

RULES

VILLAS AT NORTHVILLE HILLS

The Board of Directors of the Villas at Northville Hills Condominium Association has adopted the following Rules:

UNIT MODIFICATIONS

No Owner may make any modifications, replacements, additions and/or alterations to the exterior appearance or structure of a Unit unless it is expressly authorized in the Villas' By-Laws, in Rules adopted by the Villas' Board of Directors or in a Variance approved by the Board of Directors. Such prohibited modifications, replacements, additions and alterations include, but are not limited to, painting, lighting, awnings, doors, shutters, newspaper or mail receptacles, antennas, satellite dishes, decks, patios, sound systems, audio-visual systems, shepherd hooks, flower pots or planters, window boxes, statuary, lawn ornaments, fountains, bird feeders, bird baths and basketball backboards. Any authorized modifications, replacements, additions and/or alterations (1) must be completed by the Owner in conformity with the authorization, any conditions thereof and all local government requirements, (2) may not impair the existing storm drainage of the Unit or of any neighboring Units, (3) may not interfere with the sprinkler system or utility access, and (4) may not encroach upon any easement or setback. In addition, the Owner shall hold the Association and the Unit's builder harmless from any direct and consequential damage to the Unit in any way related to the authorized activity.

PLANTINGS

An Owner may plant annuals and/or perennials in existing beds adjacent to the Owner's Unit, in no more than two pots at the Unit's main entrance, and in up to six moderately-sized pots or planters on the deck, provided the following requirements are met:

1. Vegetables and/or small fruit plants may be planted only on the deck.
2. No artificial flowers or greenery may be displayed.
3. The Owner must maintain and water all such plantings, pots and planters.
4. No plantings may interfere with maintenance of the Unit or its landscaping and may not invade the lawn or creep onto any part of the building.
5. Annual plantings may not be made before each April 1st.
6. Dead flowers and greenery must be removed immediately.
7. All pots (excluding pots at the main entrance and approved garage door pots), planters (excluding approved window planters) and all visible plantings must be removed by each November 1st. Pots at the main entrance, approved garage door pots and approved window planters may remain year around but may display only appropriate seasonal decorations, excluding artificial decorations, after November 1st.

8. Pots at the main entrance may not exceed 18" in diameter and the combined height of the pots and plants must be a minimum of 24" and a maximum of 60".
9. Plantings in beds may not exceed a height of 30".
10. All pots and planters must be weatherproof, be kept in good repair and be the same color (or a shade thereof) as the unit's brick, siding, deck or concrete or the color of terracotta, sandstone or black.

FLAGS

An Owner may display a U.S. flag or a school flag, as follows:

1. The U.S. flag may be displayed at any time.
2. A school flag may be displayed on a game day.
3. The flag shall be attached (using an angular bracket) to the front wall of the garage.
4. The flag must be in good condition, shall not exceed 3' by 5' and must be on a metal or wooden pole. The flagpole may not exceed 5' in length and 1" in diameter.
5. The Owner shall hold the Association harmless from any direct and consequential damage to the Unit caused by attachment of the bracket.

DECORATIONS

An Owner may display holiday and seasonal decorations on the exterior of the Unit, as follows:

1. Traditional decorations (excluding lights) may be displayed from one week before until one day after Easter and Halloween.
2. Traditional fall decorations (excluding lights) may be displayed from October 1st until one week after Thanksgiving.
3. December decorations may be displayed starting one day after Thanksgiving until January 15th, as follows:
 - a. A wreath, bow or similar decoration may be placed on or near the front door; however, no nails, screws or the like may be installed on the door, columns or siding.
 - b. A wreath, bough or bow may be attached with string, wire or the like to each outside light.
 - c. A wreath may be attached above the front porch window of middle units, above the kitchen window of end units and above the garage door provided the Owner holds the Association harmless from any direct and consequential damage to the Unit caused by the attachment.

- d. Non-blinking lights may be placed on trees, shrubs, deck rails and front columns, however extension cords may not cross sidewalks, front porches or driveways.
 - e. Rope garland may be placed on front door columns and deck rails.
4. Penetrating fasteners such as nails, screws and the like may be attached only to a unit's wood trim.
 5. Traditional figures may be displayed during the specified Easter, Halloween, fall and/or December periods provided they are done tastefully and in a reasonable amount.

FRONT DOOR WREATHS

Seasonal wreaths may be displayed on the front door year around provided they comply with the following:

1. They must be maintained in a neat and attractive manner.
2. Only brass or grey brackets that hang over the top of the door may be used – no nails, screws or the like may be installed on the door.
3. Wreaths should be a minimum of 18" and a maximum of 24" and wreath material must be weather resistant and may contain artificial (excluding plastic) flowers, greenery, berries, fruit and the like.

OUTSIDE LIGHTS

Front door, garage and deck lights shall not exceed 60 watts incandescent or 900 lumens for other types of bulbs.

Front pathway (sidewalk) lights may be installed provided they comply with the following:

1. No more than 20 watts or equivalent per light fixture.
2. No less than six feet between light fixtures.
3. Light fixtures must be located in a mulched bed.
4. Light fixtures must be black or consistent with the buildings siding or brick colors.
5. Any wires must be buried.

Spot lights may be installed provided they comply with the following:

1. 12 volt systems only with no more than 20 watt bulbs.
2. No less than 15 feet between light fixtures.
3. Lights may be aimed only at the owner's residence.
4. Lights may not be aimed higher than ground floor windows.
5. Light fixtures must be located in a mulched bed within 3 feet of the building foundation.

6. Light fixtures must be black or consistent with the building's siding or brick colors.
7. Any wires must be buried.

To install any other type of light, the Owner must request a variance.

STORM DOORS

Storm doors may be installed on the front and/or deck doors provided they are fullview (no self-storing or kick panel) with clear glass and brass hardware and in "sandtone" color, such as Andersen 3000 or Trapp 100, and provided that the Owner holds the Association harmless from any direct and consequential damage to the Unit related thereto. Any Owner who has a storm door installed acknowledges that the glass should be removed during hot weather to prevent warping of the main door. To install any other type of storm door, the Owner must request a variance.

DECKS

It is each Owner's responsibility to have his/her deck power-cleaned and re-stained regularly (every two years is recommended) to maintain an attractive and neat appearance. Unless a variance is obtained, all decks must be stained a light cedar color, such as Olympic caramel solid stain or TWP #101 cedartone semi-solid stain.

BIRD FEEDERS

An Owner may place a hummingbird feeder on or immediately adjacent to the Unit's deck from April 1st to November 1st.

OUTSIDE FURNITURE

An Owner may place a reasonable amount of traditional deck furniture on the unit's deck provided the color of such furniture and any umbrella is compatible with the deck, siding, brick or wrought iron railing colors or is dark green. Umbrellas may not have any writing or logos. No furniture may be placed on a front porch or approved patio unless it is approved by the Board of Directors. No furniture or other outside equipment may be stored at anytime under a deck and all front porch furniture must be removed from November 1st until April 1st. To deviate in any way from these requirements, the Owner must request a variance.

PARKING

In addition to other By-Law restrictions, no vehicle parked anywhere outside may be covered by a tarp or other material and no vehicle may be parked overnight on any roadway. While at the Villas, guests may park in cul de sacs and other non-driveway parking spaces for up to seven days. Residents may not park overnight in cul-de-sacs or other non-driveway parking spaces on a routine basis or for more than seven days at any time.

PETS

In addition to the By-Law restrictions, no pets may be tethered or left unattended outside a Unit (including on or to a deck, porch or approved patio) or in any common area. Pets must be leashed and under the immediate control of the pet owner at all times. Pets shall not be allowed near any shrubs or be allowed to bark frequently or continuously and may be walked only around the pet owner's unit, on the main sidewalks, on the road or in undeveloped areas.

SATELLITE DISHES

A satellite dish may not be installed unless the Owner obtains a variance from the Board of Directors and the proposed location of the dish is pre-approved by the Board of Directors or its designee.

TRASH

It is every Owner's responsibility to make sure that their waste material does not spill, blow away or otherwise negatively impact the beauty of the Villas. To assist the Owners in meeting this responsibility, the following guidelines should be followed:

1. Lids should be snapped firmly in place on recycle containers. Recycle containers and/or lids are available from Northville Township.
2. Garbage cans should have lids that lock in place or that snap on securely enough to stay in place if the can is blown over or the can should be lined with a large plastic bag that is securely tied at the top.

3. Large garbage bags may be used instead of or in addition to cans provided they are securely tied at the top. Small kitchen-sized garbage bags should not be used unless they are placed in a garbage can meeting the requirements set forth above or are consolidated in a large garbage bag with the top tied.
4. Small cardboard boxes and the like should be placed in garbage cans or, if the loaded bag is heavy enough to resist blowing away, may be separately bagged with the top tied. Large cardboard boxes and the like should be weighted down by a garbage can, large garbage bag or other heavy item.
5. Garbage cans and bags, recycle containers, cardboard and the like should not be placed outside before 9 PM the evening before trash pickup day and from April 1st through November 30th free-standing garbage bags should not be placed outside until the morning of the pick-up day.
6. Garbage cans and recycle containers should be taken in as soon as possible after the trash has been picked up.

CLUBHOUSE AND POOL

GENERAL:

1. The Clubhouse and Pool are for the exclusive use of Villas Owners and their invited guests. A guest may use these facilities only when accompanied by an Owner.
2. No personal items may be left on the premises at anytime (including in the Clubhouse refrigerator) and each Owner is requested to do his/her best to keep all of the facilities neat and clean and to turn off or down lights, TVs, appliances and the heating/cooling system when they are not needed.
3. No loud noises or other activities generally considered disturbing in a residential neighborhood are allowed.
4. No pets are allowed in the Clubhouse or Pool area.

CLUBHOUSE:

1. The Clubhouse will be open from 5 AM until 10 PM seven days per week but everyone should vacate the premises by 9:55 PM because the automatic alarm system activates at 10 PM.
2. If others are waiting to use the exercise equipment, each person should limit their total use to thirty minutes.
3. No smoking or alcohol is allowed in the Clubhouse.

POOL:

1. The Pool will be open from 6:00 AM to 9:00 PM.
2. The outside speakers may be used (at a reasonable volume) only between 9:00 AM and 7:00 PM.
3. Owners who bring guests must make sure that the number of guests is limited to four per Villa at any one time during the week and two per Villa on the weekend and holidays, that the guests comply with all of the Rules set forth herein and that the Owner is present at all times. If repeated problems arise, the Board or the Association's management company may revoke or temporarily suspend an Owner's right to have guests. The Board may also elect to revise the number of permitted guests if pool usage becomes too heavy.
4. Children under age 16 must be accompanied by an adult at all times.
5. No running or splashing on the deck.
6. Food may be consumed on the deck but all waste material must be immediately removed and no glasses or glass bottles may be used.
7. Only small floating articles may be used and they must be removed from the pool when not in use.
8. No food or drinks in the pool.
9. No smoking inside the fenced area.
10. No pets inside the fenced area.
11. Everyone must shower before using the pool.

RESERVING CLUBHOUSE SITTING ROOM:

1. Only the sitting room may be reserved but during the reserved time, the sitting room guests may use the kitchen, the restrooms and the small patio outside the back doors of the sitting room. However, use of the Pool or Pool deck or exercise equipment is prohibited and the kitchen appliances may only be used for warming (not cooking) food.
2. The inviting Owner(s) must be present at all times and must make sure that all of the requirements set forth herein and in the forgoing Rules are strictly observed.
3. No gambling or loud, risqué or illegal activities are permitted.
4. The sitting room and kitchen (including the range, microwave and refrigerator) must be left clean and neat and no food or food related garbage may be left anywhere on the premises.
5. The total number of guests and Owners in attendance may not exceed 30.
6. Parking is strictly limited to the marked spaces and other approved parking areas.

7. Nothing may be tacked, taped or otherwise attached to the lights, walls, ceilings or curtains.
8. To reserve the sitting room, the Association's management company must be contacted at least one week in advance. If the proposed date and time are available, the Owner must make a \$200 deposit (two \$100 checks) to make the reservation. \$100 of the deposit is a refundable security deposit to cover any damage and/or inordinate cleaning charges and \$100 is a non-refundable rental fee. The reserving Owner(s) agree to be responsible for any damages in excess of the \$100 security deposit and to hold the Association and the Villas Developer harmless from any liability that may arise as a result of the use of the facilities.
9. To facilitate Owner only functions in the sitting room (such as card games, book clubs, television events and the like), Owners who would like to use the sitting room at a specific time or times and do not intend to invite guests may also reserve the sitting room in advance (with no security deposit or rental fee) by contacting the Association's management company at least one week in advance.
10. No Owner who is in arrears on any financial obligation to the Association may reserve the sitting room for any purpose.
11. No Owner may reserve the Clubhouse sitting room for guest or non-guest functions more than once per month.
12. The Clubhouse may not be reserved or used for public or commercial functions and no signs of any kind may be placed on the Clubhouse or other Association property.

SUMMARY OF SELECT BY-LAW PROVISIONS

BBQs: Only gas-fired BBQs may be used. (Page 14)

COMMON AREAS: The clubhouse, pool, tennis courts and other common areas may be used only for the purposes intended, may not be monopolized or otherwise obstructed, and personal property may not be left there. (Page 15)

DECKS AND PATIOS: Decks may not be modified or extended, and patios may not be added unless authorized by the Board of Directors. (Page 16)

FLOWERS, TREES, SHRUBS: Flowers, trees, shrubs and/or plants may not be removed or added unless authorized by Association Rules or the Board of Directors. (Page 16)

GARAGE DOORS: Garage doors are to be kept closed when not being used for entry or exit. (Page 14)

LEASING A UNIT: Unit leasing must comply with the specific By-law requirements.

OUTSIDE DECORATIONS: Decorations (lights, wreaths, plants, furniture, statues, sculptures, etc.) may not be placed on the outside of a unit (including decks and porches) unless they are authorized by Association Rules or the Board of Directors. (Pages 13 and 15).

PETS: Pets over 80 pounds may not be kept at the Villas. Pets may not run loose, and no pet runs or shelters may be constructed. (Page 14)

PARKING: Vehicles may not be parked overnight on the roads (excluding cul de sacs and parking aprons). (Page 15)

SIGNS: For sale or other signs may not be displayed unless authorized by the Board of Directors. (Pages 13 and 15)

VEHICLES: Trailers, boats, commercial vehicles, camping trailers, etc. must be kept in a garage. (Page 15)

WEAPONS: No weapons of any kind (including B-B guns, sling shots and the like) may be used on or about a Unit. (Page 16)

WINDOW COVERINGS: Window coverings/treatments shall be white-backed unless otherwise authorized by the Board of Directors. (Pages 13 and 14)

This summary is not intended to be all-inclusive or definitive. All Owners were given a copy of the By-laws at or prior to closing. Copies may be obtained from the Association's Management Agent.

VARIANCES

If an Owner would like to request approval of an unauthorized activity, the Owner must submit a completed Variance Request form to the Association's Management Agent ("Agent"). Immediately upon receipt, the Agent shall forward the Request to the appropriate Association Committee. Within 30 days of receipt, the Committee shall consider the request and recommend approval by the Board of Directors with or without conditions, or the Committee shall deny the request.

If the Committee recommends approval, the Owner's Variance Request and the Committee's recommendation shall be forwarded immediately to the Agent for consideration by the Board of Directors at its next regularly scheduled meeting.

If the Committee denies the Request, the Agent shall immediately advise the Owner, including the reason(s) for the denial. Thereupon, the Owner may ask the Committee to reconsider the denial by filing a written request with the Agent. Upon such a request, the Committee shall reconsider the denial within 30 days and the Owner shall have an opportunity to be present and to discuss the matter.

The Owner may appeal a Committee's initial or reconsideration denial to the Board of Directors. Any such appeal shall be filed in writing with the Agent for consideration by the Board of Directors at its next regularly scheduled meeting.

If the Board of Directors denies a Variance Request, the Agent shall immediately advise the Owner, including the reason(s) for the denial. Thereupon, the Owner may ask the Board of Directors to reconsider the denial by filing a written request with the Agent. Upon such a request, the Board of Directors will reconsider the denial at its next regularly scheduled meeting and the Owner will have an opportunity to be present and to discuss the matter.

An approved Variance shall apply only to the specific Unit for which it was requested.

