certificate of Approval of Master Deed, Segment 26, having been entered on September 7, 1972 and recorded on September 25, 1972 in Liber #5952, pages 794 thru 849 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on October 4, 1972, and

21. Certificate of Approval of Master Deed, Segment 27, having been entered on September 7, 1972 and recorded on September 25, 1972 in Liber #5952, pages 850 thru 903 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on October 4, 1972, and

22. Certificate of Approval of Master Deed, Segment 28, having been entered on January 31, 1975 and recorded on February 6, 1975 in Liber #6426, page 188 through 230 in the records of the Oakland County Register of Deeds.

A Conditional Permit to Sell having been entered on February 10, 1975,

23. Therefore, a Certificate of Approval of Consolidated Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:

- (a) That all existing and future co-owners in the above condominium be supplied with copies of the Consolidated Master Deed.

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- (b) That this order be recorded with the County Register of Deeds at the same time as the Consolidated Master Deed itself is so recorded. A copy of such recorded documents shall be returned to the Michigan Department of Commerce, Corporation and Securities Bureau, prior to the issuance of a Permit to Sell.
- (c) That this Consolidated Master Deed supersede all previously recorded Master Deeds.
24. This Certificate of Approval of Consolidated Master Deed becomes effective immediately upon recording.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

By _____
Hugh H. Makens, Director
Corporation & Securities Bureau

Dated: October 8, 1975
Lansing, Michigan

SUPERSEDING CONSOLIDATED MASTER DEED

LAKEMOODE PARKHOMES

ACT 229

PUBLIC ACTS OF 1963

RE-RECORD TO GIVE PLAN #212

In the City of Southfield, County of Oakland, and State of Michigan on this 27th day of February, 1975, LAKEWOODE PARKHOMES, INC., a corporation organized and existing under the laws of the State of Michigan, whose principal office is situated at 18610 West Eight Mile Road, City of Southfield, State of Michigan (hereinafter referred to as "Developer"), represented in this Master Deed by Michael Sunstein and Kenneth C. Krull who are fully empowered and qualified to execute this Master Deed on behalf of said corporation, does hereby state:

1. Developer has constructed and established in accordance with the provisions of Act 229 of the Public Acts of Michigan, 1963, as amended, the Lakemoode ParkHomes Condominium (hereinafter referred to as the "Project") in twenty-eight (28) Sections, said Project having been constructed on a parcel of land situated in the City of Novi, County of Oakland, State of Michigan and more particularly described in Exhibit "A" attached hereto. A separate Master Deed and Condominium Plan has been recorded as to each of the twenty-eight (28) Sections as follows:

Sections 1 - 5 - Master Deed covering ParkHomes 1 through 4, and 9 through 92, in Buildings 1 and 3 through 23, and Condominium Plan No. 57, recorded in Liber 5819, Pages 852 through 931, and Amendments to Master Deed, recorded respectively in Liber 5859, Page 152; and Liber 5867, Page 642, Oakland County Records, Oakland County, Michigan.

Sections 6 - 8 - Master Deed covering ParkHomes 93 through 160 in Buildings 24 through 40, and Condominium Plan No. 45, recorded in Liber 5763, Pages 707 through 805 and Amendment to Master Deed, recorded in Liber 5859, Page 150, Oakland County Records, Oakland County, Michigan.

Section 10 - Master Deed covering ParkHomes 161 through 176 in Buildings 41 through 44, and Condominium Plan No. 74, recorded in Liber 5861, Pages 539 through 610 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 574; Liber 5921, Page 252 and Liber 5922, Page 344, Oakland County Records, Oakland County, Michigan.

Section 11 - Master Deed covering ParkHomes 177 through 196 in Buildings 45 through 49, and Condominium Plan No. 75, recorded in Liber 5861, Pages 611 through 687 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 576; Liber 5921, Page 255; and Liber 5922, Page 346, Oakland County Records, Oakland County, Michigan.

Section 12 - Master Deed covering ParkHomes 213 through 228 in Buildings 54 through 57, and Condominium Plan No. 76, recorded in Liber 5861, Pages 688 through 766 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 578; Liber 5921, Page 257; and Liber 5922, Page 347, Oakland County Records, Oakland County, Michigan.

Section 13 - Master Deed covering ParkHomes 197 through 212 in Buildings 50 through 53, and Condominium Plan No. 77, recorded in Liber 5861, Pages 767 through 848 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 580; Liber 5921, Page 259; and Liber 5922, Page 348, Oakland County Records, Oakland County, Michigan.

Section 14 - Master Deed covering ParkHomes 229 through 244 in Buildings 58 through 61, and Condominium Plan No. 78, recorded in Liber 5861, Pages 849 through 931 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 582; Liber 5921, Page 261; and Liber 5922, Page 349, Oakland County Records, Oakland County, Michigan.

Section 15 - Master Deed covering ParkHomes 245 through 260 in Buildings 62 through 65, and Condominium Plan No. 79, recorded in Liber 5862, Pages 1 through 79 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 584; Liber 5921, Page 263; and Liber 5922, Page 350, Oakland County Records, Oakland County, Michigan.

Section 16 - Master Deed covering ParkHomes 261 through 280 in Buildings 66 through 70, and Condominium Plan No. 80, recorded in Liber 5862, Pages 84 through 167 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 586; Liber 5921, Page 265; and Liber 5922, Page 351, Oakland County Records, Oakland County, Michigan.

Section 17 - Master Deed covering ParkHomes 281 through 296 in Buildings 71, 73 and 74, and Condominium Plan No. 81, recorded in Liber 5862, Pages 168 through 250 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 588; Liber 5921, Page 267; and Liber 5922, Page 352, Oakland County Records, Oakland County, Michigan.

Section 18 - Master Deed covering ParkHomes 297 through 308 in Buildings 75 through 77, and Condominium Plan No. 82, recorded in Liber 5862, Pages 251 through 333 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 590; Liber 5921, Page 269; and Liber 5922, Page 353, Oakland County Records, Oakland County, Michigan.

Section 19 - Master Deed covering ParkHomes 313 through 328 in Buildings 79 through 82, and Condominium Plan No. 83, recorded in Liber 5862, Pages 334 through 411 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 592; Liber 5921, Page 271; and Liber 5922, Page 354, Oakland County Records, Oakland County, Michigan.

Section 20 - Master Deed covering ParkHomes 329 through 340 in Buildings 83 through 85, and Condominium Plan No. 84, recorded in Liber 5862, Pages 412 through 493 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 594; Liber 5921, Page 273; and Liber 5922, Page 355, Oakland County Records, Oakland County, Michigan.

Section 21 - Master Deed covering ParkHomes 345 through 364 in Buildings 87 through 91, and Condominium Plan No. 85, recorded in Liber 5862, Pages 494 through 573 and Amendments to Master Deed, recorded respectively in Liber 5862, Page 596; Liber 5921, Page 275; and Liber 5922, Page 356, Oakland County Records, Oakland County, Michigan.

Section 22 - Master Deed covering ParkHomes 365 through 378 in Buildings 92 through 94, and Condominium Plan No. 99, recorded in Liber 5862, Pages 578 through 629 and Amendment to Master Deed, recorded respectively in Liber 5984, Page 807, Oakland County Records, Oakland County, Michigan.