2/26/08

OCT 10 2001

10004169

Liber-34604 Page-90
201398155 10/10/2001
Bernard J. Youngblood, Wayne Co. Register of Deeds
RDHOLKAY

\$4.00 RECONUMENTATION
Receipt #89194
RECORDED
BERNARD J. YOUNGBLOOD, REGISTER OF DEEDS
WAYNE COUNTY, MI

\$264.00 DEED

Liber-34604 Page-90 201398155 10/10/2001 Bernard J. Youngblood, M.C. Rod

MASTER DEED
OF
VILLAS AT NORTHVILLE HILLS

A RESIDENTIAL CONDOMINIUM
WAYNE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 627

EXAMINED AND APPROVED
DATE 10/10/01
BY DLP-A/L/Y
DANIEL P. LANE
PLAT ENGINEER

THIS IS TO CERTIFY THAT ALL TAXES ARE PAID ON THIS PROPERTY AND THAT TAXES ARE PAID FOR FIVE YEARS PREVIOUS TO DATE OF THIS INSTRUMENT EXCEPT No. 553 / Raymond Young Date 11/16/2001
WAYNE COUNTY TREASURER Clerk Michelle A. ...

This Master Deed is made and executed this 18th day of July, 2001, by LAKE VILLAGE OF NORTHVILLE LIMITED PARTNERSHIP, a Michigan limited partnership (hereinafter referred to as "the Developer"), whose address is 30500 Northwestern Highway, Suite 400, Farmington Hills, Michigan 48334.

WITNESSETH:

WHEREAS, Developer desires, by recording this Master Deed, together with the Condominium By-Laws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located thereon, and the appurtenances thereto, as a condominium under the provisions of the Michigan Condominium Act (being MCLA 559.101 et. seq.)

NOW, THEREFORE, upon the recording hereof, Developer establishes Villas at Northville Hills as a condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as Villas at Northville Hills, Wayne County Condominium Subdivision Plan No. 627. The architectural plans and specifications for the improvements constructed within the Condominium will be filed with the Charter Township of Northville. The buildings and units contained in the Condominium, including the number, boundaries, dimensions

and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building contains individual Units for residential purposes only and each Unit is capable of individual use, having its own access to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with the other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Villas at Northville Hills Condominium Association as set forth herein and in the By-Laws attached hereto and the Articles of Incorporation of such Association. Nothing in this Master Deed shall be construed to impose upon Developer any legal obligation to build, install or deliver any structure or improvement which is labeled "need not be built" on the Condominium Subdivision Plan attached as Exhibit B.

ARTICLE II
LEGAL DESCRIPTION

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Northville, Wayne County, Michigan, described as follows:

A parcel of land located in the Southwest 1/4 of Section 15, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, and being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 15; thence along the South 87°52'44" West, 60.00 feet, along the South line of said Section 15 and the center line of Five Mile Road; thence North 01°50'18" West, 60.00 feet to the Northerly right-of-way of said Five Mile Road; thence South 87°52'44" West, 850.00 feet, along the Northerly right-of-way of said Five Mile Road to the Point of Beginning; thence continuing South 87°52'44" West, 1733.41 feet, along the Northerly right-of-way of said Five Mile Road, to a point on the West line of Section 15, and a boundary corner of "Northville Hills Golf Club Sub. No. 1", as recorded in Liber 115 of Plats, Pages 73 through 91, inclusive, Wayne County Records; thence North 01°44'25" West, 758.25 feet, along the West line of said Section 15, and along the boundary of said "Northville Hills Golf Club Sub. No. 1", (said point being South 01°44'25" East, 1858.10 feet from the West 1/4 Corner of said Section 15); thence North 87°52'44" East, 1162.38 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1"; thence North 66°39'16" East, 1525.97 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1", to a point on the Westerly right-of-way of Sheldon Road, (said point being South 01°50'18" East, 1288.92 feet, along the North and South 1/4 line of said Section 15 and the centerline of said Sheldon Road and South 88°09'42" West, 60.00 feet, from the center of said Section 15); thence South 01°50'18" East, 429.94 feet, along the Westerly right of way of said Sheldon Road, (said line being 60.00 feet West of and Parallel to the North and South 1/4 line of said Section 15); thence South 66°39'16" West, 913.60 feet; thence South 01°50'18" East, 550.00 feet to the Point of Beginning. All of the above containing 40.001 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

Tax Parcel No. 059-99-0002-000, covers more land.

ARTICLE III
DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and By-Laws of Villas at Northville Hills Condominium Association are defined as follows:

- (a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Association" means Villas at Northville Hills Condominium Association, the Michigan nonprofit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "By-Laws" means Exhibit A hereto, which are the By-Laws required for the Condominium and also the By-Laws required for the Association as a non-profit corporation.
- (d) "Common Elements" means the portions of the Condominium other than the Condominium Units.
- (e) "Condominium" or "Condominium Project" means Villas at Northville Hills as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.
- (f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.
- (g) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete residential Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.
- (h) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.
- (i) "Co-owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units. In the event of the conveyance of a Unit by land contract, the land contract vendees shall be the "Co-owners" of the Unit and shall bear sole liability for all obligations arising with respect to the Unit to the exclusion of the land contract vendors; provided that the Developer or an affiliate of the Developer may, in its sole discretion, retain the rights and obligations of a Co-owner with respect to any Unit sold under land contract by the Developer or an affiliate of the Developer by reserving

Liber-34604 Page-92

such rights and obligations in the land contract entered into by Developer or Developer's affiliate. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth Section 6 of the Act, as amended by Public Act 379 of 2000.

(j) "Developer" means Lake Village of Northville Limited Partnership, a Michigan limited partnership, and its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(k) "Development and Sales Period" means the period beginning on the date this Master Deed is recorded and continuing for as long as Developer holds for sale any Unit within the Project, as it is currently constituted.

(l) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(m) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(n) "Master Deed" means this document to which the Condominium By-Laws and Condominium Subdivision Plan are attached as exhibits.

(o) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of this Condominium.

(p) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(q) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

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

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, repair, replacement, restoration or renovation thereof are as follows:

L:\100-1-2004
000-0000

(a) The General Common Elements are:

- (1) The land, described in Article II hereof, and beneficial easements, if any, described in Article VII hereof, including any parking areas, walks, roads, pedestrian pathways and sidewalks, entrance facilities, landscaped and open areas (except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements), including such woodland areas as may be located within the Condominium.
- (2) The electrical system throughout the Condominium, including that contained within Unit walls, up to the point of connection with electrical outlets within any Unit.
- (3) The gas transmission lines throughout the Condominium, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (4) The water distribution system throughout the Condominium up to the point where service is connected or enters each Unit, including all common sprinkling system fixtures and connections, as well as all common sprinkling system controls; and all fire hydrants and attendant equipment. The water meters installed within each building shall also comprise General Common Elements, even if they are located within a Unit.
- (5) The sanitary sewer system throughout the Condominium up to the point where service enters or is connected with each Unit.
- (6) The storm sewer and storm water drainage systems throughout the Condominium, including below-ground and above-ground systems and all retention or detention ponds.
- (7) The plumbing network throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures (including water softeners) within any Unit.
- (8) The cable television transmission system throughout the Condominium (if any) and any telephone or other communication lines, including that part of such system and lines contained within Unit walls up to the point of connection with outlets within any Unit.
- (9) The structural members, materials and components which comprise the exterior walls, the roof, furnace chimneys, the foundations (including support components), the basement foundations, walls and floors, the ceilings and the floors which envelop the air space within the Unit and the air space within the attics, if any, the crawl spaces, if any, outside of a Unit, and Unit perimeter walls (including window and door frames therein, excluding the glass within the frames and glass sliding doors including the frames). The air space outside of a Unit but within the structural items which envelop a Unit is a General Common Element.
- (10) The site lighting, including all wiring, fixtures, posts and meters throughout the Condominium.
- (11) All beneficial utility and drainage easements.

Libert-74504
Page 9 of 14

common element and is limited to the sole use of the Co-owners of the Unit or Units that gain access to their garage(s) over each such driveway. Each driveway services one or more Units, and each driveway has direct access to a road, as shown on the Condominium Subdivision Plan attached hereto.

(6) The entire heating, ventilation and air conditioning systems and its component parts serving each Unit to the point of connection with the outside walls of the Unit shall be appurtenant to and limited to the sole use of the Co-owners of the Unit served by the system. The air conditioning compressor serving each Unit shall be a limited common element appurtenant to the Unit served even if said compressor is located outside the walls of the Unit.

(7) Any other amenity or appurtenance, if any, outside of a Unit, that is identified as a Limited Common Element in the Condominium Subdivision Plan attached as Exhibit B, unless otherwise described in this Master Deed.

(c) The responsibility for the full cost of maintenance, repair and replacement of the General and Limited Common Elements shall be the sole responsibility of the Association, except where specific exceptions are stated in the Condominium Documents, and are to be paid for according to the provisions of these Condominium Documents. The full responsibility for each Unit shall be borne by the Co-owners of the Unit.

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

The common expenses associated with the maintenance, repair, renovation, restoration or replacement of a Limited Common Element shall be specially assessed against the Unit to which that Limited Common Element was assigned at the time the expenses were incurred. Any other unusual common expenses benefitting less than all of the Units or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the Unit or Units involved, as set forth in Section 69(2) of the Act.

The amount of all common expenses not specially assessed in accordance with the foregoing shall be assessed against the Units in proportion to the assigned percentage of value appertaining to each Unit as provided in Section 69(3) of the Act.

The Association shall have specific responsibility to maintain, repair and replace the following items relating to Units and the costs for these items shall be considered expenses of administration:

(1) All landscaped areas (excluding such landscaping as may be installed and maintained by a Co-owner upon a porch, deck or patio in accordance with the By-laws attached hereto as Exhibit A).

- (2) All boundary fences, driveways, roadways and sidewalks, including the stairs or steps leading to the porches at the entrances to each Unit (but not the porches).
- (3) Snow removal from the roads, driveways, porches and any sidewalks (including driveways designated as Limited Common Elements).
- (4) The exterior of all buildings, excluding individual porches, decks, patios, glass windows and glass sliding doors, but including trim and hardware and the concrete pads upon which air conditioning compressors are situated.
- (5) The exterior of entry doors.
- (6) Individual attached garages, including the doors, exteriors and roofs of said garages, but excluding any electric garage door openers and/or the interior portions of such garages, including the concrete floors.
- (7) All mailboxes and stands.
- (8) Rubbish removal systems, if any.
- (9) All common site lighting.
- (10) All other items identified above in subparagraph (a) of this Article IV as General Common Elements.
- (11) Water service, including water used for the irrigation of the grounds within the Condominium, and sanitary sewer service will be measured in common meters with one meter being installed within one Unit in each building. Water and sanitary sewer services, including water and sanitary sewer service to the individual Units, shall be treated as a common administrative expense included in and paid for through the regular assessments imposed by the Association.

(d) Each Co-owner of a Unit shall have the responsibility to maintain, repair and replace the following items:

- (1) All appliances within a Unit and supporting hardware, including, but not limited to, garbage disposals, dishwashers, ranges and ovens, vent fans, duct work, vent covers and filters, hot water heaters, water softeners, furnaces, humidifiers, air cleaners, and air conditioners and compressors (whether located within or outside of a Unit, but excluding the concrete pad, which shall be the Association's responsibility), sump pumps and any gas barbecue installed on any deck or patio (provided, however, that all such barbecues must be properly installed and maintained at all times so as to avoid any risk of injury or damage to the Co-owners or the Condominium Project).

- (2) The interior of entry doors, all other doors, windows, doorwalls (including all glass door/wall frames and tracks), screens and related hardware within or leading to the individual Unit, including the glass within any entry door or window.
- (3) Any landscaping installed upon a porch, deck or patio in accordance with the By-Laws attached hereto as Exhibit A.
- (4) The fireplace combustion chamber, if any, located within the individual Unit.
- (5) All electrical fixtures or appliances within an individual Unit including, but not limited to, lighting fixtures, switches, outlets, antenna outlets and circuit breakers. (Note: Any modification to the existing electrical system must be approved in writing by the Board of Directors and must be completed by a licensed electrician.)
- (6) Any electrical outlets connected to an individual Unit's electrical meter, but located on the exterior of the Unit.
- (7) All plumbing fixtures, including shut-off valves, rings and washers located on or within an individual Unit's perimeter walls.
- (8) All cabinets, counters, interior doors, closet doors, sinks, tile and wood, either floor or wall, and related hardware.
- (9) All improvements or decorations including, but not limited to, paint, wallpaper, carpeting and trim.
- (10) Individual Unit drain lines and water softener discharge lines located within Unit perimeter walls.
- (11) All individual decks, patios and porches comprising Limited Common Elements appurtenant to the Unit and the stairs or steps leading to individual decks or patios, but not the stairs or steps leading to the porches which are located at the entrance to each Unit.
- (12) All electric garage door openers and the interior portions of all garages, including concrete floors.
- (13) All other items not specifically enumerated above which may be located within an individual Unit's perimeter walls.

ARTICLE V
USE OF PREMISES

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

ARTICLE VI
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of one hundred and eighty-four (184) residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan as prepared by Seiber, Keast & Associates, Inc. and Milletics and Associates, a copy of which is attached hereto as Exhibit B. Each Unit shall consist of the interior air space measured from the entire interior surface enveloping the Unit air space, including basement areas, if any; including (i) interior unpainted surfaces of inside walls; (ii) the inside surfaces of windows, doorwalls, doors and access panels; (iii) the unpainted interior surfaces of ceilings; and (iv) the interior and unfinished surfaces of the sub/floors and/or basement floor. In addition to the above described air space, each Unit shall also include all items, components, fixtures and mechanisms, from the point of connection inward, which provide the Unit with its plumbing, electrical, waste disposal, water, heating and air conditioning services. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Condominium Subdivision Plan.

The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. Rights to use the General Common Elements shall not be increased or decreased as between Co-owners as a result of disparate assigned values; nor shall the assigned value of ownership in the Limited Common Elements increase or decrease the right to use Limited Common Elements as prescribed in this Master Deed and the Act. The total percentage value of the Condominium is one hundred (100%) percent.

Based on the nature of the Condominium Project and the fact that the Association's responsibility for maintenance of Common Elements will not be substantially different among all of the Units, the Percentages of Value assigned to the one hundred and eighty-four (184) Units are equal.

ARTICLE VII
EASEMENTS AND ENCUMBRANCES

The Condominium is subject to the following easements, restrictions, and agreements:

(a) Developer (on its behalf and on behalf of its successors or assigns, agents, invitees, employees and contractors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium for purposes of ingress and egress in and to the Condominium and the Units.

(b) By recordation of this Master Deed, Developer reserves the right and power to dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees, shall be deemed irrevocably to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their Mortgagees in any

statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

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

(d) Developer reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, street, safety or construction purposes and to enter into agreements regarding such matters, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and Mortgagees shall be deemed to have appointed Developer and its successors or assigns as agent and attorney-in-fact to make such easements or dedications and enter into such agreements. After certificates of occupancy are issued for one hundred (100%) percent of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(e) If any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and Common Elements for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a common element.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on and over all Units, for access to the Units to conduct any activities authorized by this Master Deed or the Condominium By-Laws. Prior to any entry into the Unit, the Association, through its authorized agent, will first provide the Co-owner with reasonable notice and will attempt to coordinate such entry with such Co-owner in order to minimize interfering with the Co-owner's use and enjoyment of the Unit; provided, however, that in the event of an emergency or in the event a Co-owner fails to respond to a written request for entry within forty-eight (48) hours in a non-emergency situation, the Association will have the right of entry into the Unit.

(g) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, to fulfill their responsibilities of maintenance, repair and replacement of common amenities or improvements (whether or not such common

amenities or improvements are integrated into the Condominium) and also to fulfill any responsibilities of maintenance, repair or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. The scope of the easements described in this paragraph (g) shall include the right of the appropriate public utility company and the Association's contractors to enter a Unit for the purpose of reading or repairing any water or sanitary sewer service meter located within the Unit.

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

(i) There shall exist for the benefit of the Township of Northville or any emergency service agency, an easement over all roads and driveways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-Owners thereof. The U.S. Postal Service shall also have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements shall not be construed as a dedication of any streets, roads or driveways to the public.

(j) Developer hereby reserves an easement as shown on the Condominium Subdivision Plan for the benefit of the land located immediately north of the Condominium to permit the extension of sanitary sewer and water lines from such restroom facility as may be constructed on the golf course located on the benefitted land to a point of connection with the sanitary and sewer lines installed within the Condominium at a point between the buildings that respectively contain Units 16 through 18 and Units 19 through 21. The scope of these reserved easements shall include the right to enter upon the general common element land included in the Condominium to the extent required to maintain or repair such sanitary sewer and water lines as may be installed to serve the restroom facility; provided that the beneficiary of the easement shall restore any grounds or improvements disturbed during the exercise of the easement rights reserved in this provision.

(k) Developer intends to obtain a permanent, non-exclusive easement (the "Tennis Court Easement") from its affiliate and the owner of the land north of the Condominium, Toll

Northville Limited Partnership ("Toll Northville"), for the benefit of all Co-owners and their guests, tenants and invitees for access to and the use of certain tennis courts that may be constructed on the golf course land near the northwest corner of the Condominium as shown on the Condominium Subdivision Plan. Pursuant to the terms of the proposed Tennis Court Easement, the Association shall be responsible for the maintenance, repair and replacement of the tennis courts and the pedestrian walkway that extends from the Condominium to the tennis courts and the cost of such maintenance, repair and replacement is to be included in the administrative expenses of the Association that determine the amount of assessments to be imposed on Units pursuant to Article II of the By-Laws. The Tennis Court Easement will grant to the Association and its contractors and agents such access over and to the site of the tennis courts as may be reasonably necessary and beneficial for the maintenance, repair and replacement of the tennis courts by the Association. The Tennis Court Easement will reserve to Toll Northville the right to revise the easement to permit the use of the tennis courts by the owners of lots in Northville Hills Golf Club Subdivision and their guests, tenants and invitees; provided that if such greater use of the tennis courts is permitted, the beneficiaries of that right of usage shall be required to share in the cost of the maintenance, repair and replacement of the tennis courts which shall nevertheless be administered by the Association. Developer shall have the right to enter into the Tennis Court Easement on behalf of all Co-owners and the Association without the prior consent of any Co-owner or any other person with an interest in the Condominium.

(l) The land included in the Condominium is subject to a certain Planned Unit Development Agreement (the "PUD Agreement") dated April 17, 1997 by and among the Economic Development Corporation of the Charter County of Wayne, the Charter County of Wayne and the Charter Township of Northville and recorded at Liber 29691, Page 417 et. seq., Wayne County Records, and the First and Second Amendments to the aforesaid PUD Agreement. The PUD Agreement established a planned unit development encompassing nearly 900 acres within Northville Township. Pursuant to the PUD Agreement and the amendments to that document, the planned unit development includes a public golf course, public recreation areas and facilities, single family and multifamily housing, neighborhood commercial development, and an area for office and research and development use. The PUD Agreement includes certain specific standards, including design standards, that govern the development of the Condominium, including a requirement for the establishment of a 100-foot wide wooded/landscape greenbelt along the portion of the Condominium bordered by Sheldon Road. Pursuant to requirements imposed by the PUD Agreement, as amended by the First Amendment to Planned Unit Development Agreement, Developer has or will enter into a storm water maintenance agreement, a bike path/sidewalk agreement (if applicable), an open space maintenance agreement and a landscape maintenance agreement, all of which shall run with the land included in the Condominium and be binding upon the Association.

(m) The Developer has entered into an Easement Agreement with Toll Northville to establish an easement for storm water drainage for the benefit of the Condominium onto land located north and west of the Condominium and for the maintenance of certain storm water drainage facilities thereon, including storm water drainage lines and storm water detention ponds as shown on the Condominium Subdivision Plan. The land included in the Condominium is subject to a certain Declaration of Storm Sewer Easement recorded at Liber 30196, Pages 6852 through 6873, both inclusive, Wayne County Records. That document provides for the allocation of the costs of maintaining certain storm water drainage facilities, including three retention

ponds, among properties subject to the PUD Agreement described in paragraph (l) above. Any and all charges imposed on the Condominium and the Units therein with respect to the aforesaid Declaration of Storm Sewer Easement shall be included in the administrative expenses of the Association.

ARTICLE VIII
AMENDMENTS

This Master Deed and any Exhibit hereto may be amended as follows:

(a) No Unit dimensions may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

(b) If the amendment will materially change the rights of the Co-owners or first Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and first Mortgagees of the Units (unless a greater majority is specified in the Condominium By-Laws). A first Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraphs (a) and (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

- (1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;
- (2) To amend the Condominium By-Laws, subject to any restrictions on amendments stated therein;
- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium By-Laws;
- (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Acts or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To make any amendment expressly permitted by this Master Deed;
- (7) To make, define or limit easements affecting the Condominium;
- (8) To record an "as-built" Condominium Subdivision Plan;

(9) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to the Wayne County Department of Public Works or any other governmental agency or to comply with the requirements of any governmental agency.

(d) Notwithstanding any other provisions of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and first Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may not make any amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium, nor can the Association ever make any amendment which abridges or in any way limits the easement rights reserved in Article VII above in favor of the Developer.

(e) Any amendment to this Master Deed which affects the conditions imposed on the Condominium by the Township of Northville or the rights of the Township shall require the prior written consent of the Township of Northville, which consent will not be unreasonably withheld.

ARTICLE IX
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

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

(a) By Developer. Until the First Annual Meeting, Developer reserves the sole right, (without the consent of any other Co-owner or any mortgagee of any Unit) to take the following actions:

(1) Consolidate Contiguous Units. Consolidate under single ownership two or more Units. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by Law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(2) Relocate Boundaries. Relocate any boundaries between adjoining Units, separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(3) Amendments to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such consolidation or relocation of boundaries shall be separately identified by number. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing.

(4) Conformity with Laws and Ordinances. All actions taken under this Article IX must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the Township of Northville.

(b) Limited Common Elements. Limited Common Elements, if any are created, shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to consolidate Units or relocate boundaries described in this Article.

ARTICLE X
CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer does not intend to dedicate to public use the roads and road rights-of-way shown on the Condominium Plan and Developer undertakes no obligation whatsoever to effect such dedication of the roads. Developer nevertheless reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road rights-of-way as the same are shown on the Condominium Plan. At the sole option of the Developer, within a period ending no later than six (6) years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road rights-of-way dedicated to public use.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that is dedicated to public use as a road and/or road right-of-way. The withdrawal of such land pursuant to this Article X shall be effected by an amendment of the Master Deed as provided in subparagraph (d) below and by a single conveyance of all roads and road rights-of-way in the Condominium to the Wayne County Department of Public Works (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road rights-of-way, there are no restrictions on Developer's right to contract the Condominium as provided in this Article X. Developer makes no representation whatsoever that the roads constructed to provide access in and to the Condominium meet the requirements imposed by the appropriate governmental agencies for dedication of the roads.

(d) The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road rights-of-way described above to public use. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the Developer or its successors, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate the Developer to dedicate the roads and road rights-of-way in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XI
CONVERTIBLE AREAS

(a) The Common Elements and all Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified and within which Units may be expanded, moved, deleted and created as provided in this Article XI. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units that may be included in the Condominium is one hundred and eighty-four (184) units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the

Developer or its successors or assigns, as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

(e) All modifications to Units and Common Elements made pursuant to this Article XI shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the Percentages of Value set forth in Article VI hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of one hundred (100%) percent for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in Percentages of Value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the original method and formula described in Article VI of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article XI.

ARTICLE XII
DEVELOPER'S RIGHT TO USE FACILITIES

Until the end of the Development and Sales Period, the Developer, its successors and assigns, agents and employees may maintain such offices, model units, reasonable parking, storage areas and other facilities on the Condominium as it deems necessary to facilitate the development and sale of the Condominium Project. Throughout the entire duration of the Development and Sales Period, Developer, its successors and assigns, agents and employees shall have such access to, from and over the Condominium as may be reasonable to enable the development and sale of the Condominium Project. Developer shall pay the cost related to such use and restore the facilities to habitable status upon termination for such use.

ARTICLE XIII
ASSIGNMENT

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

VILLAS AT NORTHVILLE HILLS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Condominium Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

Libert-34604

Page-109

(a) Annual Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from-time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors, that the assessments levied are or may prove to be insufficient (1) to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, (3) to provide additions to the General Common Elements not exceeding Fifteen Thousand (\$15,000.00) Dollars annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without a Co-owner's consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof regarding the Association's responsibilities for repair and maintenance. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding Fifteen Thousand (\$15,000.00) Dollars for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (c) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the

Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the 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 Unit in Article VI of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners either in twelve (12) equal monthly installments, quarterly or annually, in the discretion of the Board of Directors, subject to Section 7 below, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late fee of Twenty Five (\$25.00) Dollars per month shall be imposed on each installment which is in default for ten (10) or more days. The Association may increase or assess such other reasonable automatic late charges or may, pursuant to Article XX hereof, levy additional fines for late payment of assessments as the Association deems necessary from time to time. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the

Condominium and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions.

(c) Power of Sale. Further, each Co-owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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

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

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

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

Section 7. Developer's Responsibility for Assessments. Until the First Annual Meeting is held in accordance with the provisions of Article IX, Section 2 of these Bylaws, the Developer, even though a member of the Association, shall not be responsible for payment of the regular assessments of the Association established pursuant to subsection 2(a) above. The Developer, however, shall during the period up to the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by the Developer at the time the expense is incurred to the total number of completed Units in the Condominium. In no event shall the Developer be responsible for payment, until after the First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, capital improvements or other special assessments, except with respect to occupied Units owned by it. After the First Annual Meeting, Developer shall be responsible for payment of the full amount of any regular Association assessments for all completed Units owned by it. Developer shall not be responsible at any time for payment of regular assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim, or any similar or related cost. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

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

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Construction Lien. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. The written statement from the Association shall also disclose the amounts of any interest, late charges, fines, costs and/or attorney fees due and owing with respect to the Unit (the "Related Costs"). Upon the payment of the sums set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related Costs and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III
ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. At the exclusive option of the Association, a contract to settle by arbitration shall be executed by the Developer with respect to any claim that might be the subject of a civil action against the Developer, which claim arises out of or relates to the Common Elements of the Condominium Project if the amount of the claim is Ten Thousand (\$10,000.00) Dollars or less. At the exclusive option of a Co-owner, any claim which might be the subject of a civil action against the Developer which involves an amount less than Two Thousand Five Hundred (\$2,500.00) Dollars and arises out of or relates to a Co-owner's Unit or the Condominium Project, shall be settled by binding arbitration. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV
INSURANCE

Section 1. Association Coverage. The Association shall carry all risk insurance covering all commonly insured occurrences against all risks of direct physical loss; and against all occurrences commonly insured against for death, bodily injury, and property damage arising out of or in connection with the use, ownership or maintenance of the Common Elements. Such insurance shall include, but not be limited to, fire and extended coverage, vandalism and malicious mischief, host liability, all inclusive liability insurance and worker's compensation insurance, where applicable and available.

(a) Basic Policy Provisions. Insurance policies carried by the Association shall, if available without extraordinary premium charges, provide that:

- (1) Each Unit Owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association.
- (2) The insurer waives its right to subrogation under the policy against any Co-owner or member of such Co-owner's household.
- (3) No act or omission by any Co-owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition for recovery under the policy.
- (4) If, at the time of a loss under the policy, there is other insurance in the name of a Co-owner covering the same risk covered by the policy, the Association's policy provides primary insurance.
- (5) That insurance proceeds must be disbursed first for repairs or restoration of the damaged property, unless and subject to the following:
 - (A) The Condominium is terminated;
 - (B) Repair or replacement would be illegal under any state or local health or safety statute or ordinance; or
 - (C) More than eighty (80%) percent of the Co-owners of all of the Units in the Condominium vote not to rebuild. The cost of repair or replacement in excess of insurance proceeds and reserves is a common expense. If the entire Condominium is not repaired or replaced, then: (i) the insurance proceeds attributable to the damaged Common Elements must be used to restore the damaged area to a condition compatible with the remainder of the Condominium; (ii) the insurance proceeds attributable to Units and Limited Common Elements which are not rebuilt must be distributed to the Co-owners of those Units and the Co-owners of the Units to which those Limited Common Elements were assigned, or to lien holders, as their

interests may appear; and (iii) the remainder of the proceeds must be distributed to all of the Co-owners or lien holders, as their interests may appear, in proportion to the Common Element interest of all of the Units. If the Co-owners vote not to rebuild any Unit, that Unit's allocated interests are automatically reallocated as if the Unit had been condemned under Article V, Section 5 of these Bylaws, and the Association shall promptly prepare, execute, and record an amendment to the Master Deed reflecting the reallocations.

(b) Insurance Replacement Values for Common Elements. All General Common Elements of the Condominium shall be insured against all risks, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association or by an insurance agent retained by the Board of Directors at each anniversary renewal date of said insurance. The Board may engage professional appraisers for this purpose.

(c) Insurance for Standard Improvements Located Within Unit Interiors and Limited Common Elements. The standard interior improvements in all Units (including the Limited Common Elements appurtenant to a Unit) shall be covered by all risk insurance procured and paid for by the Association as part of its policy of insuring the Common Elements in amounts equal to the insurable replacement value of all of the interior structural and attendant and related building materials required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the finished subfloors; basement floors; basement walls; drywall; cabinets, finished carpentry; electrical and plumbing conduits, supplies and fixtures; tile; lighting fixtures; doors; door jams; glass doorwalls; hardware and all other materials as may be defined as standard by the Board of Directors of the Association from time to time in a published set of specifications (the "Standard Specifications"). Should the Board fail to publish such specifications, the Standard Specifications to be used for repair and replacement shall be determined by reference to the original installations, given the passage of time, as a standard.

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

(e) Receipt and Distribution of Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, that whenever repair or reconstruction of damaged portions of the Condominium shall be required as provided in Article V of these Bylaws, the insurance proceeds received by the Association shall be first applied to such repair or reconstruction unless the other provisions of the Condominium Documents mandate otherwise.

Section 2. Authority of Association to Maintain Insurance and Settle Claims. Each Co-owner appoints the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance for all insurance for the Condominium Project, including the

insurance to be carried by such Co-owner under this Article IV, Section 3 below, if the Co-owner fails to meet his responsibilities thereunder. The Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject to limiting or defining provisions of the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of the Association and any of its Co-owner members as shall be necessary to accomplish the foregoing.

Section 3. Insurance Responsibilities of Co-Owners. Each Co-owner shall be obligated and responsible for:

- (a) Obtaining all risk liability and property insurance (generally in the form of an HO(6) policy, or such other specifications as the Association may prescribe or as may be commonly extant from time to time, and herein sometimes referred to as "Co-owner's Insurance") with respect to the improvements, decorations and any other personal property in his Unit which have been added to the Standard Improvements defined (or to be defined) in Section 1(c) of this Article IV or any other property contained within his Unit which is not covered by the Association's policy. This provision shall not preclude the Association from acquiring a blanket policy which covers the contents within a Unit under terms and conditions acceptable to the Association and the insurance carrier.
- (b) Providing insurance coverage for all risk liability for injury to property and persons occurring in the Unit to the limits prescribed from time to time by the Board of Directors of the Association, but in amounts not less than \$100,000.00 for damage to property and \$500,000.00 for injury to persons on a per event basis.
- (c) Insuring his personal property located within his Unit or elsewhere on the Condominium Project.

All Co-owner property insurance shall be carried in an amount equal to the maximum insurable replacement value of said improvements. A Co-owner's failure to fully insure his contents shall be a risk which he solely carries. Each Co-owner shall, on or before the annual anniversary dates of the issuance of his Co-owners' insurance, deliver certificates of such insurance to the Association. The Co-owner's policy of insurance shall also name the Association as an insured under his liability coverage. If a Co-owner fails to obtain such insurance (which may be assumed to be the case if the Co-owner fails to timely provide evidence thereof to the Association), the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor (if not reimbursed by the Co-owner on demand) shall constitute a lien against the Co-owners's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. The Association shall under no circumstance have any obligation to obtain any of the insurance coverage described in this Section 3 or incur any liability to any person for failure to do so. The Association may, on its own or through its paid agents, maintain a roster of Co-owners's insurance setting forth such relevant data as it deems helpful and useful to monitor the implementation of this Section 3.

The Co-owner's policy hereunder shall contain a thirty (30) day non-cancelable clause with mandatory thirty (30) day notice of cancellation to be mailed to the Association.

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

Section 5. Additional Insurance. The Association may, as an expense of administration, purchase an umbrella insurance policy which covers any risk required hereunder which was not covered due to lapse or failure to procure.

Section 6. Modifications to Insurance Requirements and Criteria. The Board of Directors of the Association may, with the consent of thirty-three and one-third (33-1/3%) percent of the Co-owners, revise the types, amounts, provisions, specifications and other provisions of this Article IV, except where prohibited by the Act.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged as a result of fire, vandalism, weather or other natural or person caused phenomenon or casualty, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or an improvement thereon or appurtenance thereto, the Association shall expeditiously rebuild and/or repair the damaged property to the specifications set forth in these Bylaws. Pending rebuilding or repair, the Co-owner shall remove all debris and maintain the Unit and improvements thereon in a clean and sightly manner and in the best condition reasonable efforts can achieve. The Co-owner shall be responsible for the determination and coordination of the rebuilding of internal improvements beyond the Standard Specifications established pursuant to Article IV, Section 1(c) above if the Co-owner elects to exceed the Standard Specifications. The Association may reject any changes to the Standard Specifications which it deems not to be in the best interest of the Condominium Project. No change to the exterior appearance of any building shall be permitted. The Association and Co-owner shall cooperate in coordinating their respective repair and replacement responsibilities.

Section 2. Repair in Accordance with Master Deed. Reconstruction or repair shall be substantially in accordance with the Master Deed, the Condominium Subdivision Plan attached thereto as Exhibit B, and the original plans and specifications for the Condominium as updated by the published Standard Specifications.