Section 23 - Master Deed covering ParkHomes 379 through 394 in Buildings 95 through 96, and Condominium Plan No. 100, recorded in Liber 5952, Pages 630 through 682 and Amendments to Master Deed, recorded respectively in Liber 5984, Page 802, Oakland County Records, Oakland County, Michigan.

Section 24 - Master Deed covering ParkHomes 395 through 414 in Buildings 97 through 101, and Condominium Plan No. 101, recorded in Liber 5952, Pages 683 through 738, Oakland County Records, Oakland County, Michigan.

Section 25 - Master Deed covering ParkHomes 415 through 434 in Buildings 102 through 106, and Condominium Plan No. 102, recorded in Liber 5952, Pages 739 through 793 and Amendment to Master Deed, recorded respectively in Liber 6017, Page 347, Oakland County Records, Oakland County, Michigan.

Section 26 - Master Deed covering ParkHomes 435 through 454 in Buildings 107 through 111, and Condominium Plan No. 103, recorded in Liber 5952, Pages 794 through 849 and Amendment to Master Deed, recorded respectively in Liber 6017, Page 350, Oakland County Records, Oakland County, Michigan.

Section 27 - Master Deed covering ParkHomes 455 through 474 in Buildings 112 through 115, and Condominium Plan No. 104, recorded in Liber 5952, Pages 850 through 903 and Amendments to Master Deed, recorded respectively in Liber 6017, Page 353, Oakland County Records, Oakland County, Michigan.

Section 28 - Master Deed covering ParkHomes 1 through 4 in Building 1 and Condominium Plan No. 198, recorded in Liber 6426, Pages 189 through 228, Oakland County Records, Oakland County, Michigan.

Article 6 (b) of each of the above described Section Master Deeds stated that:

"... Developer herewith specifically reserves the exclusive right upon completion of the Project to execute and record a Superseding Consolidated Master Deed which will merge all antecedent individual Section Master Deeds into a single Master Deed for the overall Project, and will amend and convert the percentages of value above assigned to each ParkHome to reflect a single overall Project value of 100 for the entire completed Project, based upon the revised percentages of value."

The Master Deed is the Superseding Consolidated Master Deed above referred to, into which all Section Master Deeds are hereby merged. Attached hereto as Exhibit "B" are Plans entitled Lakewoode ParkHomes Plans No. 212 which are the Plans for the Project and which supersede the Plans filed with the Section Master Deeds. Attached hereto as Exhibit with the Section Master Deeds. Attached hereto as Exhibit "C" are By-Laws I of the Lakewoode ParkHomes Condominium Association (hereinafter referred to as the "Association") and the Agreement for Sale and Development which is attached as Exhibit "D".

2. The Buildings in this Section, and the individual ParkHomes contained therein, are all for residential purposes, and each ParkHome is capable of individual utilization by reason on its own exit to a common element of the Project. Each Co-owner of a ParkHome in the Project will have a particular and exclusive property right to his ParkHome and an undivided and inseparable interest in the common elements of the Project, as hereinafter set forth in this Master Deed.

3. The ParkHomes, including the number, boundaries, definitions, area and volume of each ParkHome, are described more particularly in Paragraph 5 hereof, and in Exhibit "B" attached hereto.

4. The general common elements of the Project, and the limited common elements, as described in Exhibit "B" attached hereto, are as follows:

(a) General common elements:

(i) The land described in Exhibit "A", including parking facilities (except as provided in clause (b), below), driveways and sidewalks.

(ii) Any transmission line, wherever located in the Project, for gas, water, electricity, sewer, telephone or other utility, which services more than one ParkHome, shall be a general common element.

(iii) The foundations, main walls (including windows, outer doors and chimneys therein), roofs, lowermost floors and the uppermost ceiling in each ParkHome as described in Exhibit "B".

(iv) Facilities and ParkHomes, if any, in the Project used for maintenance or repair or used to lodge caretakers or other persons involved in maintenance or management.

(b) Limited common elements:

(i) Garages, crawl-spaces, porches and patios of ParkHomes which are constructed by Developer shall be and hereby are designated and defined as limited common elements and are shown on Exhibit "B".

(ii) As shown on Exhibit "B" filed herewith, certain ParkHomes have designated crawl-space and/or designated front, rear or side area which are and shall be limited common elements and shall be appurtenances to such ParkHome. No construction or improvements, except those done by the Developer, shall be done in such areas, including but not limited to patios, fencing and landscaping, unless and until plans describing the proposed construction and/or improvement, and specifying the type of materials to be used, have been submitted to and approved in writing by the Board of Directors of the Association.

(iii) Developer may construct as an optional extra, covered parking facilities, the exclusive use of which is to be sold to a Co-owner as an appurtenance to his ParkHome. All such covered parking facilities are herewith designated and defined as limited common elements. Such covered parking facilities, and the ParkHomes to which they are appurtenant, shall be shown on an Exhibit to be filed by Developer when all or a substantial number of ParkHomes in this Section have been sold. All parking facilities, whether general common or limited common elements shall be owned and maintained by the Association provided that a Co-owner having the exclusive use of a covered parking facility shall pay an additional charge of \$1.00 per month to the Association.

(iv) Any transmission line for gas, water, electricity, sewer or telephone or other utility, which services only one ParkHome, whether or not such transmission line is located in a ParkHome, or in a general common element, shall be a limited common element with respect to the ParkHome so serviced and the Co-owner thereof shall be responsible for the cost of maintenance and repair of such transmission line including the cost of opening and repairing any wall (whether or not a common element to gain access to such transmission line).

(c) Such other elements of the Project which are not herein designated as general common elements or limited common elements and which are not enclosed within the boundaries of a ParkHome, shall be deemed general common elements.

(d) The surfaces of main walls (including windows, doors and chimneys therein), lowermost floors and the uppermost ceiling contained within a ParkHome shall be subject to the exclusive use and enjoyment of the Co-owner of such ParkHome.

(e) No Co-owner shall use his ParkHome or the common elements in any manner inconsistent with the purposes hereof or in any manner which will interfere with or impair the rights of another Co-owner in the use and enjoyment of his ParkHome or the common elements.

(f) Public utilities furnishing services such as water, electricity, gas and telephone to the Project shall have access to the common elements and the ParkHomes as may be reasonable for the installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Project to install, repair or maintain a utility line servicing more than one ParkHome shall be an expense of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "C".

5. (a) ParkHomes in the Project are completely described in the Condominium Subdivision Plan and Site Plan as surveyed by Basney & Smith, Inc., Registered Engineers, and attached hereto as Exhibit "B". Each ParkHome shall include all that space contained within certain horizontal planes designated and delimited by "X" and "Y" coordinate lines and certain vertical dimensions as shown on the Table of Elevations in Exhibit "B", less any common elements contained therein. In determining dimensions, each ParkHome shall be measured from interior finished, unpainted surfaces of the main walls and from the top surface of the basement concrete floor to the unpainted interior surface of the uppermost ceiling in the ParkHome and in the case of a two story ParkHome the uppermost ceiling is the ceiling of the second floor. Where there is no basement, the appropriate measurement shall be made, as applicable, from the top surface of the concrete slab or the top surface of the sub-floor of the lowermost floor in the ParkHome.

(b) The percentage of value assigned to each ParkHome in the Project is set forth in Subparagraph (d) hereof. The total value of the Project is 100 and the percentage of same assigned to each ParkHome shall be determinative of the proportionate share of each respective Co-owner in the proceeds of expenses and administration and the value of such Co-owner's vote at meetings of the Association, and same shall not be changed except with the unanimous consent of all of the Co-owners expressed an amendment to this Master Deed, duly approved and recorded.