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

Section 4: Timely Reconstruction and Repair. If damage to the Common Elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

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

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

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a

condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

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

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

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they may from time to time direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them.

ARTICLE VI
RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than single-family residential purposes; provided, however, that from time to time a Unit may also be occupied by a reasonable number of guests (which may include all of the members of another family). In no event may any Unit be used as a residence for more than one family and no Unit shall be used to conduct any business, trade or profession; provided, however, that any Co-owner may maintain a professional library in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit.

Section 2. Architectural and Aesthetic Control; Rules and Regulations.

(a) Standards for Construction and Replacement of Improvements. During the Development and Sales Period, any and all improvements constructed within the Condominium shall be constructed by the Developer or with the prior written approval of the Developer. The approval of any improvement not constructed by Developer during the Development and Sales Period shall be within the sole and absolute discretion of the Developer for the purpose of ensuring that the Condominium is developed as an attractive residential development that is in harmony with its surroundings. Pursuant to the PUD Agreement described in Article VI, paragraph (j) of the Master Deed, the improvements constructed within the Condominium shall be governed by the following standards:

- (1) No building within the Condominium shall exceed a height of thirty-five (35') feet or 2.5 stories.
- (2) At least fifty (50%) percent of the exterior walls of buildings constructed within the Condominium shall be comprised of masonry, brick, natural stone or wood siding and roofing shall be wood shingles or shakes, and other high quality, low maintenance materials such as asphalt shingles.
- (3) The design of the buildings constructed in the Condominium shall include varied roof lines using a combination of gable and hip roofs, dormers and cupolas.
- (4) Buildings constructed within the Condominium shall provide architectural features, details and ornaments such as archways, colonnades, cornices, peaked roof lines or towers. Building entrances shall feature windows, canopies and awnings. Rear facades of buildings visible from Sheldon Road or other buildings in the Condominium shall be constructed to a finished quality comparable to the front facades of such buildings.

(b) Aesthetic and Architectural Control in General. Subject to the limitation stated below, the Board of Directors of the Association, on its own initiative, acting through a sub-committee of one or more persons appointed by the Board with the Board's approval, may issue and enforce reasonable rules and uniform rules which deal with one or more of the following:

- (1) Posting of "For Sale" signs; except that no "For Sale" signs may be posted within the Condominium by persons other than the Developer and its agents prior to the expiration of the Development and Sales Period;
- (2) The exterior appearance of exterior and interior (which are visible from the exterior) window treatments;
- (3) The display, maintenance or placement of any plants, furniture, decorations or any other item on patios, decks, or porches;
- (4) The establishment and publication of Standard Specifications consistent with the Condominium Documents for the rebuilding, repair or renovation of the exteriors and interiors of each Unit and the Common Elements;
- (5) Any other rules and regulations permitted by the Act and the Condominium Documents which are reasonable and promulgated for the common benefit of the Co-owners.

The Board of Directors may establish and publish other rules and regulations which deal with the implementation of the criteria it establishes for architectural and aesthetic controls which shall be uniformly, fairly and reasonably applied. Any rule or regulation adopted pursuant to

this provision during the Development and Sales Period must first be approved in writing by the Developer.

(c) General Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements, including any recreational facilities constructed within the Condominium, or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 3. Proscribed Activities. No noxious or offensive activity shall be performed within any Unit or upon the Common Elements, nor shall anything be done thereon that tends to cause embarrassment, discomfort, annoyance or nuisance to the occupants or Co-owners's of Units within the Condominium. No charcoal grills or grills using any other type of fuel, other than propane gas, shall be used anywhere within the Condominium, including, without limitation, on any deck, patio or porch. All windows must have white-backed draperies or white-backed window treatments. All garage doors must be kept closed except when necessary for purposes of ingress to and egress from the garage. There shall not be maintained any animal or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of Units. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device or thing is in violation of the foregoing restrictions. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the cost of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. No animals or fowl (except household pets not exceeding eighty (80) pounds each, fully grown) shall be kept or maintained on any Unit at any time. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify the Association and hold it harmless for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. No doghouse, dog run or pet shelter of any kind shall be installed or maintained on the premises of the Condominium, including any General or Limited Common Element area.

Section 5. Vehicles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks and sport utility-type vehicles shall be parked or maintained within the Condominium unless in an attached garage included within a Unit. No vehicle that is used to promote a commercial enterprise, or used in connection with such an enterprise, shall be parked in the Condominium, or on any Unit, unless parked in a garage as provided above, except while making deliveries or pickups in the normal course of business. No vehicle shall be parked on any portion of the roads within the Condominium on an overnight basis or for an extended period of time. The Association through its Board of Directors shall have the right to impose rules and regulations regarding parking on the roads within the Condominium and such rules may impose time limits for such parking.

Section 6. Signs, Advertising and Mailboxes. No commercial signs of any kind shall be placed or maintained within or upon any Unit except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors shall have the right to restrict the size, color and content of such signs. The Developer shall have the right to control or preclude the placement of any "for sale" sign or other advertisement anywhere in the Condominium throughout the duration of the Development and Sales Period and the Board of Directors shall have this same right thereafter. Any and all mailboxes installed within the Condominium shall throughout the Development and Sales Period conform to such standards as may be established by the Developer and those standards shall remain in effect after the Development and Sales Period unless reasonably modified by the Board of Directors.

Section 7. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant Units must be kept free of debris, litter and trash and appropriate measures must be taken to protect such Units from winter weather-caused damage. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner or the Co-owner's 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 II hereof.

Section 8. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and absolutely intended. No Co-owner may leave personal property of any description (including by way of example and not limitation: bicycles, vehicles, sculptures or statues, chairs and benches) unattended on or about the Common Elements. No Co-owner may decorate or modify the exterior of any building in the Condominium (said exteriors comprising General Common Elements), except in accordance with rules adopted by the Association. (This limitation includes the installation of lights and other decorations during holiday seasons.) Use of all Common Elements may be limited

to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 9. Alterations and Modifications of the Common Elements. No Co-owner shall make changes in any of the Common Elements, limited or general (including, without limitation, the addition or removal of any plants, trees, shrubs or flowers), without the express written approval of the Board of Directors (and the Developer during the Development and Sales Period). With regard to any deck or patio that may be installed by the Developer within the Limited Common Element area appurtenant to a Unit, no Co-owner may expand any such deck or patio without the prior written approval of the Association and of the Township of Northville, if the Township's ordinances require such approval. Any such expansion shall also require the approval of the Developer if undertaken during the Development and Sales Period. The Board of Directors may adopt reasonable rules permitting the addition and maintenance of plants and flowers to Limited Common Element deck and patio areas situated within the Condominium. Except as specifically permitted in the Master Deed and/or By-Laws, no Co-owner shall construct or maintain any improvement of any sort upon any General or Limited Common Elements or cause or permit any alteration or damage to any natural area that might be included in the Condominium.

Section 10. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 11. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six (6) months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion. These leasing provisions may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revision to the leasing provisions set forth in this Section shall be subject to the limitation set forth in Article VIII, paragraph (d) of the Master Deed.

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

- (1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease

form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, Developer shall notify either the Advisory Committee or each Co-owner in writing.

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

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

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

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

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

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

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

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

Section 12. Special Assessment Districts for Improvement of Dedicated Roads. At some time subsequent to the recording of the Master Deed, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Project. If any such roads have been dedicated in accordance with Article VII, paragraph (b) of the Master Deed, such improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may be comprised of or include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Co-owner shall constitute the agreement of such Co-owner, his or her heirs, executors administrators or assigns that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners with respect to any dedicated roads or streets; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement. All road improvement assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 13. Use of Recreation Facilities. The authority to make rules and regulations accorded to the Board of Directors of the Association in subsection 2(c) of this Article VI shall include, without limiting the same, the authority to make reasonable rules and regulations regarding the use of any recreation facilities established or constructed as part of the General Common Elements of the Condominium, including any tennis court, putting green or swimming pool and cabana constructed or established within the Condominium or within any beneficial easement area.

Section 14. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire Condominium Project are sold and conveyed by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas for supplies and construction materials and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

(b) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a first class, beautiful, serene, private residential community for the benefit of the Co-owners and all persons having an interest in

the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace or landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and or replace any Common Elements and/or do any landscaping required by the Bylaws and charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws during the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

(c) Developer's Assignment Rights. Any and all rights and powers of the Developer that have been granted or reserved by law or herein (or in any of the other Condominium Documents) to Developer (including, without limitation, any right or power to approve or to disapprove any act, use or proposed action or any other matter or thing) may be assigned by Developer to any person or entity, including, without limitation, the Association. Any assignment by Developer must be evidenced by a written instrument that must also be signed by the assignee to evidence the assumption by that assignee of the rights of the Developer hereunder. Notwithstanding the foregoing, as of the expiration of the Development and Sales Period, any and all of the rights hereunder of Developer that have not been theretofore assigned by Developer will be deemed to have been assigned to and assumed by the Association; provided, however, that in no event will Developer be deemed to have thereby assigned or in any other manner relinquished any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or in any other Condominium Documents or recorded Declarations, including, without limitation, any access easements, utility easements or any other easements created or reserved in the Master Deed, any of the other Condominium Documents or any recorded Declaration (any of which may only be terminated by a written instrument signed by Developer and recorded with the Wayne County Register of Deeds).

(d) Method of Evidencing Developer's Approval. **ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER BY DEVELOPER WILL NOT BE EFFECTIVE UNLESS THAT APPROVAL, WAIVER, OR OTHER ACTION IS IN WRITING AND IS SIGNED BY DEVELOPER. CO-OWNERS, THE ASSOCIATION AND ANY OTHER PERSONS OR ENTITIES MAY NOT RELY UPON ANY APPROVAL, WAIVER, OR OTHER ACTION HEREUNDER IF THAT APPROVAL, WAIVER, OR OTHER ACTION IS GRANTED OR TAKEN BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY EMPLOYEES OR REPRESENTATIVES OF DEVELOPER) OTHER THAN DEVELOPER. AGENTS, EMPLOYEES, CONSULTANTS, ATTORNEYS AND OTHER REPRESENTATIVES AND ADVISORS OF DEVELOPER ARE NOT LIABLE WITH RESPECT TO ANY APPROVALS, WAIVERS OR OTHER ACTIONS UNDER THE CONDOMINIUM DOCUMENTS.**

ARTICLE VII
MORTGAGES, MORTGAGE INSURERS
AND MORTGAGE GUARANTORS

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

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

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

Section 4. Applicability to Mortgage Insurers and Guarantors. Any of the rights in the condominium document which are granted to first mortgagees shall also be extended to insurers and guarantors of such mortgages, provided that they have given the Association notice of their interests. However, when voting rights are attributed to a mortgagee, only one vote may be cast per mortgage as to the mortgage in question regardless of the number of mortgagees, assignees, insurers and guarantors interested in the mortgage.

Section 5. Notification of Amendments and Other Matters. All holders of first mortgages and insurers and guarantors thereof who have requested notice, are entitled to timely written notice of: (a) any amendment affecting a unit in which they have an interest, (b) any amendment affecting a change in the general common elements, or limited common element appurtenant to a unit in which they have an interest, (c) a material change in the voting rights or use of a unit in which they have an interest, (d) any proposed termination of the condominium, (e) any condemnation or casualty loss which affects a material portion of the condominium or a unit in which they have an interest or (f) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

ARTICLE VIII
VOTING

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

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

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

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

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

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

ARTICLE IX
MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be

designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

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

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on a date chosen by the Board of Directors of the Association in each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

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

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

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

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

Section 10. Minutes, Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one third (1/3) of the total number of Units which may be created in the Condominium,

whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable except that if more than fifty (50%) percent of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of five (5) members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of twenty five (25%) percent in number of the Units that may be created, one of the five (5) Directors shall be selected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent in number of the Units that may be created, two (2) of five (5) directors shall be elected by non-Developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

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

that may be created, the non-Developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units in the Condominium. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

- (2) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium Project, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (1). Application of this subsection does not require a change in the size of the Board of Directors.
- (3) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under subsection (2), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) Director as provided in subsection (1).
- (4) At the First Annual Meeting, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either three (3) or two (2) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.
- (5) Once the Co-owners have acquired the right to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other

business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof;
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association;
- (c) To carry insurance and collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project;
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association;
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of seventy five (75%) percent of all of the members of the Association in number and in value;
- (h) To make rules and regulations in accordance with Article VI, Section 2(b) and (c) of these Bylaws and to maintain and operate such recreation facilities as may be constructed or established as General Common Elements of the Condominium;
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board; and

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act. Contracts with professional management agents may provide for the collection of "set-up" fees or "transfer" fees by the management agent upon the initial conveyance of a Unit by the Developer and upon the subsequent sale or conveyance of a Unit by a non-Developer Co-owner; provided that the amounts of such fees shall be a fixed by the terms of the contract with the management agent and further provided that payment of any such fees shall be the responsibility of the Co-owner(s) that are selling the Unit. Any "set-up" fee charged with respect to the purchase of a Unit from the Developer shall be paid by the purchaser of the Unit.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-Developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty five (35%) percent requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at anytime or from time to time in its sole discretion. Likewise, any Director selected by the non-Developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting

at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

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

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty four (24) hours prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

ARTICLE XII
OFFICERS

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

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

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

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

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

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

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

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

ARTICLE XIII SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV FINANCES

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

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

Section 3. Bank. Funds of the Association shall be initially deposited in such bank or savings association as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation or their current statutory successors and may also be invested in interest bearing obligations of the United States Government.

ARTICLE XV
INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI
AMENDMENTS

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

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

Section 3. By the Co-owners. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two thirds (66-2/3%) percent of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty six and two thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

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

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

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

Section 7. Approval of the Township of Northville. Any amendment to these Bylaws which affects the conditions imposed on the Condominium by the Township of Northville or the rights of the Township shall require the prior written consent of the Township, which consent will not be unreasonably withheld.

ARTICLE XVII COMPLIANCE

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

ARTICLE XVIII DEFINITIONS

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

ARTICLE XIX REMEDIES FOR DEFAULT

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

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

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

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

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

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

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

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

ARTICLE XX ASSESSMENT OF FINES

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

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

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

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

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

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

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. A fine of Seventy-Five Dollars (\$75.00).
- (c) Third Violation. A fine of One Hundred Dollars (\$100.00).
- (d) Fourth Violation and Subsequent Violations. A fine of One Hundred and Fifty Dollars (\$150.00) for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in the Wayne County Records and the new schedule shall be effective upon recording.

Section 4. Collection. Fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and this Article XX of these Bylaws.

ARTICLE XXI
JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall including the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

- (i) it is in the best interests of the Association to file a lawsuit;
- (ii) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
- (iii) litigation is the only prudent, feasible and reasonable alternative; and
- (iv) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information: (i) the number of years the litigation attorney has practiced law; and (ii) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall including the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XXII
RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XXIII
SEVERABILITY

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

GWD\condos\northville\bylaws4.wpd
July 17, 2001

Liber-34584

Page-147

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 627
 EXHIBIT "B" TO THE MASTER DEED OF
VILLAS AT NORTHVILLE HILLS
 NORTHVILLE TOWNSHIP, WAYNE COUNTY, MICHIGAN

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

SURVEYOR
 MILLETTS AND ASSOCIATES
 40399 GRAND RIVER AVENUE
 NOVI, MICHIGAN 48375


ENGINEER
 SEIBER, KEAST AND ASSOCIATES, INC.
 40399 GRAND RIVER AVENUE
 NOVI, MICHIGAN 48375

DEVELOPER:
 LAKE VILLAGE OF NORTHVILLE LIMITED PARTNERSHIP
 30500 NORTHWESTERN HWY., SUITE 400
 FARMINGTON HILLS, MICHIGAN 48334

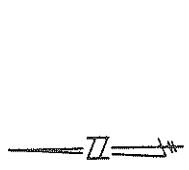
LEGAL DESCRIPTION:

A part of the Southwest 1/4 of Section 15, Town 1 South, Range 8 East, Northville Township, Wayne County, Michigan, being more particularly described as commencing at the South 1/4 Corner of said Section 15; thence South 87°52'44" West, 60.00 feet, along the South line of said Section 15 and the centerline of Five Mile Road; thence North 01°50'18" West, 60.00 feet, to the Northernly right-of-way of said Five Mile Road; thence South 87°52'44" West, 850.00 feet, along the Northernly right-of-way of said Five Mile Road, to the POINT OF BEGINNING; thence continuing South 87°52'44" West, 1733.41 feet, along the Northernly right-of-way of said Five Mile Road, to a point on the West line of Section 15, and a boundary corner of "Northville Hills Golf Club Sub. No. 1", as recorded in Liber 115 of Plots, Pages 73 through 91, inclusive, Wayne County Records; thence North 01°44'25" West, 738.25 feet, along the West line of said Section 15, and along the boundary of said "Northville Hills Golf Club Sub. No. 1", (said point being South 01°44'25" East, 1858.10 feet from the West 1/4 Corner of said Section 15); thence North 87°52'44" East, 1182.38 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1"; thence North 66°39'16" East, 1525.97 feet, along the boundary of said "Northville Hills Golf Club Sub. No. 1", to a point on the Westernly right-of-way of Sheldon Road, (said point being South 01°50'18" East, 1288.92 feet, along the North and South 1/4 line of said Section 15, and the centerline of said Sheldon Road and South 88°09'42" West, 60.00 feet, from the Center of said Section 15); thence South 01°50'18" East, 429.94 feet, along the Westernly right of way of said Sheldon Road, (said line being 60.00 feet West of and Parallel to the North and South 1/4 line of said Section 15); thence South 66°39'16" West, 913.60 feet; thence South 01°50'18" East, 550.00 feet, to the POINT OF BEGINNING. All of the above containing 40.001 Acres. All of the above being subject to easements, restrictions and right-of-ways of record.