(c) The total value of all ParkHomes in the buildings comprising the Project is set forth in Exhibit "E" attached hereto.

(d) Also set forth in Exhibit "E" is the following information:

(i) Each ParkHome number as it appears on the Condominium Subdivision plan;

(ii) The percentage of value assigned to each ParkHome;

(iii) A description of each ParkHome by means of the plan type designated as shown on Exhibit "B".

6. So long as the Developer owns one or more ParkHomes in the Project, the Developer shall be subject to the provisions of this Master Deed and Exhibits "B" and "C" attached hereto.

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

The Association shall maintain and repair all general and limited common elements except air conditioners, heating units and patios (except any grass within fenced areas or fences installed by co-owners). Individual co-owners shall be responsible for decoration and maintenance of interior surfaces.

8. In the event any portion of a ParkHome, common element, or limited common element encroaches upon another ParkHome, common element or limited common element due to shifting, settling or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls contained therein as may be reasonable for the installation, maintenance and repair of all public utilities necessary to the Project.

9. This Master Deed for the Project shall not be vacated or revoked (except as expressly provided herein) or any of the provisions herein amended unless all of the Co-owners and the Mortgagees of all of the mortgages covering the ParkHomes unanimously agree to such termination revocation, or amendment by duly approved and recorded instruments, provided that Developer reserves the right to make amendments hereto, with the consent of the Michigan Department of Commerce, prior to the time that 80% by value of the entire Project has been conveyed by the Developer.

10. (a) The general and/or limited common areas and facilities shall remain undivided and no Co-owner shall bring any action for partition or division.

(b) The undivided interest in the general and/or limited common areas and facilities shall not be separated from the ParkHome to which it appertains and shall be deemed conveyed or encumbered with the Parkhome even though such interest is not expressly mentioned or described in the conveyance or other instrument.

11. Each Co-owner shall comply with the provisions of this Master Deed, the By-Laws, decisions and resolutions of the Association or its representative, and the Regulatory Agreement, as lawfully amended from time to time, and failure to comply with any such provisions, decisions or resolutions, shall be grounds for an action to recover sums due, for damages, or for injunctive relief.

12. No Co-owner may exempt himself from liability for his contribution toward the common expenses by waiver of the use of enjoyment of any of the general and/or limited common areas and facilities of the Project in any manner, are subject to the provisions of this Master Deed and the mere acquisition or rental of any of the ParkHomes of the Project or the mere act of occupancy of any of said units shall signify that the provisions of this Master Deed are accepted and ratified.

The respective ParkHomes shall not be rented by the Co-owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days; or (b) any rental if the occupants of the ParkHomes are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Other than the foregoing obligations, a Co-owner shall have the absolute right to lease same provided that said lease is made subject to the covenants and restrictions contained in this Master Deed and further subject to the By-Laws and Regulatory Agreement attached hereto.

14. In a voluntary conveyance of a ParkHome the grantee thereof shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the common expenses up to the time of the grant or conveyance without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Manager or Board of Directors of the Association, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable for, nor shall the ParkHome conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

15. The Board of Directors of the Association, or the Management Agent, or Manager shall obtain and continue in effect blanket property insurance in form and amounts satisfactory to mortgagees holding first mortgages covering ParkHomes but without prejudice to the right of the Co-owner of a ParkHome to obtain individual property insurance.

16. Insurance premiums for any blanket insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association.

17. Notwithstanding any other provisions in this Master Deed or in the Condominium By-Laws, except as otherwise required by mandatory law or regulation with respect to any first mortgage of record of a condominium unit, unless the holder of such mortgage shall otherwise consent in writing:

(a) The holder of the mortgage is entitled to written notification from the association of owners of the condominium thirty days prior to the effective date of (i) any change in the condominium documents and (ii) any change of manager (not including change in employees of a corporate manager) of the condominium project.

(b) The holder of the mortgage is entitled to written notification from the association of owners of the condominium of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the condominium documents which is not cured within thirty days.

(c) Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit.

(d) Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

(e) Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of owners of the condominium shall not:

(i) fail to employ a professional manager for the condominium project;

(ii) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(iii) partition or subdivide any unit or the common elements of the project; or

(iv) by act of omission seek to abandon the condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the condominium project.

FIRST CORRECTIVE AMENDMENT TO SUPERSEDING CONSOLIDATED MASTER DEED FOR LAKEWOOD PARKHOMES

Lakewoode ParkHomes, Inc., a Michigan corporation, whose principal office is situated at 18610 West Eight Mile Road, Southfield, Michigan ("Developer) represented in this First Corrective Amended by Donald S. McMullen, who is fully empowered and qualified to execute the First Corrective Amendment to Superseding Consolidated Master Deed, hereby states:

1. The Superseding Consolidated Master Deed for Lakewoode Parkhomes Condominium dated February 27, 1975, was recorded on December 3, 1975 at Liber 6585, Page 404 et seq. and re-recorded on January 9, 1979 at Liber 6605, Page 34 et seq. to show Condominium Plan Number 212.

2. The Superseding Consolidated Master Deed, as recorded, set forth as Exhibit A thereto an incorrect legal description of the boundaries of the Project. Exhibit A should have been and is in accordance with the boundaries of the Project shown in the legal descriptions and surveys on Exhibit B of the original Superseding Consolidated Master Deed (engineering plans).

3. The Superseding Consolidated Master Deed hereby is amended as follows:

Exhibit A attached hereto hereby is substituted for the Exhibit A which was attached to the Superseding Consolidated Master Deed in order to describe correctly the boundaries of the Condominium Project as built.

Dated as of:

LAKEWOODE PARKHOMES, INC.

Witnesses:

By Donald S. McMullen

Kenneth C. Letherwood

Its Vice President

Lesley P. Bull

STATE OF MICHIGAN)
)
COUNTY OF OAKLAND) ss.

On this 20th day of September, A.D., 1979, before me, a Notary Public in and for said County, appeared Patricia Hoffman and Paul D. Black, to me personally known, who, being by me first duly sworn, did say that they are the Chairperson of the Board of Directors and Property Manager, respectively, of Lakewoode ParkHomes Condominium Association, a Michigan non-profit corporation, the corporation named in and which executed the within instrument; and that said instrument was signed on behalf of said corporation by authority of the Board of Directors; and the said Chairperson of the Bd. of Directors and Property Manager did acknowledge said instrument to be the free act and deed of said corporation.

Notary Public, Wayne County, Michigan
My Commission Expires: July 31, 1983

Kenneth L. Kopchick
Notary Public, Wayne County, Michigan
My Commission Expires July 31, 1983

Instrument drafted by and after
recording return to:

Gerald Van Wyke
BODMAN, LONGLEY & DAHLING
100 Renaissance Center, Suite 3400
Detroit, MI 48243
(313) 259-7777

SECOND AMENDMENT

TO SUPERSEDING CONSOLIDATED MASTER DEED

LAKEWOODE PARKHOMES CONDOMINIUM ASSOCIATION

This Second Amendment to Superseding Consolidated Master Deed is made and executed by Lakewoode Parkhomes Condominium Association, Inc., a Michigan non-profit corporation, acting through its duly elected Board of Directors whose address is P.O. Box 637, Novi, Michigan 48050, which Board of Directors is fully empowered and qualified to act pursuant to the Michigan Statutes made and provided to govern condominium projects.

WITNESSETH:

WHEREAS, the Co-owners of Lakewoode Parkhomes Condominium Association designated as Oakland County Condominium Subdivision Plan Number 212, having voted their approval of the following amendments to the Condominium Bylaws (Exhibit A of Superseding Consolidated Master Deed), recorded in Liber 6585, Pages 424 through 432 inclusive, by the requisite margins of approval set forth in the said Bylaws at a duly convened meeting of the Co-owners conducted on April 8, 1986;

NOW THEREFORE, upon recording of the following amendments with the Oakland County Register of Deeds and distribution of copies of same to the Co-owners of record, the said Condominium Bylaws (Exhibit A of Superseding Consolidated Master Deed) are hereby amended to read as per the following attached pages.

WITNESSES:

LAKEWOODE PARKHOMES
CONDOMINIUM ASSOCIATION, INC.
A Michigan non-profit corporation

Paul D. Black

Lee Zacardelli

BY: _____
HERB ABUGOW, Its President

Exhibit A
Legal Description

EXHIBIT A

LAKEWOODE PARKHOMES

LEGAL DESCRIPTION OF CONDOMINIUM PROJECT

PARCEL A

Part of the Southeast 1/4 Section 25, T.1 N., R.8 E., City of Novi, Oakland County, Michigan, more particularly described as beginning at a point distant S. 00 degrees 29 minutes 17 seconds E. 383.30 feet and S. 89 degrees 07 minutes 01 second W. 60.00 feet from the East 1/4 corner of said Section 25 and proceeding thence S. 00 degrees 29 minutes 17 seconds E. 15.00 feet; thence S. 89 degrees 07 minutes 01 second W. 745.20 feet; thence along a curve to the left radius 486.00 feet, central angle 12 degrees 00 minutes 00 seconds, arc 101.79 feet, chord 101.60 feet, chord bearing S. 83 degrees 07 minutes 01 second W.; thence S. 77 degrees 07 minutes 01 second W. 268.04 feet; thence along a curve to the right radius 400.00 feet, central angle 36 degrees 42 minutes 36 seconds, arc 256.28 feet, chord 251.92; chord bearing N. 84 degrees 31 minutes 41 seconds W.; thence N. 66 degrees 10 minutes 23 seconds W. 120.15 feet; thence along a curve to the left radius 1067.38 feet, central angle 08 degrees 47 minutes 21 seconds, arc 163.74 feet, chord 163.58 feet, chord bearing N. 09 degrees 34 minutes 11 seconds E.; thence N. 59 degrees 42 minutes 45 seconds East 149.92 feet; thence N. 00 degrees 17 minutes 16.5 seconds W. 152.07 feet; thence N. 89 degrees 07 minutes 01 second E. 687.37 feet; thence S. 00 degrees 21 minutes 43 seconds E. 383.30 feet; thence N. 89 degrees 07 minutes 01 second E. 622.30 feet to the point of beginning. Containing 7.838 acres subject to easements of record.

PARCEL B

Part of the Southeast 1/4 of Section 25, T.1 N., R.8 E., City of Novi, Oakland County, Michigan, more particularly described as beginning at a point distant S. 00 degrees 29 minutes 17 seconds E. 704.90 feet and S. 89 degrees 30 minutes 43 seconds W. 60.00 feet from the East 1/4 corner of said section 25 and proceeding thence S. 89 degrees 30 minutes 43 seconds W. 623.04 feet; thence S. 00 degrees 24 minutes 59 seconds E. 287.14 feet; thence S. 89 degrees 30 minutes 43 seconds W. 379.78 feet; thence due South 25.00 feet; thence due West 15.00 feet; thence due South 218.45 feet; thence along a curve to the right radius 170.00 feet, central angle 45 degrees 00 minutes 00 seconds, arc 133.52 feet, chord 130.11 feet, chord bearing S. 22 degrees 30 minutes 00 seconds W.; thence S. 45 degrees 00 minutes 00 seconds W. 213.77 feet; thence along a curve to the left radius 175.00 feet,

central angle 30 degrees 51 minutes 02 seconds, arc 94.23 feet, chord 93.09 feet, chord bearing S. 29 degrees 34 minutes 29 seconds W.; thence S. 14 degrees 08 minutes 58 seconds W. 164.98 feet thence S. 45 degrees 00 minutes 00 seconds W. 962.01 feet; thence due North 496.04 feet; thence along a curve to the left radius 543.00 feet, central angle 06 degrees 26 minutes 42 seconds, arc 61.08 feet, chord 61.05 feet, chord bearing N. 03 degrees 13 minutes 21 seconds W.; thence N. 06 degrees 26 minutes 42 seconds W. 100.00 feet; thence along a curve to the right radius 457.00 feet, central angle 06 degrees 26 minutes 42 seconds, arc 51.41 feet, chord 51.38 feet, chord bearing N. 03 degrees 13 minutes 21 seconds W; thence due North 125.39 feet; thence along a curve to the left radius 543.00 feet, central angle 02 degrees 49 minutes 46 seconds, arc 26.82 feet, chord 26.81 feet, chord bearing N. 01 degree 24 minutes 53 seconds W.; thence N. 02 degrees 49 minutes 46 seconds W. 100.00 feet; thence along a curve to the right radius 457.00 feet, central angle 02 degrees 49 minutes 46 seconds, arc 22.57 feet, chord 22.57 feet, chord bearing N. 01 degree 24 minutes 53 seconds W.; thence due North 136.53 feet; thence along a curve to the right radius 254.11 feet, central angle 29 degrees 24 minutes 01 second, arc 130.39 feet, chord 128.97 feet, chord bearing N. 14 degrees 42 minutes 00.5 seconds E.; thence N. 29 degrees 24 minutes 01 second E. 100.00 feet; thence along a curve to the right radius 237.00 feet, central angle 17 degrees 16 minutes 21 seconds, arc 71.45 feet, chord 71.18 feet, chord bearing N. 38 degrees 02 minutes 11.5 seconds E.; thence N. 46 degrees 40 minutes 22 seconds E. 100.00 feet; thence along a curve to the left radius 1225.35 feet, central angle 23 degrees 28 minutes 49 seconds, arc 502.16 feet, chord 498.65 feet, chord bearing N. 34 degrees 55 minutes 57.5 seconds E.; thence along a curve to the left radius 1067.38 feet, central angle 04 degrees 34 minutes 22 seconds, arc 85.19 feet, chord 85.17 feet, chord bearing N. 20 degrees 54 minutes 34 seconds E. thence S. 66 degrees 10 minutes 23 seconds E. 108.78 feet; thence along a curve to the left radius 486.00 feet, central angle 36 degrees 42 minutes 36 seconds, arc 311.38 feet, chord 306.09 feet, chord bearing S. 84 degrees 31 minutes 41 seconds E. thence N. 77 degrees 07 minutes 01 seconds E. 268.04 feet; thence along a curve to the right radius 400.00 feet, central angle 12 degrees 00 minutes 00 seconds, arc 83.78 feet, chord 83.62 feet, chord bearing N. 83 degrees 07 minutes 01 second E.; thence N. 89 degrees 07 minutes 01 second E. 744.60 feet; thence S. 00 degrees 29 minutes 17 seconds E. 220.19 feet to the point of beginning. Containing 32.091 acres Subject to easements of record.