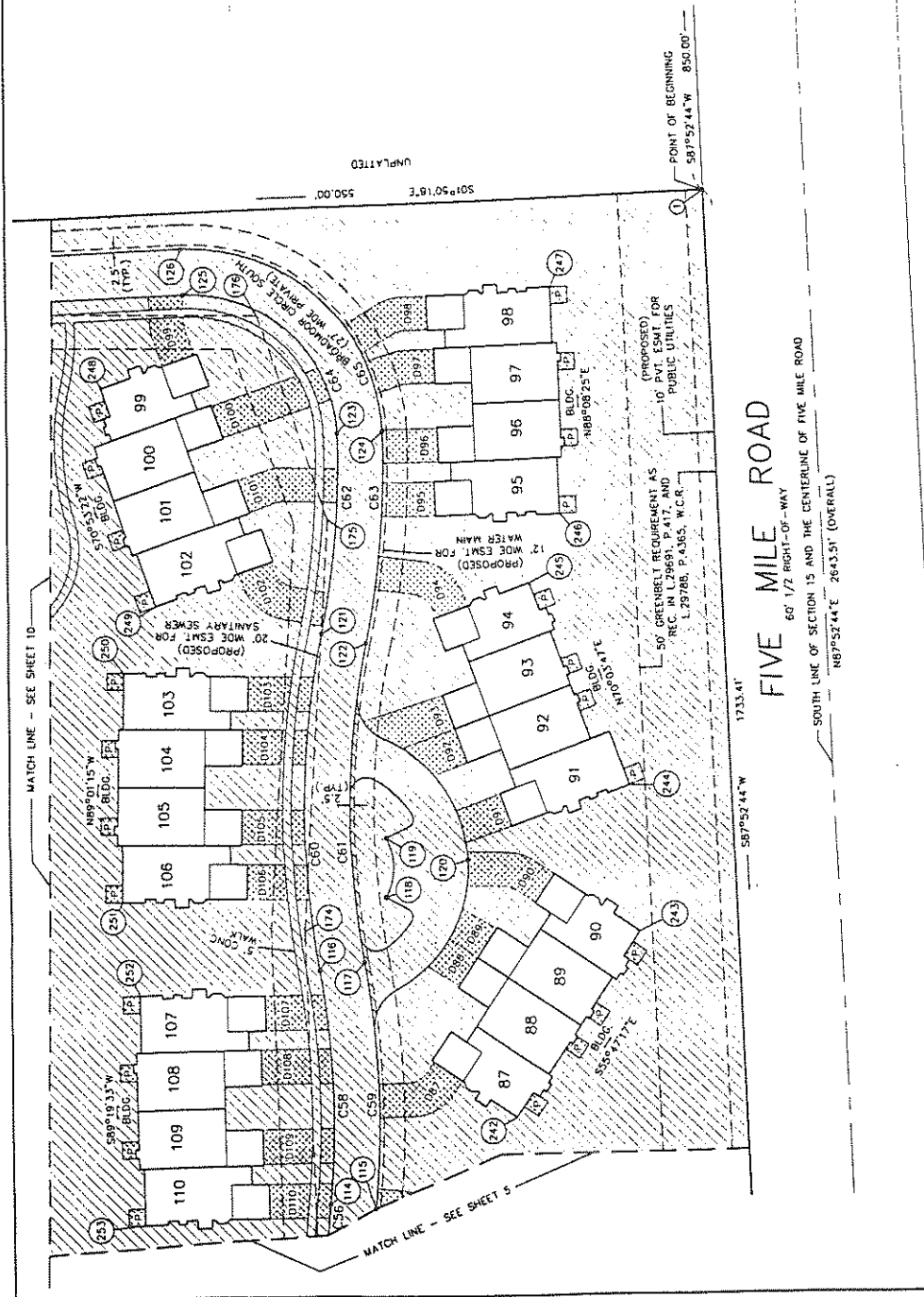
- INDEX**
1. TITLE PAGE.
 2. SURVEY PLAN.
 3. COMPOSITE PLAN.
 4. SITE PLAN UNITS 87 - 110.
 5. SITE PLAN UNITS 79 - 86, 111 - 114, POOL HOUSE.
 6. SITE PLAN UNITS 71 - 78, 115 - 122.
 7. SITE PLAN UNITS 59 - 70, 123 - 128.
 8. SITE PLAN UNITS 43 - 58, 127 - 134.
 9. SITE PLAN UNITS 31 - 42, 135 - 146.
 10. SITE PLAN UNITS 22 - 30, 147 - 165.
 11. SITE PLAN UNITS 13 - 21, 166 - 173.
 12. SITE PLAN UNITS 7 - 12, 174 - 184.
 13. SITE PLAN UNITS 1 - 6.
 14. UTILITY PLAN.
 15. PERIMETER PLAN 3 BUILDING UNIT.
 16. PERIMETER PLAN 4 BUILDING UNIT.
 17. BASEMENT PLAN UNIT TYPE AUBURN.
 18. FIRST FLOOR PLAN AND SECOND FLOOR PLAN UNIT TYPE AUBURN.
 19. GROSS SECTION UNIT TYPE AUBURN.
 20. BASEMENT PLAN UNIT TYPE GLADWYNE.
 21. FIRST FLOOR PLAN AND SECOND FLOOR PLAN UNIT TYPE GLADWYNE.
 22. GROSS SECTION UNIT TYPE GLADWYNE.
 23. BASEMENT PLAN UNIT TYPE ROSEWOOD.
 24. FIRST FLOOR PLAN AND SECOND FLOOR PLAN UNIT TYPE ROSEWOOD.
 25. BASEMENT PLAN UNIT TYPE ROSEWOOD.
 26. BASEMENT PLAN UNIT TYPE VANDERBILT.
 27. FIRST FLOOR PLAN AND SECOND FLOOR PLAN UNIT TYPE VANDERBUILT.
 28. GROSS SECTION UNIT TYPE VANDERBUILT.

PROPOSED DATED 05-31-2001	
VILLAS AT NORTHVILLE HILLS	
TITLE PAGE	
SEIBER, KEAST & ASSOCIATES, INC. REGISTERED PROFESSIONAL ENGINEERS STATE OF MICHIGAN	
SHEET 1 OF 28	

EXAMINED AND APPROVED
 DATE 6/10/01
 BY DANIEL P. LANE
 DANIEL P. LANE
 PLAT ENGINEER



NOTE:
 UNITS 4, 5 AND 6 MUST BE BUILT
 ALL OTHER UNITS NEED NOT BE BUILT
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT
 ① DENOTES COORDINATE POINT NUMBER
 * INDICATES POINT OF CURVATURE AND/OR
 BOUNDARY CORNER
 [Patterned Box] LIMITED COMMON ELEMENT
 [White Box] GENERAL COMMON ELEMENT
 1 INDICATES A UNIT NUMBER
 P = PAVED OR DECK
 D = DRIVEWAY
 ALL UNITS ARE PROPOSED.
 THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH
 184 IS SUBJECT TO CHANGE. THE ACTUAL LOCATION
 OF THE DRIVEWAYS WILL BE SHOWN ON THE
 AS-BUILT DRAWINGS.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE
 DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO
 CONVERSION PURSUANT TO ARTICLE XI OF THE
 MASTER DEED.

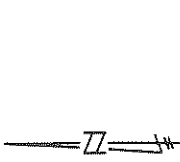


PROPOSED DATED
 05-31-2001
Brett A. D. K. & A.
 PLANNING & DESIGN
 17500 W. HURON RD. SUITE 100
 NORTHVILLE, MI 48861

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C56	72.68	513.50	08°06'35"	N88°01'59"W	72.62
C58	137.72	486.50	16°13'09"	N87°52'44"E	137.26
C59	145.35	513.50	16°13'09"	N87°52'44"E	144.88
C60	193.78	513.50	22°10'46"	N89°08'28"W	197.54
C61	189.33	486.50	22°10'46"	N89°08'28"W	187.15
C62	119.47	486.50	14°04'11"	S85°05'10"E	119.17
C63	126.10	513.50	14°04'11"	S85°05'10"E	123.78
C64	135.45	86.50	89°43'02"	N43°01'13"E	122.03
C65	177.72	113.50	89°43'02"	N43°01'13"E	160.12

PT. #	SOUTH BOUNDARY	EAST BOUNDARY	NORTH BOUNDARY	WEST BOUNDARY	AREA	PERIMETER
115	5249.4836	3892.8804	5249.4836	3892.8804	174	174
116	5249.4836	3892.8804	5249.4836	3892.8804	176	176
117	5249.4836	3892.8804	5249.4836	3892.8804	242	242
118	5249.4836	3892.8804	5249.4836	3892.8804	242	242
119	5249.4836	3892.8804	5249.4836	3892.8804	242	242
120	5249.4836	3892.8804	5249.4836	3892.8804	242	242
121	5249.4836	3892.8804	5249.4836	3892.8804	242	242
122	5249.4836	3892.8804	5249.4836	3892.8804	242	242
123	5249.4836	3892.8804	5249.4836	3892.8804	242	242
124	5249.4836	3892.8804	5249.4836	3892.8804	242	242
125	5249.4836	3892.8804	5249.4836	3892.8804	242	242
126	5249.4836	3892.8804	5249.4836	3892.8804	242	242
174	5249.4836	3892.8804	5249.4836	3892.8804	242	242

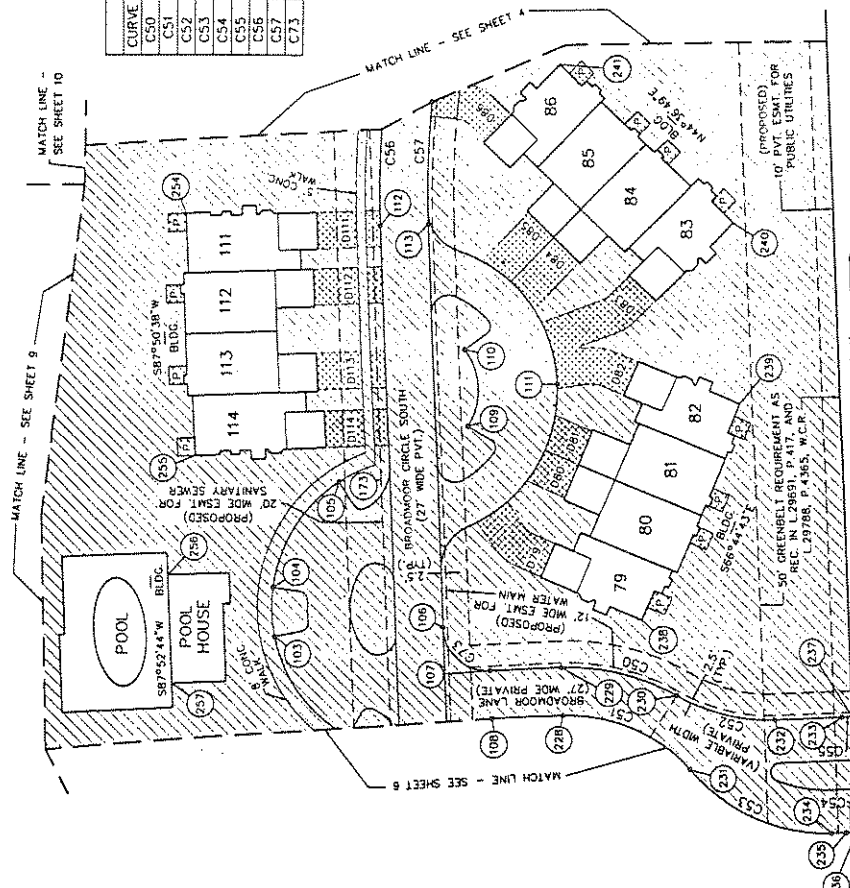
VILLAS AT NORTHVILLE HILLS
 SITE PLAN/ UNITS 87 - 110
 SHEET 4
 P. J. SEIBER, REALTOR & ASSOCIATES
 17500 W. HURON RD. SUITE 100
 NORTHVILLE, MI 48861
 DATE PRINTED: 05/31/01



CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C50	65.84	113.50	33°14'04"	N14°29'46"E	64.92
C51	78.65	86.50	52°05'39"	N72°05'34"E	75.97
C52	58.00	100.00	33°14'04"	S14°29'46"W	57.70
C53	90.92	100.00	52°05'39"	S72°05'34"W	87.82
C54	5.52	35.00	09°02'32"	N02°24'00"E	5.52
C55	5.52	35.00	09°02'32"	S08°38'32"E	5.52
C56	72.68	513.50	08°06'35"	N88°03'59"W	72.62
C57	68.86	486.50	08°06'35"	N88°03'59"W	68.80
C73	39.27	25.00	90°00'00"	S42°52'44"W	35.36

PT.	EASTING	NORTHING	E. BEARING	LENGTH
104	5313.1816	3193.4076		
105	5314.2007	3218.8800		
106	5277.1463	3218.8800		
107	5218.9649	3198.9446		
108	5182.0058	3144.8070		
109	5205.9519	3109.7901		
110	5266.6246	3152.2518		
111	5355.3778	3337.8613		
112	5427.2737	3472.0840		
113	5254.0351	3280.1077		
114	5122.4857	3145.3719		
115	4986.9274	3142.2094		
116	5090.6581	3160.1032		
117	5083.0474	3118.5927		
118	5035.2608	3145.7865		
119	4986.9274	3142.2094		
120	4902.5517	3084.3403		
121	4830.3426	3093.0192		
122	4981.4416	3141.8147		
123	5109.0988	3202.0573		
124	5054.7430	3142.2094		
125	5153.9184	3511.1931		
126	5376.3511	3808.3618		
127	5328.8177	3677.9938		
128	5351.2902	3482.7425		
129	5382.6090	3477.6381		
130	5357.8422	3293.0669		
131	5370.8249	3167.3968		

NOTE:
 UNITS 4, 5 AND 6 MUST BE BUILT
 ALL OTHER UNITS NEED NOT BE BUILT.
 ALL ROADS AND RELATED 'ISLANDS' MUST BE BUILT
 (1) DENOTES COORDINATE POINT NUMBER
 * INDICATES POINT OF CURVATURE AND/OR
 BOUNDARY CORNER.
 [Patterned Box] LIMITED COMMON ELEMENT
 [Solid Box] GENERAL COMMON ELEMENT
 1 INDICATES A UNIT NUMBER.
 P = PATIO OR DECK.
 D = DRIVEWAY.
 ALL UNITS ARE PROPOSED.
 THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH
 184 IS SUBJECT TO CHANGE. THE ACTUAL LOCATION
 OF THE DRIVEWAYS WILL BE SHOWN ON THE
 AS-BUILT DRAWINGS.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE
 DESIGNATED AS 'CONVERTIBLE AREAS'. SUBJECT TO
 CONVERSION PURSUANT TO ARTICLE XI OF THE
 MASTER DEED.



FIVE MILE ROAD

60° 1/2 RIGHT-OF-WAY
 SOUTH LINE OF SECTION 15 AND THE CENTERLINE OF FIVE MILE ROAD
 N87°52'44"E 7643.51' (OVERALL)

PROPOSED DATED
 03-31-2001

Parkland

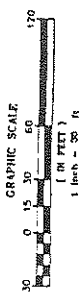
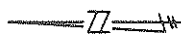
RECORDING
 PUBLIC
 RECORDS
 COUNTY OF TARRANT
 TEXAS
 INSTRUMENT
 #7590

VILLAS AT NORTHVILLE HILLS
 SITE PLAN/ UNITS 79-86, 111-114, POOL HOUSE

PREPARED BY
 STEVEN BEASLY &
 ASSOCIATES, INC.
 ARCHITECTS

DATE
 03-27-2001

SHEET
 5
 OF
 28



PLF	MORNING	EASTING
85	2228.7633	2608.3948
90	2224.2768	2603.1531
91	2224.2768	2603.1531
92	2187.5953	2692.1544
93	2228.1272	2682.0148
94	2200.1457	2688.0141
95	2185.2218	2674.3710
97	2140.6191	2634.3367
98	2235.5200	2655.4169
100	2238.2483	2650.2125
101	2216.0516	2617.8498
102	2271.9177	2617.8272
108	2352.0059	2647.9073
109	2352.0059	2647.9073
112	2327.8923	2619.4628
117	2327.8923	2619.4628
124	2303.4848	2686.6272
125	2303.4848	2686.6272
126	2349.7388	2680.1491
127	2349.7388	2680.1491
228	2352.4857	2645.3717
231	2081.0474	2618.5627
234	2087.7719	2687.9459
235	2087.7719	2687.9459
236	2087.7719	2687.9459
237	2087.7719	2687.9459
238	2087.7719	2687.9459
239	2087.7719	2687.9459
240	2087.7719	2687.9459
241	2087.7719	2687.9459
242	2087.7719	2687.9459
243	2087.7719	2687.9459
244	2087.7719	2687.9459
245	2087.7719	2687.9459
246	2087.7719	2687.9459
247	2087.7719	2687.9459
248	2087.7719	2687.9459
249	2087.7719	2687.9459
250	2087.7719	2687.9459
251	2087.7719	2687.9459
252	2087.7719	2687.9459
253	2087.7719	2687.9459
254	2087.7719	2687.9459
255	2087.7719	2687.9459
256	2087.7719	2687.9459
257	2087.7719	2687.9459
258	2087.7719	2687.9459
259	2087.7719	2687.9459
260	2087.7719	2687.9459
261	2087.7719	2687.9459
262	2087.7719	2687.9459
263	2087.7719	2687.9459
264	2087.7719	2687.9459
265	2087.7719	2687.9459
266	2087.7719	2687.9459
267	2087.7719	2687.9459
268	2087.7719	2687.9459
269	2087.7719	2687.9459
270	2087.7719	2687.9459
271	2087.7719	2687.9459
272	2087.7719	2687.9459
273	2087.7719	2687.9459
274	2087.7719	2687.9459
275	2087.7719	2687.9459
276	2087.7719	2687.9459
277	2087.7719	2687.9459
278	2087.7719	2687.9459
279	2087.7719	2687.9459
280	2087.7719	2687.9459
281	2087.7719	2687.9459
282	2087.7719	2687.9459
283	2087.7719	2687.9459
284	2087.7719	2687.9459
285	2087.7719	2687.9459
286	2087.7719	2687.9459
287	2087.7719	2687.9459
288	2087.7719	2687.9459
289	2087.7719	2687.9459
290	2087.7719	2687.9459
291	2087.7719	2687.9459
292	2087.7719	2687.9459
293	2087.7719	2687.9459
294	2087.7719	2687.9459
295	2087.7719	2687.9459
296	2087.7719	2687.9459
297	2087.7719	2687.9459
298	2087.7719	2687.9459
299	2087.7719	2687.9459
300	2087.7719	2687.9459
301	2087.7719	2687.9459
302	2087.7719	2687.9459

NOTE:
 UNITS 4, 5 AND 6 MUST BE BUILT.
 ALL OTHER UNITS NEED NOT BE BUILT.
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT
 (1) DENOTES COORDINATE POINT NUMBER
 * DENOTES POINT OF CURVATURE AND/OR
 BOUNDARY CORNER

LIMITED COMMON ELEMENT
 GENERAL COMMON ELEMENT

1 INDICATES A UNIT NUMBER.

P = PAVED OR DECK.

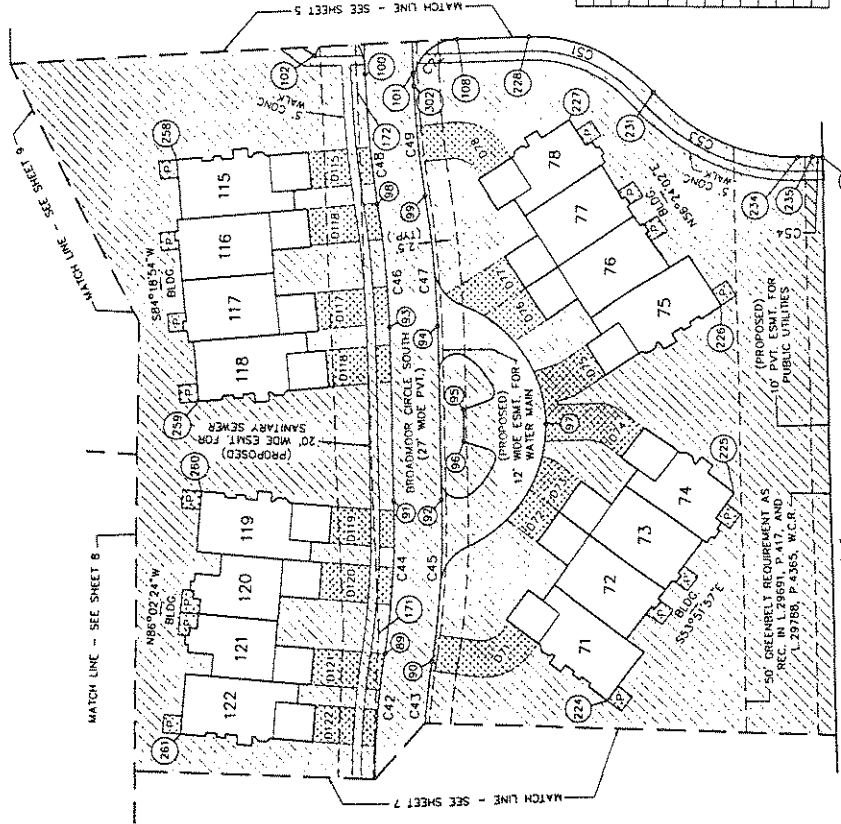
0 = DRIVEWAY.

ALL UNITS ARE PROPOSED

THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH
 184 IS SUBJECT TO CHANGE. THE ACTUAL LOCATION
 OF THE DRIVEWAYS WILL BE SHOWN ON THE
 AS-BUILT DRAWINGS

ALL OF THE UNITS AND COMMON ELEMENTS ARE
 LOCATED WITHIN THE "CORNER AREAS". SUBJECT TO
 CONVERSION PURSUANT TO ARTICLE 41 OF THE
 MASTER DEED.

CURVE	ARC	RADIUS	CURVE TABLE	DELTA	CHD. BRG.	CHD. DIST.
C42	89.05	513.50	09°56'11"	N87°09'11"W	88.94	88.94
C43	84.37	486.50	09°56'11"	N87°09'11"W	84.26	84.26
C44	84.37	486.50	09°56'11"	S87°09'11"E	84.26	84.26
C45	89.05	513.50	09°56'11"	S87°09'11"E	88.94	88.94
C46	68.86	486.50	08°06'35"	N83°49'27"E	68.80	68.80
C47	72.68	513.50	08°06'35"	N83°49'27"E	72.62	72.62
C48	72.68	513.50	08°06'35"	S83°49'27"W	72.62	72.62
C49	68.86	486.50	08°06'35"	S83°49'27"W	68.80	68.80
C51	78.65	86.50	50°06'39"	N23°55'34"E	75.97	75.97
C53	90.92	100.00	52°05'39"	S23°55'34"W	87.82	87.82
C54	5.52	35.00	09°02'32"	N02°24'00"E	5.52	5.52
C72	39.63	25.00	90°49'20"	N47°31'56"W	35.61	35.61



FIVE MILE ROAD

60' 1/2 RIGHT-OF-WAY
 SOUTH LINE OF SECTION 15 AND THE CENTERLINE OF FIVE MILE ROAD
 N87°52'44"E 2643.51' (OVERALL)

PROPOSED DATED
 03-31-2001

Black & Veatch

PAVING & SEWER
 DIVISION

PROJECT NO. 17000

DATE: 03/20/01

BY: [Signature]

SCALE: 1" = 30'

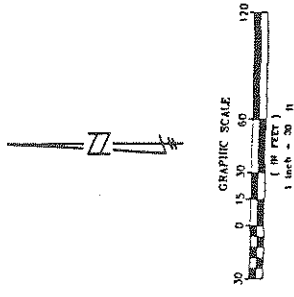
VILLAS AT NORTHVILLE HILLS

SITE PLAN/ UNITS 71 - 78, 115 - 122

SHEET
 6
 OF
 28

BLACK & VEATCH
 ASSOCIATES, INC.

10000 W. GRAND AVENUE, SUITE 100, NORTHVILLE, MI 48861-1000
 (248) 443-1000



- NOTE:
- UNITS 4, 5 AND 6 MUST BE BUILT.
 - ALL OTHER UNITS NEED NOT BE BUILT.
 - ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
 - ① DENOTES COORDINATE POINT NUMBER
 - INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER
 - ▨ LIMITED COMMON ELEMENT
 - ▭ GENERAL COMMON ELEMENT
 - 1 INDICATES A UNIT NUMBER
 - P = PATIO OR DECK
 - D = DRIVEWAY

ALL UNITS ARE PROPOSED.

THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH 18 IS SUBJECT TO THE FINAL LOCATION OF THE DRIVEWAYS WILL BE SHOWN ON THE AS-BUILT DRAWINGS

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS," SUBJECT TO THE PROVISIONS OF THE SUBDIVISION MASTER DEED.

VILLAS AT NORTHVILLE HILLS
SITE PLAN/ UNITS 59 - 70, 123 - 126

PROPOSED DATE: 05-31-2001

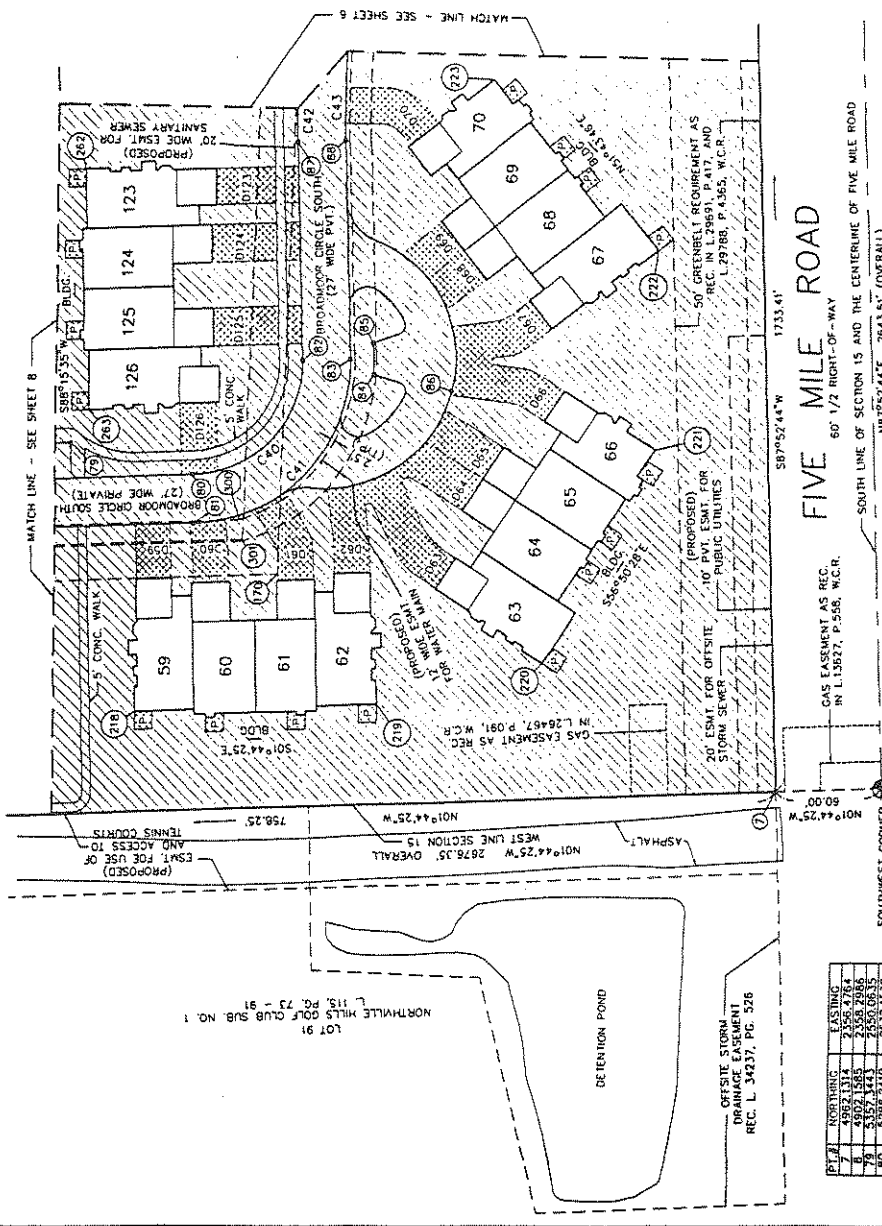
PREPARED BY: *Richard A. Head*

REGISTERED PROFESSIONAL ENGINEER
No. 1137
EXPIRES: 12-31-2002

PROJECT NO. 21500

SCALE: AS SHOWN

SHEET 7 OF 28



FIVE MILE ROAD

60' 1/2 RIGHT-OF-WAY
SOUTH LINE OF SECTION 15 AND THE CENTERLINE OF FIVE MILE ROAD
N87°52'44"E 28643.91' (OVERALL)

CURVE	ARC	RADIUS	DELTA	CHD. BRC.	CHD. DIST.
C40	97.01	61.50	90°22'51"	S46°55'51"E	87.26
C41	139.60	86.50	90°22'51"	S46°55'51"E	125.57
C42	89.05	513.50	092°56'11"	N87°09'11"W	86.94
C43	84.37	486.50	092°56'11"	N87°09'11"W	84.26

PT. #	NORTHING	EASTING
1	4922.1314	2356.4764
2	4922.1585	2355.7866
3	4922.1856	2355.0968
4	4922.2127	2354.4070
5	4922.2398	2353.7172
6	4922.2669	2353.0274
7	4922.2940	2352.3376
8	4922.3211	2351.6478
9	4922.3482	2350.9580
10	4922.3753	2350.2682
11	4922.4024	2349.5784
12	4922.4295	2348.8886
13	4922.4566	2348.1988
14	4922.4837	2347.5090
15	4922.5108	2346.8192
16	4922.5379	2346.1294
17	4922.5650	2345.4396
18	4922.5921	2344.7498
19	4922.6192	2344.0600
20	4922.6463	2343.3702
21	4922.6734	2342.6804
22	4922.7005	2341.9906
23	4922.7276	2341.3008
24	4922.7547	2340.6110
25	4922.7818	2339.9212
26	4922.8089	2339.2314
27	4922.8360	2338.5416
28	4922.8631	2337.8518
29	4922.8902	2337.1620
30	4922.9173	2336.4722
31	4922.9444	2335.7824
32	4922.9715	2335.0926
33	4922.9986	2334.4028
34	4923.0257	2333.7130
35	4923.0528	2333.0232
36	4923.0799	2332.3334
37	4923.1070	2331.6436
38	4923.1341	2330.9538
39	4923.1612	2330.2640
40	4923.1883	2329.5742
41	4923.2154	2328.8844
42	4923.2425	2328.1946
43	4923.2696	2327.5048
44	4923.2967	2326.8150
45	4923.3238	2326.1252
46	4923.3509	2325.4354
47	4923.3780	2324.7456
48	4923.4051	2324.0558
49	4923.4322	2323.3660
50	4923.4593	2322.6762
51	4923.4864	2321.9864
52	4923.5135	2321.2966
53	4923.5406	2320.6068
54	4923.5677	2319.9170
55	4923.5948	2319.2272
56	4923.6219	2318.5374
57	4923.6490	2317.8476
58	4923.6761	2317.1578
59	4923.7032	2316.4680
60	4923.7303	2315.7782
61	4923.7574	2315.0884
62	4923.7845	2314.3986
63	4923.8116	2313.7088
64	4923.8387	2313.0190
65	4923.8658	2312.3292
66	4923.8929	2311.6394
67	4923.9200	2310.9496
68	4923.9471	2310.2598
69	4923.9742	2309.5700
70	4923.9999	2308.8802
71	4924.0260	2308.1904
72	4924.0521	2307.5006
73	4924.0782	2306.8108
74	4924.1043	2306.1210
75	4924.1304	2305.4312
76	4924.1565	2304.7414
77	4924.1826	2304.0516
78	4924.2087	2303.3618
79	4924.2348	2302.6720
80	4924.2609	2301.9822
81	4924.2870	2301.2924
82	4924.3131	2300.6026
83	4924.3392	2299.9128
84	4924.3653	2299.2230
85	4924.3914	2298.5332
86	4924.4175	2297.8434
87	4924.4436	2297.1536
88	4924.4697	2296.4638
89	4924.4958	2295.7740
90	4924.5219	2295.0842
91	4924.5480	2294.3944
92	4924.5741	2293.7046
93	4924.6002	2293.0148
94	4924.6263	2292.3250
95	4924.6524	2291.6352
96	4924.6785	2290.9454
97	4924.7046	2290.2556
98	4924.7307	2289.5658
99	4924.7568	2288.8760
100	4924.7829	2288.1862

LOT 91
NORTHVILLE HILLS GOLF CLUB SUB. NO. 1
L. 115, P.C. 73-1-91

OFFSITE STORM
DRAINAGE EASEMENT
REC. L. 34237, P.C. 526

DETECTION POND

SOUTHWEST CORNER
SECTION 15
T. 1 S., R. 6 E.
REC. L. 20407, P. 462

GAS EASEMENT AS REC.
IN L. 15827, P. 588, W.C.R.