PARCEL C

Part of the Southeast 1/4 of section 25, T. 1 N., R.8 E., City of Novi, Oakland County, Michigan, more particularly described as beginning at a point distant S. 00 degrees 29 minutes 17 seconds E. 383.30 feet and S. 89 degrees 07 minutes 01 second W. 60.00 feet and S. 00 degrees 29 minutes 17 seconds E. 15.00 feet and S. 89 degrees 07 minutes 01 second W. 745.20 feet and along a curve to the left radius 486.00 feet, central angle 12 degrees 00 minutes 00 seconds, arc 101.79 feet, chord 101.60 feet; chord bearing S. 83 degrees 07

minutes 01 second W. and S. 77 degrees 07 minutes 01 second W. 268.04 feet along a curve to the right radius 400.00 feet, central angle 36 degrees 42 minutes 36 seconds, arc 256.28 feet, chord 251.92 feet chord bearing N. 84 degrees 31 minutes 41 seconds W. and N. 66 degrees 10 minutes 23 seconds W. 465.87 feet, and along a curve to the left radius 743.00 feet, central angle 24 degrees 00 minutes 00 seconds, arc 311.23 feet, chord 308.96 feet, chord bearing N. 78 degrees 10 minutes 23 seconds W. and S. 00 degrees 10 minutes 23 seconds E. 86.00 feet from the East 1/4 corner of said section 25 and proceeding thence along a curve to the right radius 657.00 feet, central angle 24 degrees 00 minutes 00 seconds, arc 275.20 feet, chord 273.20 feet, chord bearing S. 78 degrees 10 minutes 23 seconds E.; thence S. 66 degrees 10 minutes 23 seconds E. 270.71 feet; thence along a curve to the right radius 981.37 feet, central angle 05 degrees 01 minute 49 seconds, arc 86.16 feet, chord 86.13 feet, chord bearing S. 20 degrees 40 minutes 38.5 seconds W.; thence along a curve to the right radius 1139.35 feet, central angle 23 degrees 28 minutes 49 seconds, arc 466.92 feet, chord 463.65 feet, chord bearing S. 34 degrees 55 minutes 57.5 seconds W.; thence S. 46 degrees 40 minutes 22 seconds W. 100.00 feet; thence along a curve to the left radius 323.00 feet, central angle 04 degrees 40 minutes 14 seconds, arc 26.33 feet, chord 26.32 feet, chord bearing S. 44 degrees 20 minutes 13 seconds W.; thence N. 53 degrees 19 minutes 38 seconds W. 287.40 feet; thence along a curve to the left radius 385.00 feet; central angle 16 degrees 00 minutes 00 seconds, arc 107.51 feet, chord 107.16 feet, chord bearing N. 61 degrees 19 minutes 38 seconds W.; thence N. 20 degrees 40 minutes 22 seconds E. 193.00 feet; thence N. 33 degrees 16 minutes 46 seconds E. 221.58 feet; thence N. 00 degrees 10 minutes 23 seconds W. 130.00 feet to the point of beginning. Containing 6.727 acres. Subject to easements of record.

PARCEL D

Part of the Southeast 1/4 of Section 25, T.1 N., R.8 E., City of Novi, Oakland County, Michigan, more particularly described as beginning at a point distant N. 89 degrees 07 minutes 10 seconds E. 228.28 feet and N. 01 degree 09 minutes 07 seconds W. 60.00 feet from the South 1/4 corner of said section 25 and proceeding thence N. 01 degrees 09 minutes 07 seconds W. 862.78 feet; thence N. 07 degrees 07 minutes 49 seconds W. 89.64 feet; thence N. 11 degrees 21 minutes 02 seconds W. 99.63 feet; thence N. 18 degrees 49 minutes 57 seconds W. 97.89 feet; thence N. 19 degrees 40 minutes 10 seconds W. 89.00 feet; thence N. 17 degrees 35 minutes 17 seconds W. 82.54 feet; thence N. 11 degrees 26 minutes 09 seconds W. 82.34 feet; thence N. 06 degrees 48 minutes 31 seconds W. 75.15 feet; thence N. 01 degrees 18 minutes 19 seconds E. 331.71 feet; thence S. 88 degrees 41 minutes 41 seconds E. 195.00 feet; thence along a curve to the right radius 325.00 feet, central angle 35 degrees 22 minutes 03 seconds, arc 200.62 feet, chord 197.44 feet, chord bearing S. 71 degrees 00 minutes 39.5 seconds E.; thence S. 53 degrees 19 minutes 38 seconds E. 278.40 feet; thence along a curve to the left radius 323.00 feet, central angle 01 degrees 56 minutes

35 seconds, arc 10.95 feet; chord 10.95 feet; chord bearing S. 30 degrees 22 minutes 18.5 seconds W.; thence S. 29 degrees 24 minutes 01 seconds W. 100.00 feet; thence along a curve to the left radius 340.11 feet, central angle 29 degrees 24 minutes 01 seconds, arc 174.52 feet, chord 172.61 feet, chord bearing S. 14 degrees 42 minutes 00.5 seconds W.; thence due South 136.53 feet; thence along a curve to the left radius 543.00, central angle 02 degrees 49 minutes 46 seconds, arc 26.82 feet, chord 26.81 feet, chord bearing S. 01 degree 24 minutes 53 seconds E.; thence S. 02 degrees 49 minutes 46 seconds E. 100.00 feet; thence along a curve to the right radius 457.00 feet, central angle 02 degrees 49 minutes 46 seconds, arc 22.57 feet, chord 22.57 feet, chord bearing S. 01 degree 24 minutes 53 seconds E.; thence due South 125.39 feet; thence along a curve to the left radius 543.00 feet, central angle 06 degrees 26 minutes 42 seconds, arc 61.08 feet, chord 61.05 feet, chord bearing S. 03 degrees 13 minutes 21 seconds E.; thence S. 06 degrees 26 minutes 42 seconds E. 100.0 feet; thence along a curve to the right radius 457.00 feet, central angle 06 degrees 26 minutes 42 seconds, arc 51.41 feet, chord 51.38 feet, chord bearing S. 03 degrees 13 minutes 21 seconds E.; thence due South 664.24 feet; thence S. 89 degrees 07 minutes 10 seconds W. 377.99 feet to the point of beginning. Containing 17.413 acres. Subject to easements of record.

BY-LAWS I of
LAKEWOODE PARKHOMES CONDOMINIUM ASSOCIATION

ARTICLE I - ASSOCIATION OF CO-OWNERS

Section 1. The Lakewood Parkhomes Condominium Project located in the City of Novi, Oakland County, Michigan shall be administered by an Association of Co-owners to be known as Lakewood Parkhomes Condominium Association, which shall be a non-profit Michigan corporation, and shall hereinafter be referred to as the "Association".

Section 2. (a) The overall project shall be built in segments and Master Deeds will be drawn, executed and recorded for successive segments of the overall project. Upon the completion of the Project, a Superseding Consolidated Master Deed will be drawn, executed and recorded, which will replace the previous Master Deeds for each segment. The superseding Consolidated Master Deed shall establish the schedule of values and all rights of the Co-owners in the entire Project and shall abrogate all rights created by any prior Master Deed. As used herein, the terms Master Deed and Superseding Consolidated Master Deed shall be referred to only as "Master Deed".

(b) The Association shall be organized to manage, operate and administer the affairs and property of the Condominium in accordance with the provisions of the Master Deed, the Articles of Incorporation, the By-Laws of the Association, the Regulatory Agreement, the rules and regulations of the Federal Housing Administration and the laws of the State of Michigan.

(c) The By-Laws governing the Association shall be divided into two parts and shall be known as By-Laws I and By-Laws II. By-Laws I shall refer to these By-Laws which shall be incorporated in and filed of record with the Master Deed. By-Laws II shall refer to that portion of the By-Laws that are not filed of record as referred to above, but are supplemental to By-Laws I and are applicable to the operation and administration of the Association as a corporate entity.

ARTICLE II - MEMBERSHIP AND VOTING

Section 1. (a) Each Co-owner of a Parkhome in the Condominium shall become a member of this Association by the recording with the Register of Deeds, Oakland County, Michigan, a deed or other instrument establishing record title to a Parkhome in the Condominium in the name of such Co-owner, and the delivery to the Association of a certified copy of such instrument. No other person or entity shall be entitled to membership

except the Developer and the Incorporators of this Association, as provided in the Articles of Incorporation.

(b) 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 Parkhome in the Condominium.

Section 2. Except as limited herein, each Co-owner shall be entitled to one (1) vote, the value of which shall equal the total of the percentages allocated to the Parkhomes owned by such Co-owner as set forth in the Master Deed. Voting shall be by value except in those instances where voting is required to be in value and in number.

Section 3. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Co-owners of the Association until he has presented evidence of ownership of a Parkhome in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in Section 4 below or by proxy given by such individual representative.

EXHIBIT "C"
FOR
SUPERSEDING CONSOLIDATED MASTER DEED
LAKEWOODE PARKHOMES

Section 4. Each Co-owner shall file a written notice with the Association naming that person (which may be the Co-owner himself) 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 Parkhome(s) owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 5. The first annual meeting of the Co-owners as members of the Association shall be called within ninety (90) days from the date when eighty (80%) per cent of the Parkhomes in the entire Project have been sold and the purchasers of same are

qualified as members, but in no event later than January 1, 1976. Other meetings shall be held as are provided for in By-Laws II of the Association. Notice of the time, place and subject matter of all meetings shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

Section 6. At each meeting of the members, the presence in person and/or by proxy of thirty-five percent (35%) in number and vote of the Co-owners qualified to vote shall constitute a quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 7. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 8. A simple majority in value of those voting in person or by proxy shall be sufficient for the transaction of all business of the Association, except on those matters where a greater vote is required by these By-Laws or by statute.

Section 9. Each member of the Board of Directors must be a Co-owner in the project except as provided in By-Law II.

ARTICLE III - BOOKS OF ACCOUNT

Section 1. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts shall be open for inspection by the Co-owners during reasonable working hours and shall be audited annually by qualified auditors. The cost of such audits shall be an expense of administration.

ARTICLE IV - ASSESSMENTS

Section 1. The Association shall be assessed as the entity in possession of all tangible personal property of the Condominium. All such personal property taxes shall be treated as an expense of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Section 54 of Public Act 538 of 1982 and Section 37 of Public Act 59 of 1978, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration, shall be receipts of administration.

Section 3. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Parkhome in the Master Deed, without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to a Parkhome, except for assessments specifically for covered parking (other than garages) which is a limited common element, provided, however, that any non-income producing Parkhome owned by the Association as a portion of the common elements and occupied by employees, shall be excluded from any and all assessments of whatsoever type. Assessments shall be due and payable at such times as the Association shall determine, commencing with the acceptance of the Co-owner as a member of the Association. All assessments, including those in connection with Community Facility, and in connection with covered parking areas (other than garages) which are limited common elements, shall constitute a lien on such Parkhomes from the date of assessment and such lien shall be prior to all other liens except liens for taxes by any federal, state, county or local government, and all sums unpaid on a first mortgage of record. The payment of an assessment shall be in default if such assessments, 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 bear interest at the rate of seven percent (7%) per annum until paid in full. Payments received after the tenth of the month in which they are due shall be subject to an administrative collection charge in such amount as the Board of Directors shall annually determine.

Section 4. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his Parkhome(s), or by the sale or transfer of his Parkhome(s) to a third party until said third party is accepted and qualified as a member or until notice is given by the former Co-owner, to the Association, of such sale or transfer.

Section 5. The Association may enforce collection of delinquent assessment by suit for a money judgment or by foreclosure of the lien securing payment. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the Parkhome from the Co-owner thereof. The expense incurred in collecting unpaid assessments including interest, costs and attorney's fees, shall be chargeable to the Co-owner in default. The

Association may also discontinue the furnishing of any services, including use of the Community Facility, to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intent to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 6. Charges for use of electricity and natural gas may be billed directly by the appropriate utility company to each Co-owner and if so billed will be paid individually by each Co-owner.

ARTICLE V - ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Master Deed, By-Laws I, By-Laws II, or the Management Agreement, if any, or any disputes, claims or grievances arising among or between Co-owners or between Co-owners and the Association shall, upon the election and written consent of the parties thereto and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The commercial Arbitration Rules of the American Arbitration Association in effect June 1, 1970, and as amended from time to time thereafter, shall be applicable to any such arbitration.

Section 2. The Association and/or a Co-owner may refuse to submit to arbitration and may petition the courts to resolve any such disputes, claims or grievances.

ARTICLE VI - INSURANCE

Section 1. The Association exclusively shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance and Workmen's Compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the premises of the Condominium Project, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgages, as their interests may appear, and provision shall be made for the issuance of certificates of insurance to the mortgagees of the Co-owners. Co-owners may obtain insurance coverage at their own expense to cover their personal liability, their personal property or any contents of their respective Parkhomes.

(b) All Parkhomes, other improvements and buildings in the condominium, and the personalty of the Association shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of Administration.

(d) A Co-owner in accepting title to a Parkhome in the Project constitutes and appoints the Association as its true and lawful attorney-in-fact to act in connection with all matters concerning the purchase and maintenance of all types of property and liability insurance pertaining to the Condominium, the Community Facility, the ownership of his respective Parkhome and all of the common and limited elements appurtenant thereto with any insurance company or group of insurance companies chosen by the Association. Without limitation on the generality of the foregoing, the Association shall have full power and authority to purchase and maintain such insurance; to collect proceeds and to distribute same to the respective parties entitled to same, or to the Co-owners and their respective mortgagees, as their interest may appear, and to execute all documents, releases and waivers and to do all things on behalf of each Co-owner and the Condominium, as shall be necessary or convenient to the accomplishment of the foregoing. All costs for procuring insurance coverage shall be an expense of administration.

ARTICLE VII - RECONSTRUCTION, MAINTENANCE AND REPAIR

Section 1. (a) Every Co-owner shall perform promptly all maintenance and repair work within his own Parkhome, which, if omitted, would affect the Project in its entirety or in a part belonging to other owners, and such Co-owner shall be responsible for the damages and liabilities that his failure to do may engender.

(b) Each Co-owner is solely responsible for the interior decorating of his Parkhome and the cost of maintaining and repairing any floor, ceiling or wall (whether or not a common element) in the interior of a Parkhome shall be the obligation of the Co-owner of that Parkhome.

(c) All repairs of internal installations of the Parkhome, such as telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories including water faucets, water tanks and fixtures, shall be at the Co-owners expense.