20' EAST 100' OFFSITE
STONE SLABBER
EASEMENT AS REC.
IN L. 26487, P. 991, W.C.R.

50' GREENBELT REQUIREMENTS
REC. IN L. 29804, P. 100,
L. 29186, P. 458, W.C.R.

ASPHALT
WEST LINE SECTION 15
26276.35' OVERALL
N01°44'25"W

ESWT. FOR USE OF
AND ACCESS TO
TENNIS COURTS
758.25'

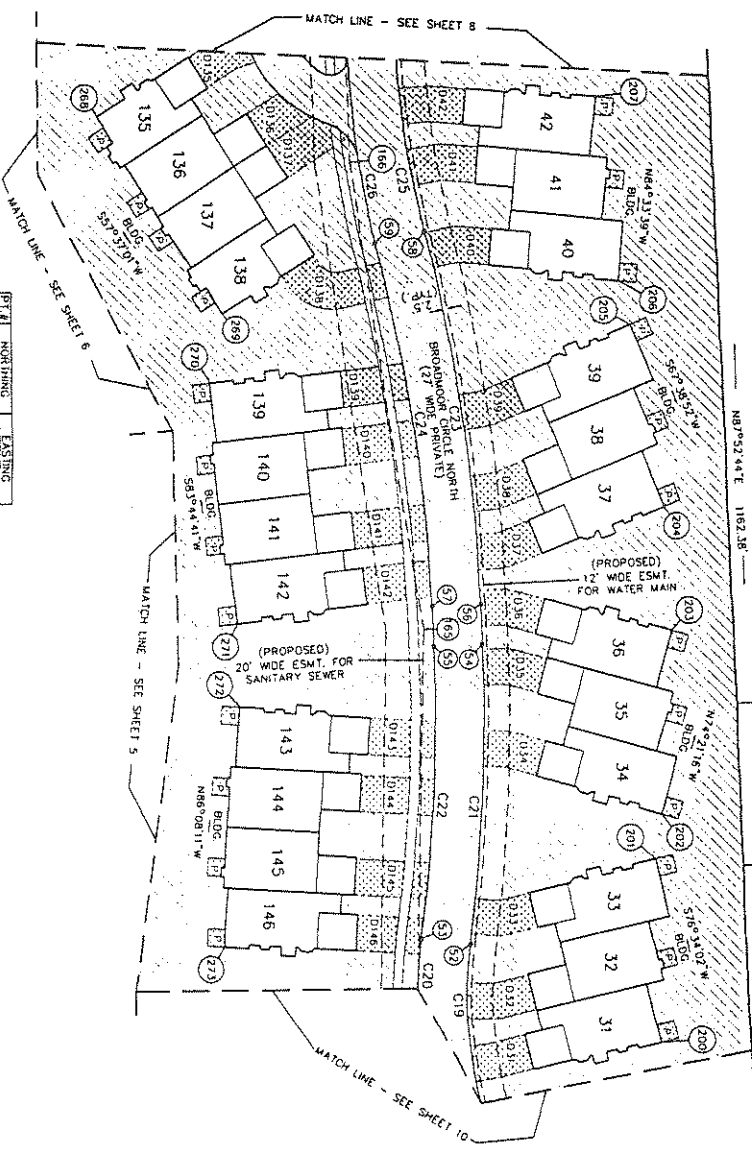
MATCH LINE - SEE SHEET 8

MATCH LINE - SEE SHEET 6

LOT 91
 NORTHVILLE HILLS GOLF CLUB SUB NO. 1
 L. 115, PG. 73 - 91

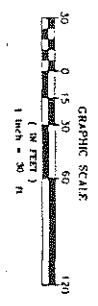
N82°52'44"E 1162.28'

OFFSITE STORAGE
 DRAINAGE SYSTEM
 REC. 115, PG. 528



P.T.#	NORTHING	EASTING
52	5604.9077	3419.4735
53	5738.1333	3419.4735
54	5738.1333	3419.4735
55	5265.6747	3259.4104
56	5611.8778	3279.0454
57	5594.8463	3200.0446
58	5582.4116	3200.0446
59	5582.4116	3200.0446
60	5582.4116	3200.0446
61	5582.4116	3200.0446
62	5582.4116	3200.0446
63	5582.4116	3200.0446
64	5582.4116	3200.0446
65	5582.4116	3200.0446
66	5582.4116	3200.0446
67	5582.4116	3200.0446
68	5582.4116	3200.0446
69	5582.4116	3200.0446
70	5582.4116	3200.0446
71	5582.4116	3200.0446
72	5582.4116	3200.0446
73	5582.4116	3200.0446

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C19	126.91	236.50	109°44.47'	N82°01'40"E	125.40
C20	141.40	263.50	109°44.47'	N82°01'40"E	139.71
C21	168.43	1013.50	09°31.19'	N82°21'36"W	168.24
C22	163.95	986.50	09°31.19'	N82°21'36"W	163.76
C23	210.45	1013.50	11°53.51'	S81°55'49"W	210.07
C24	204.85	986.50	11°53.51'	S81°55'49"W	204.48
C25	101.02	486.50	11°53.51'	N81°55'49"E	100.84
C26	106.63	513.50	11°53.51'	N81°55'49"E	106.44



NOTE:
 UNITS 4, 5 AND 6 MUST BE BUILT
 ALL OTHER UNITS NEED NOT BE BUILT
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT
 ① DENOTES COORDINATE POINT NUMBER
 * INDICATES POINT OF CURVATURE AND/OR
 BOUNDARY CORNER
 LIMITED COMMON ELEMENT
 CENTRAL COMMON ELEMENT
 1 INDICATES A UNIT NUMBER
 P = PATIO OR DECK
 D = DRIVEWAY
 ALL UNITS ARE PROPOSED
 THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH
 184 IS SUBJECT TO CHANGE. THE ACTUAL LOCATION
 OF THE DRIVEWAYS WILL BE SHOWN ON THE
 AS-BUILT DRAWINGS
 ALL OF THE UNITS AND COMMON ELEMENTS ARE
 DESIGNATED AS CONVEYANCE AREAS. SUBJECT TO
 CONVEYANCE TO THE UNITS AND COMMON ELEMENTS
 PURSUANT TO ARTICLE 11 OF THE
 MASTER DEED

PROPOSED DATED
 05-31-2001

Bechtel

PROJECT NO. 2100

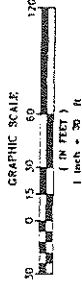
VILLAS AT NORTHVILLE HILLS
 SITE PLAN/ UNITS 31 - 42, 135 - 146

PREPARED BY: **BECHTEL**
 ASSOCIATES, INC.

DATE: 05-31-2001

SHEET
 9
 OF
 28

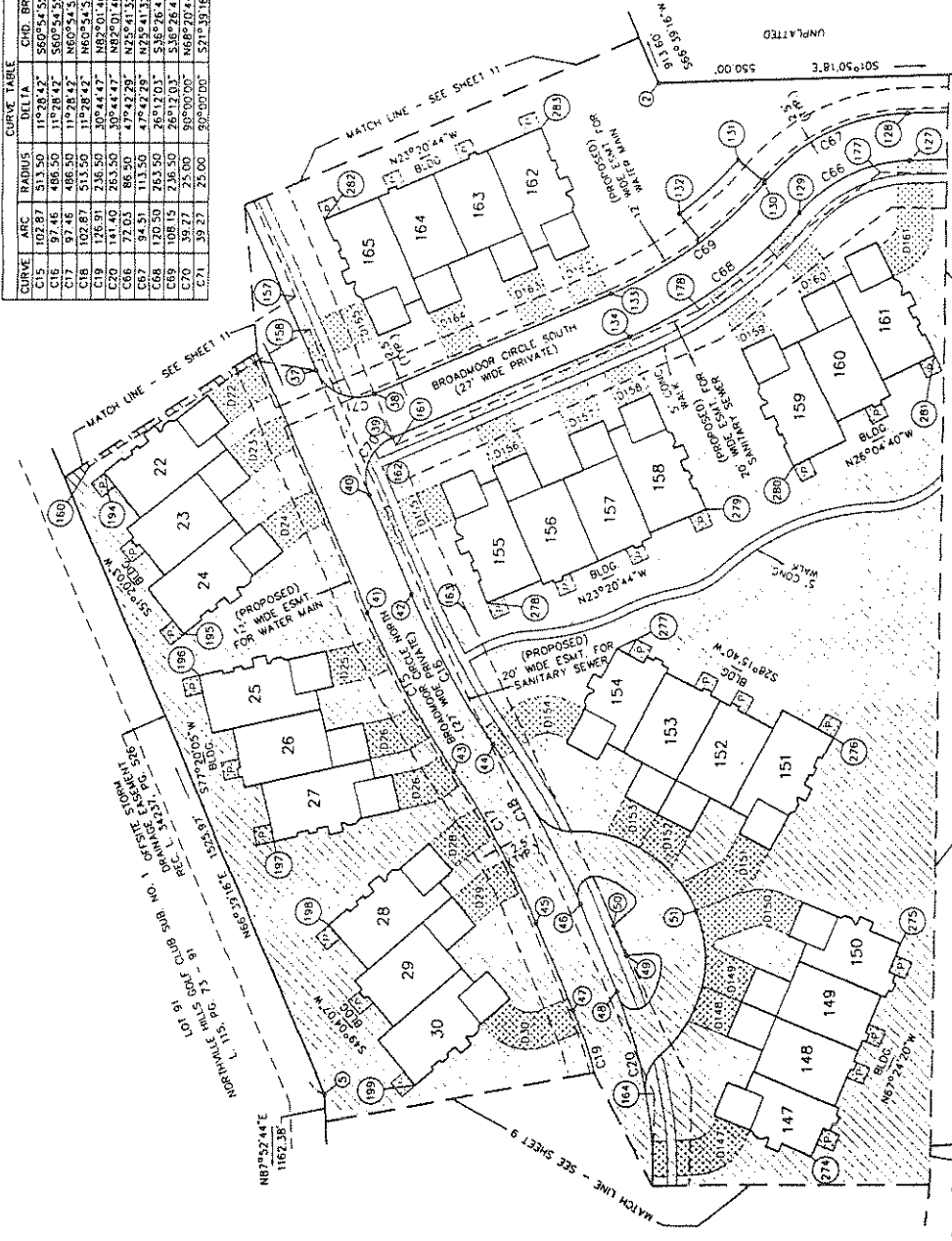
CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C15	102.87	513.50	119°28'42"	S60°54'55" W	102.70
C16	97.46	406.50	119°28'42"	S60°54'55" W	97.30
C17	97.46	406.50	119°28'42"	N60°54'55" E	97.30
C18	102.87	513.50	119°28'42"	N60°54'55" E	102.70
C19	102.87	513.50	119°28'42"	S60°54'55" W	102.70
C20	151.40	743.50	139°44'47"	N89°20'40" L	175.40
C21	151.40	743.50	139°44'47"	S89°20'40" L	175.40
C22	72.03	360.50	139°44'47"	N25°21'10" L	69.86
C23	72.03	360.50	139°44'47"	S25°21'10" L	69.86
C24	94.51	472.50	179°42'28"	N25°21'10" L	81.80
C25	94.51	472.50	179°42'28"	S25°21'10" L	81.80
C26	170.50	852.50	265°12'03"	S16°28'45" L	118.45
C27	170.50	852.50	265°12'03"	N16°28'45" L	118.45
C28	39.27	196.25	90°00'00"	N68°20'44" W	35.36
C29	39.27	196.25	90°00'00"	S68°20'44" W	35.36



NOTE:
 UNITS 4, 5 AND 6 MUST BE BUILT
 ALL OTHER UNITS NEED NOT BE BUILT.
 ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
 (1) DENOTES COORDINATE POINT NUMBER.

- INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER
- ▨ LIMITED COMMON ELEMENT
- ▩ GENERAL COMMON ELEMENT
- 1 INDICATES A UNIT NUMBER
- P = PATIO OR DECK
- D = DRIVEWAY

ALL UNITS ARE PROPOSED
 THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH 10 IS SUBJECT TO CHANGE. THE ACTUAL LOCATION OF THE DRIVEWAYS WILL BE SHOWN ON THE AS-BUILT DRAWINGS.
 ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE 31 OF THE MASTER DEED



P.T.#	NORTHING	EASTING	P.T.#	NORTHING	EASTING	P.T.#	NORTHING	EASTING
1	5576.0018	4071.0603	46	5597.5082	3554.3563	156	5775.1461	5728.9536
2	5576.0018	4071.0603	47	5597.5082	3554.3563	157	5775.1461	5728.9536
3	5713.0088	3892.2656	48	5597.5082	3554.3563	158	5775.1461	5728.9536
4	5713.0088	3892.2656	49	5597.5082	3554.3563	159	5775.1461	5728.9536
5	5713.0088	3892.2656	50	5597.5082	3554.3563	160	5775.1461	5728.9536
6	5713.0088	3892.2656	51	5597.5082	3554.3563	161	5775.1461	5728.9536
7	5713.0088	3892.2656	52	5597.5082	3554.3563	162	5775.1461	5728.9536
8	5713.0088	3892.2656	53	5597.5082	3554.3563	163	5775.1461	5728.9536
9	5713.0088	3892.2656	54	5597.5082	3554.3563	164	5775.1461	5728.9536
10	5713.0088	3892.2656	55	5597.5082	3554.3563	165	5775.1461	5728.9536

PROPOSED DATED
 05-31-2001

Robert A. ...

ARCHITECT & ENGINEER
 17500 ...

VILLAS AT NORTHVILLE HILLS
 SITE PLAN/ UNITS 22 - 30, 147 - 165

BY: ... ASSOCIATES, INC.
 17500 ...

SHEET
 10
 OF
 28



NOTE

UNITS 4, 5 AND 6 MUST BE BUILT.
ALL OTHER UNITS NEED NOT BE BUILT.
ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.

① DENOTES CURVATURE POINT NUMBER.

• INDICATES POINT OF CURVATURE AND/OR BOUNDARY CORNER.

▨ LIMITED COMMON ELEMENT.

▩ GENERAL COMMON ELEMENT.

1 INDICATES A UNIT NUMBER

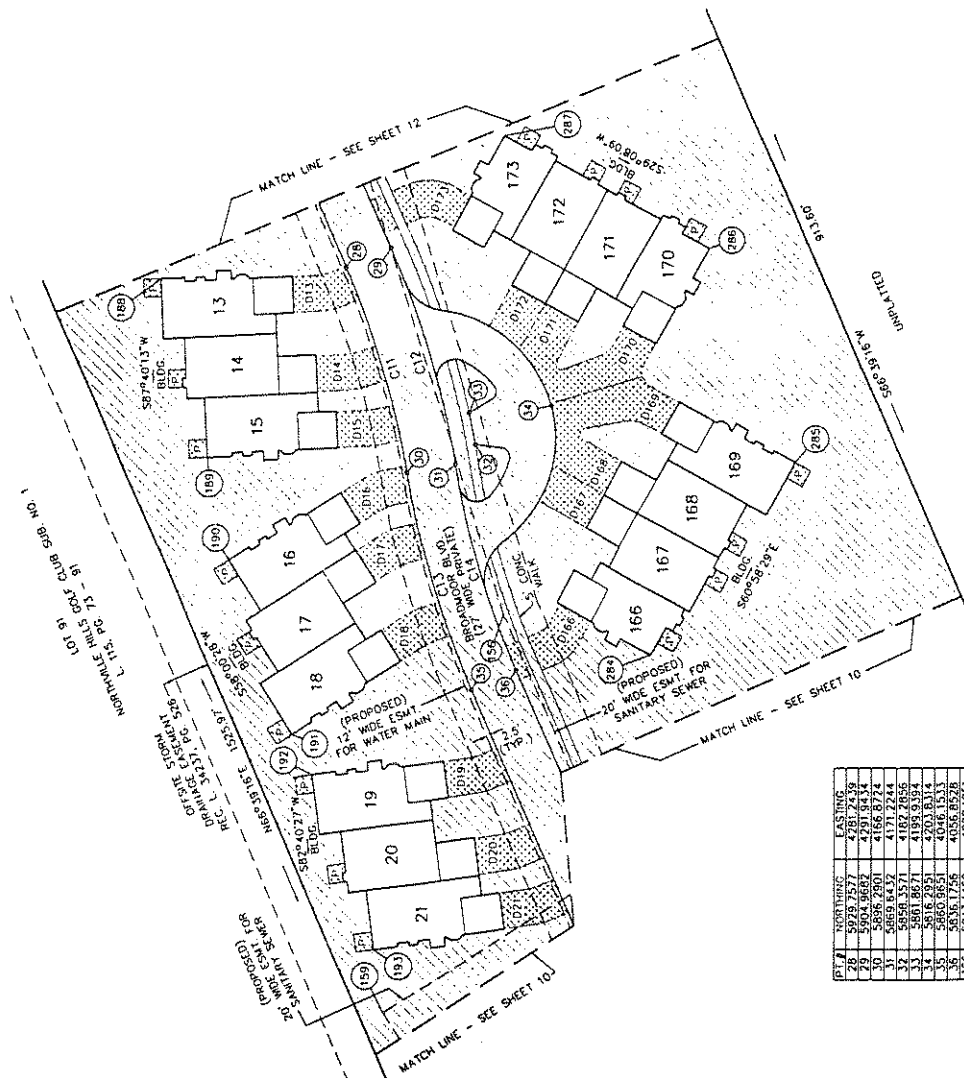
P = PATIO OR DECK

O = DRIVEWAY.