(d) A Co-owner shall reimburse the Association for any expenditures incurred in repairing or replacing any general or limited common element, unit, fixture or facility necessitated by the conduct of the Co-owner, his family, guests, tenants, agents, invitees and/or contractors and as otherwise provided in Article VIII, Section 15.

(e) The Association shall maintain all grass and landscaping in the Project, including areas which are limited common elements, provided however, that if, in the discretion of the Board of Directors, an improvement in a limited common area done by a Co-owner such as fencing, patio, landscaping, etc., (all of which must be first approved in writing by the Association), interferes with economical landscaping maintenance by the Association, the Association may require such Co-owner to perform his own maintenance but there shall be no reduction in such Co-owner's payments to the Association.

Section 2. No Co-owner shall make alterations or structural modifications to his Parkhome or to a limited common element without the written approval of the Association. In considering such requests, the Association may consider whether such alterations or structural modifications would jeopardize or impair the soundness, safety or appearance of the Condominium Project.

Section 3. 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) If the damaged property is a general or limited common element or a Parkhome, the property shall be rebuilt or repaired if any Parkhome in the Condominium is tenantable, unless it is determined that the condominium shall be terminated.

(b) If the Condominium is so damaged that no Parkhome is tenantable, the damaged property shall not be rebuilt unless seventy-five percent (75%) or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90 days) after the destruction.

Section 4. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project.

Section 5. Immediately after a casualty causing damage to property which is covered by insurance obtained by the Association, the Association shall obtain reliable and

detailed estimates of the costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if any time during 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 the Co-owners who own the damaged Parkhome(s) in sufficient amounts to provide funds to pay the estimated costs of repair. The Association shall have a line on such Co-owner's Parkhome with respect to any funds advanced on behalf of such Co-owner or Co-owners that are not the proceeds of insurance. In the event the damage is to the Community Facility or any of the other common elements, all Co-owners shall be assessed for such deficiency in accordance with their respective percentage of value.

Section 7. After complete or partial destruction of the Condominium as a result of any casualty, after any taking of the Condominium by eminent domain, or at any other time, the Condominium may be modified or terminated by the unanimous agreement of the Co-owners by vote or written consent, which agreement shall be evidenced by an instrument executed in the same manner as required for the conveyance of land. Any such termination or modification shall become effective when such agreement has been recorded with the Oakland County Register of Deeds. Any such termination or modifications shall comply with the requirement of Section 9 of Public Act 229 of 1963, as amended.

ARTICLE VIII - RESTRICTIONS

Section 1. No unit in the condominium shall be used for other than single-family residence purposes and the common elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. A Co-owner may rent or lease his unit for the same purposes set forth in Section 1. of this Article VIII, provided that written disclosure of such transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13. of this Article VIII. With the exception of a lender in possession of a unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall rent or lease less than an entire unit in the condominium. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

Section 3. No Co-owner shall make alterations in exterior appearance or make structural modification to his unit (including interior walls through or in which there exist

easements for support or 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, nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impairs sound-conditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. 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 may become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonable 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.

Section 5. 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. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. 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 areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner either in his unit or upon the common elements, which spoils the appearance of the Condominium.

Section 6. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or tables may be left unattended on or about the common elements. Use of any recreational facilities in the Condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 7. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Commercial vehicles and

Section 13. (a) A Co-owner desiring to rent or lease a condominium unit, shall disclose that fact in writing to the Association at least twenty-one (21) days before renting or leasing the condominium unit and shall supply the Association with a copy of the exact rental or lease form for its review for its compliance with the condominium documents.

(b) Tenants or non-owner occupants shall comply with all of the conditions of the condominium documents of the condominium project and all leases and rental agreements shall so state.

(c) If the Association determines that the tenant or non Co-owner occupant has failed to comply with the conditions of the condominium documents, the Association shall take the following action:

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

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

3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non Co-owner occupant for breach of the conditions of the condominium documents. The relief set forth in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the condominium unit.

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

Section 14. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the general common elements unless approved by the Association in writing.

Section 15. No unsightly condition shall be maintained upon any patio, porch or

deck and only furniture and equipment consistent with ordinary patio, porch or deck use shall be permitted to remain there.

Section 16. 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 or the 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 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 IV hereof.

Section 17. (a) All pets shall be leashed at all times and shall be under the immediate supervision and control of a responsible person when on the general common elements. Co-owners are responsible for the conduct of their guests which may from time to time bring pets onto the premises.

(b) Co-owners are responsible for the immediate cleanup of all fecal deposits and for any damage or injury caused by their pet(s) or those of their guests. Failure to comply with these requirements will entitle the Association to cleanup any such deposits and/or repair any resulting damages and assess the reasonable costs incurred thereby to the Co-owner.

(c) No pets may be staked anywhere on the general common elements.

(d) Further restrictions on pets may be adopted from time to time by the Board of Directors and published as Rules and Regulations of the Association.

ARTICLE IX - MORTGAGES

Section 1. No Co-owner may mortgage his Parkhome or any interest therein without the approval of the Association except to an institutional lender, including without limitation, a bank, mortgage banker, pension fund, life insurance company, a State or Federal Savings & Loan Association, or a chartered State or Federal credit union. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may

be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of a Parkhome, nor prevent a Co-owner from accepting a purchase money mortgage from a purchaser.

Section 2. Any Co-owner who mortgages his Parkhome shall notify the Association through the Management Agent, if any, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Parkhomes". The Association may, at the written request of a mortgagee of any such Parkhome, report any unpaid assessments due from the Co-owner of such Parkhome.

Section 3. 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 amount of such coverage.

ARTICLE X - COMPLIANCE

Section 1. The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons using the Facilities of the Project in any manner are subject to and shall comply with Act 59 of 1978 and Act 538 of 1982, as amended, the Master Deed, the Articles of Incorporation, the By-Laws I and By-Laws II of the Association, and the Regulatory Agreement and the mere acquisition, occupancy or rental of Parkhomes in the Condominium shall signify that the Master Deed, the Articles of Incorporation, the By-Laws I and II of the Association and the Regulatory Agreement are accepted and ratified. In the event the Master Deed, Articles of Incorporation, By-Laws I and II of the Association conflict with the provisions of the statute, the statute shall govern.

ARTICLE XI - REMEDIES FOR DEFAULT

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

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

Section 2. RECOVERY OF COSTS. In any proceeding arising because of an

BY-LAWS II OF
LAKEMOODE PARKHOMES CONDOMINIUM ASSOCIATION

ARTICLE I

RELATIONSHIP OF BY-LAWS I AND BY-LAWS II

Section 1. There are two sets of By-Laws governing the Association and the Co-owners in the Condominium. By-Laws II deal with the procedural operation and administration of the Association as a non-profit corporate entity. By-Laws I deal with the operation and administration of the Condominium itself. By-Laws I have been or will be, incorporated in and filed of record with the Master Deed filed herein or the Superseding Consolidated Master Deed.

ARTICLE II

MEETINGS OF MEMBERS

Section 1. - Place of Meeting. All meetings of the members of the Association shall be held at the principal office of the Association or at such other suitable place as may from time to time be fixed by the Board of Directors and specified in the respective notices of such meetings or any waiver of notices thereof.

Section 2. - Annual Meeting. Commencing with the 1987 Annual Meeting, and each year thereafter, the Annual Meeting shall be called and convened for such date, time and at such place during the month of April as the Board of Directors shall annually determine. If the election of directors shall not be held on the day designated herein for any annual meeting or at any adjournment of such meeting, the Board of Directors shall cause the election to be held at a special meeting as soon thereafter as conveniently may be. At such special meeting the members may elect the directors and transact other business with the same force and effect as at an annual meeting duly called and held.

Section 3. - Special Meetings. Special meetings of members may be called by the President whenever he deems such meeting advisable, and shall be called by the Secretary when so ordered by the Board of Directors or upon the written request of members entitled to not less than twenty-five percent (25%) in value of all the votes entitled to be cast at such meeting or at the request of the Federal Housing Commissioner or his representative. Such request shall state the purpose or purposes of such meeting and the matter proposed to be acted on thereat.

The Secretary shall give notice stating the purpose or purposes of the meeting to all members entitled to vote at such meeting. No special meeting need be called upon the request of members entitled to cast less than fifty percent (50%) in value of all votes entitled to be cast at such meeting to consider any matter which is substantially the same as a matter voted upon at any meeting of the members held during the preceding twelve months.

Section 4. - Notice of Meeting. Except as otherwise provided by law, notice of each meeting of members, whether annual or special, shall be given not less than ten (10), nor more than ninety (90) days, before the day on which the meeting is to be held, to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article II, Section 4 of By-Laws I by delivering a written or printed notice thereof to him personally, or by mailing such notice, postage prepaid. Except where expressly required by law, no publication of any notice of a meeting of members shall be required. Every such notice shall state the time and place of the meeting and shall state briefly the purposes thereof. Notice of any meeting of members shall not be required to be given to any member who shall attend such meeting in person or by proxy. Notice of any adjourned meeting of the members shall not be required to be given, except when expressly required by law.

Section 5. - Quorum. At each meeting of the members, the presence in person and/or by proxy of thirty-five percent (35%) in number and vote of the Co-owners qualified to vote shall constitute a quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 6. - Organization. At each meeting of the Association, the President or, in his absence, the Vice-President or, in the absence of both of them, a Chairman chosen by a majority vote in value of the Co-owners present in person or represented by proxy and entitled to vote thereat, shall act as Chairman, and the Secretary or, in his absence, a person whom the Chairman shall appoint, shall act as Secretary of the meeting.

Section 7. - Voting. Except as otherwise required by law, or specifically required by the Master Deed, Regulatory Agreement, By-Laws I or these By-Laws II.

- (a) each member shall have a vote equal in value to that percentage applicable to such member's dwelling unit(s) as set forth in the Master Deed, and
- (b) a quorum being present, a majority in value of all those voting in person or by proxy shall be sufficient on those matters which are to be voted on by the members.

All proxies shall be in writing, signed by the member or his duly authorized representative, and delivered to the Secretary of the meeting but no proxy shall be voted on after eleven

months from its date unless said proxy provides for a longer period. The election of directors shall be by ballot. Unless demanded by a member present in person or by proxy at such meeting and entitled to vote thereat or determined by the Chairman of the meeting to be advisable, the vote on any other question need not be by ballot. Votes may also be cast by a writing duly signed by the designated voting representative not present in person or by proxy at a given meeting. Same must be filed with the Secretary at or before the appointed time of the meeting.

Section 8. - Judges. If at any meeting of the members a vote by ballot shall be taken on any question, the Chairman of such meeting shall appoint two Judges to act thereat with respect to such vote. Each Judge so appointed shall first subscribe an oath faithfully to execute the duties of a Judge at such meeting with strict impartiality and according to the best of his ability. Such Judges shall decide upon the qualifications of voters and shall report the number and value of shares represented at the meeting and entitled to vote on such question, shall conduct and accept the votes, and, when the voting is completed, shall ascertain and report the number and/or value of shares voted respectively for and against the question. Reports of Judges shall be in writing and subscribed and delivered by them to the Secretary of the meeting. The Judges need not be members of the Association, and any officer of the Association may be a Judge on any question other than a vote for or against his election to any position with the Association or on any other question in which he may be directly interested.

ARTICLE III

BOARD OF DIRECTORS

Section 1. - General Powers. The property, affairs and business of the Association shall be managed by the Board of Directors. The Board shall, from time to time, make and adopt regulations respecting the common elements, including the community recreational facilities, of the Condominium, as are necessary for the enjoyment, maintenance and control of same. The Board may employ for the Association a management agent, attorneys, accountants, maintenance personnel and such other persons at compensation to be established by the Board, to perform such duties as the Board shall authorize.

Section 2. - Number, Qualification and Term of Office.

- (a) The first Board of Directors shall be at least three of the Incorporators of the Association. The terms of the first three (3) directors shall expire at the second annual meeting of the members and the election and qualification of their successors.
- (b) On and after the first annual meeting there shall be nine (9) directors on the

Board. Six (6) directors shall be elected at the first annual meeting and the term of office of three (3) of the newly elected directors shall be fixed for two (2) years and the term of office of three (3) of the newly elected directors shall be fixed for three (3) years. Thereafter, three (3) directors shall be elected at each annual meeting for a term of three (3) years. All directors shall hold office until their successors have been elected and qualified.

Section 3. - Vacancies. Any vacancy in any Board of Directors caused by any reason, other than the removal of a director by a vote of members of the Association, shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum: Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association to act for the unexpired term of his predecessor.

Section 4. - Removal of Directors. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 5. - Regular Meetings. Regular meeting of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting.

Section 6. - Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least three (3) directors.

Section 7. - Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 8. - Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such

adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice.

Section 9. - Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 10. - Management Agent. The Board of Directors may employ for the Association a management agent at compensation established by the Board to perform such duties and services as the Board shall authorize. The Board may also employ such persons as are necessary for the maintenance and operation of the Condominium, including the Community Facilities.

ARTICLE IV

OFFICERS

Section 1. - Designation. The principal officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, who shall all be members of the Board of Directors. The directors may also appoint such other Assistant Treasurers and Assistant Secretaries as in their judgment may be necessary. Any two officers except those of President and Vice-President may be held by one person.

Section 2. - Election of Officers. The officers of the Association shall be elected annually by the Board of Directors at the first Board of Directors' meeting following each annual meeting and such officers shall hold office at the pleasure of the Board.

Section 3. - Removal of Officers. Upon an affirmative vote of a majority of the members of the Board of Directors, any officer may be removed, either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

Section 4. - President. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of President of an Association, including but not limited to the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

other member of the Board to so do on an interim basis. The Vice-President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

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

Section 7. Treasurer. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all moneys and other valuable effects in the same, and to the credit, of the Association in such depositories as may from time to time be designated by the Board of Directors.

Section 8. - Other Duties and Powers. The officers shall have such other duties, powers, and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

FISCAL YEAR

The fiscal year of the Corporation shall be from October 1 through September 30 each year.

ARTICLE VI

AMENDMENTS

These By-Laws, or any of them, may be altered, amended or repealed, or new By-Laws may be made, at any meeting of the Association duly constituted for such purpose, a quorum being present, by an affirmative vote of fifty-one percent (51%) in value of Co-owners voting in person or by proxy, so long as such amendments or enactments are not inconsistent with the Master Deed, the Regulatory Agreement or By-Laws I of the Association, the rules and regulations of the Federal Housing Administration and the laws of the State of Michigan.