ALL UNITS ARE PROPOSED.

THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH 21 AND THE LOCATION OF THE DRIVEWAYS WILL BE SHOWN ON THE AS-BUILT DRAWINGS.

ALL OF THE UNITS AND COMMON ELEMENTS ARE DESIGNATED AS "CONVERTIBLE AREAS", SUBJECT TO CONVERSION PURSUANT TO ARTICLE XI OF THE MASTER DEED.



CURVE	ARC	RADIUS	BELTA	CHD. BRG.	CHD. DIST.
C11	119.47	486.50	14°04'12"	N73°41'22"E	119.17
C12	126.10	513.50	14°04'12"	N73°41'22"E	125.78
C13	126.10	513.50	14°04'12"	S73°41'22"W	125.78
C14	119.47	486.50	14°04'12"	S73°41'22"W	119.17

PT. #	NORTHING	EASTING
28	5929.2577	4281.2439
29	5904.9663	4291.8434
30	5886.4290	4156.9774
31	5858.3371	4182.4856
32	5861.8671	4193.0384
33	5818.2951	4202.8314
34	5818.2951	4202.8314
35	5818.2951	4202.8314
36	5818.2951	4202.8314
37	5818.2951	4202.8314
38	5818.2951	4202.8314
39	5818.2951	4202.8314
40	5818.2951	4202.8314
41	5818.2951	4202.8314
42	5818.2951	4202.8314
43	5818.2951	4202.8314
44	5818.2951	4202.8314
45	5818.2951	4202.8314
46	5818.2951	4202.8314
47	5818.2951	4202.8314
48	5818.2951	4202.8314
49	5818.2951	4202.8314
50	5818.2951	4202.8314
51	5818.2951	4202.8314
52	5818.2951	4202.8314
53	5818.2951	4202.8314
54	5818.2951	4202.8314
55	5818.2951	4202.8314
56	5818.2951	4202.8314
57	5818.2951	4202.8314
58	5818.2951	4202.8314
59	5818.2951	4202.8314
60	5818.2951	4202.8314
61	5818.2951	4202.8314
62	5818.2951	4202.8314
63	5818.2951	4202.8314
64	5818.2951	4202.8314
65	5818.2951	4202.8314
66	5818.2951	4202.8314
67	5818.2951	4202.8314
68	5818.2951	4202.8314
69	5818.2951	4202.8314
70	5818.2951	4202.8314
71	5818.2951	4202.8314
72	5818.2951	4202.8314
73	5818.2951	4202.8314
74	5818.2951	4202.8314
75	5818.2951	4202.8314
76	5818.2951	4202.8314
77	5818.2951	4202.8314
78	5818.2951	4202.8314
79	5818.2951	4202.8314
80	5818.2951	4202.8314
81	5818.2951	4202.8314
82	5818.2951	4202.8314
83	5818.2951	4202.8314
84	5818.2951	4202.8314
85	5818.2951	4202.8314
86	5818.2951	4202.8314
87	5818.2951	4202.8314
88	5818.2951	4202.8314
89	5818.2951	4202.8314
90	5818.2951	4202.8314
91	5818.2951	4202.8314
92	5818.2951	4202.8314
93	5818.2951	4202.8314
94	5818.2951	4202.8314
95	5818.2951	4202.8314
96	5818.2951	4202.8314
97	5818.2951	4202.8314
98	5818.2951	4202.8314
99	5818.2951	4202.8314
100	5818.2951	4202.8314
101	5818.2951	4202.8314
102	5818.2951	4202.8314
103	5818.2951	4202.8314
104	5818.2951	4202.8314
105	5818.2951	4202.8314
106	5818.2951	4202.8314
107	5818.2951	4202.8314
108	5818.2951	4202.8314
109	5818.2951	4202.8314
110	5818.2951	4202.8314
111	5818.2951	4202.8314
112	5818.2951	4202.8314
113	5818.2951	4202.8314
114	5818.2951	4202.8314
115	5818.2951	4202.8314
116	5818.2951	4202.8314
117	5818.2951	4202.8314
118	5818.2951	4202.8314
119	5818.2951	4202.8314
120	5818.2951	4202.8314
121	5818.2951	4202.8314
122	5818.2951	4202.8314
123	5818.2951	4202.8314
124	5818.2951	4202.8314
125	5818.2951	4202.8314
126	5818.2951	4202.8314
127	5818.2951	4202.8314
128	5818.2951	4202.8314
129	5818.2951	4202.8314
130	5818.2951	4202.8314
131	5818.2951	4202.8314
132	5818.2951	4202.8314
133	5818.2951	4202.8314
134	5818.2951	4202.8314
135	5818.2951	4202.8314
136	5818.2951	4202.8314
137	5818.2951	4202.8314
138	5818.2951	4202.8314
139	5818.2951	4202.8314
140	5818.2951	4202.8314
141	5818.2951	4202.8314
142	5818.2951	4202.8314
143	5818.2951	4202.8314
144	5818.2951	4202.8314
145	5818.2951	4202.8314
146	5818.2951	4202.8314
147	5818.2951	4202.8314
148	5818.2951	4202.8314
149	5818.2951	4202.8314
150	5818.2951	4202.8314
151	5818.2951	4202.8314
152	5818.2951	4202.8314
153	5818.2951	4202.8314
154	5818.2951	4202.8314
155	5818.2951	4202.8314
156	5818.2951	4202.8314
157	5818.2951	4202.8314
158	5818.2951	4202.8314
159	5818.2951	4202.8314
160	5818.2951	4202.8314
161	5818.2951	4202.8314
162	5818.2951	4202.8314
163	5818.2951	4202.8314
164	5818.2951	4202.8314
165	5818.2951	4202.8314
166	5818.2951	4202.8314
167	5818.2951	4202.8314
168	5818.2951	4202.8314
169	5818.2951	4202.8314
170	5818.2951	4202.8314
171	5818.2951	4202.8314
172	5818.2951	4202.8314
173	5818.2951	4202.8314
174	5818.2951	4202.8314
175	5818.2951	4202.8314
176	5818.2951	4202.8314
177	5818.2951	4202.8314
178	5818.2951	4202.8314
179	5818.2951	4202.8314
180	5818.2951	4202.8314
181	5818.2951	4202.8314
182	5818.2951	4202.8314
183	5818.2951	4202.8314
184	5818.2951	4202.8314
185	5818.2951	4202.8314
186	5818.2951	4202.8314
187	5818.2951	4202.8314
188	5818.2951	4202.8314
189	5818.2951	4202.8314
190	5818.2951	4202.8314
191	5818.2951	4202.8314
192	5818.2951	4202.8314
193	5818.2951	4202.8314
194	5818.2951	4202.8314
195	5818.2951	4202.8314
196	5818.2951	4202.8314
197	5818.2951	4202.8314
198	5818.2951	4202.8314
199	5818.2951	4202.8314
200	5818.2951	4202.8314
201	5818.2951	4202.8314
202	5818.2951	4202.8314
203	5818.2951	4202.8314
204	5818.2951	4202.8314
205	5818.2951	4202.8314
206	5818.2951	4202.8314
207	5818.2951	4202.8314
208	5818.2951	4202.8314
209	5818.2951	4202.8314
210	5818.2951	4202.8314
211	5818.2951	4202.8314
212	5818.2951	4202.8314
213	5818.2951	4202.8314
214	5818.2951	4202.8314
215	5818.2951	4202.8314
216	5818.2951	4202.8314
217	5818.2951	4202.8314
218	5818.2951	4202.8314
219	5818.2951	4202.8314
220	5818.2951	4202.8314
221	5818.2951	4202.8314
222	5818.2951	4202.8314
223	5818.2951	4202.8314
224	5818.2951	4202.8314
225	5818.2951	4202.8314
226	5818.2951	4202.8314
227	5818.2951	4202.8314
228	5818.2951	4202.8314
229	5818.2951	4202.8314
230	5818.2951	4202.8314
231	5818.2951	4202.8314
232	5818.2951	4202.8314
233	5818.2951	4202.8314
234	5818.2951	4202.8314
235	5818.2951	4202.8314
236	5818.2951	4202.8314
237	5818.2951	4202.8314
238	5818.2951	4202.8314
239	5818.2951	4202.8314
240	5818.2951	4202.8314
241	5818.2951	4202.8314
242	5818.2951	4202.8314
243	5818.2951	4202.8314
244	5818.2951	4202.8314
245	5818.2951	4202.8314
246	5818.2951	4202.8314
247	5818.2951	4202.8314
248	5818.2951	4202.8314
249	5818.2951	4202.8314
250	5818.2951	4202.8314

PROPOSED DATED
05-31-2001

Richard J. ...

REGISTERED PROFESSIONAL ENGINEER
NO. 27186

STATE OF MICHIGAN
EXPIRES 12/31/01

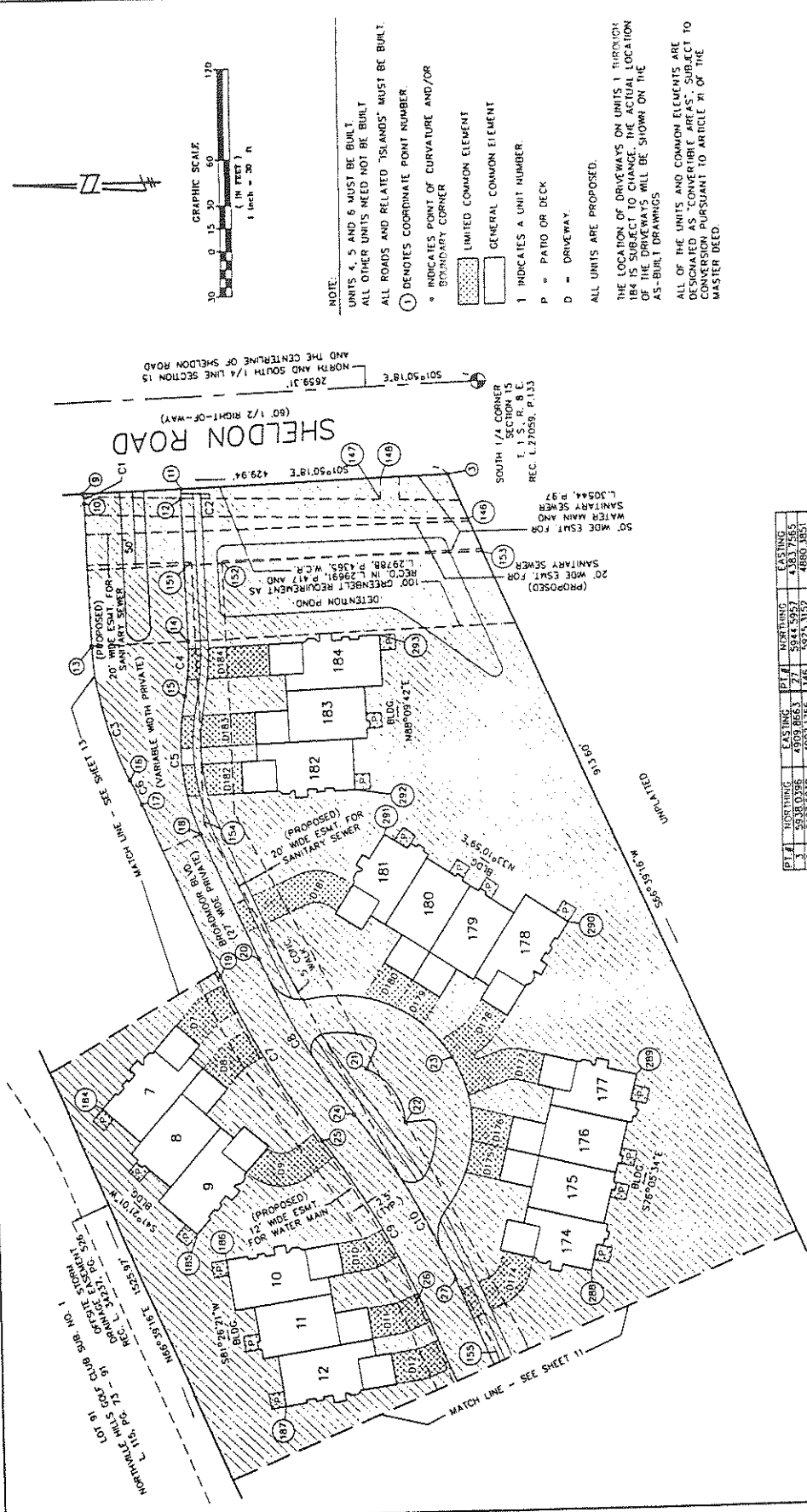
SEAL

VILLAS AT NORTHVILLE HILLS
SITE PLAN/ UNITS 13 - 21, 166 - 173

BY: STUBBS, KELLEY & ASSOCIATES, INC.
REGISTERED PROFESSIONAL ARCHITECTS
NO. 27566

STATE OF MICHIGAN
EXPIRES 12/31/01

SHEET 11 OF 11



PROPOSED DATED
 05-31-2001

Bruce J. ...

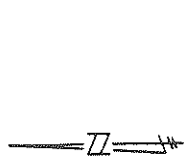
PLANNING & ENGINEERING
 27500 ...

VILLAS AT NORTHVILLE HILLS
 SITE PLAN/ UNITS 7 - 12, 174 - 184

SHEET
 12
 OF
 28

PT. #	NORTHING	EASTING	PL. #	COORDINATES	VALUES
1	5930.0296	4900.3654	176	5041.9847	4383.7855
2	5930.0296	4900.3654	176	5975.3132	4680.3851
3	5930.0296	4900.3654	176	5975.3132	4680.3851
4	5930.0296	4900.3654	176	5975.3132	4680.3851
5	5930.0296	4900.3654	176	5975.3132	4680.3851
6	5930.0296	4900.3654	176	5975.3132	4680.3851
7	5930.0296	4900.3654	176	5975.3132	4680.3851
8	5930.0296	4900.3654	176	5975.3132	4680.3851
9	5930.0296	4900.3654	176	5975.3132	4680.3851
10	5930.0296	4900.3654	176	5975.3132	4680.3851
11	5930.0296	4900.3654	176	5975.3132	4680.3851
12	5930.0296	4900.3654	176	5975.3132	4680.3851
13	5930.0296	4900.3654	176	5975.3132	4680.3851
14	5930.0296	4900.3654	176	5975.3132	4680.3851
15	5930.0296	4900.3654	176	5975.3132	4680.3851
16	5930.0296	4900.3654	176	5975.3132	4680.3851
17	5930.0296	4900.3654	176	5975.3132	4680.3851
18	5930.0296	4900.3654	176	5975.3132	4680.3851
19	5930.0296	4900.3654	176	5975.3132	4680.3851
20	5930.0296	4900.3654	176	5975.3132	4680.3851
21	5930.0296	4900.3654	176	5975.3132	4680.3851
22	5930.0296	4900.3654	176	5975.3132	4680.3851
23	5930.0296	4900.3654	176	5975.3132	4680.3851
24	5930.0296	4900.3654	176	5975.3132	4680.3851
25	5930.0296	4900.3654	176	5975.3132	4680.3851
26	5930.0296	4900.3654	176	5975.3132	4680.3851

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C1	6.34	35.00	10°42'37"	N82°48'24"E	6.53
C2	6.54	35.00	10°42'37"	N85°29'00"W	6.53
C3	92.59	200.00	26°31'29"	S74°53'58"W	91.76
C4	36.30	150.00	1°51'58"	S84°54'19"E	36.21
C5	92.61	150.00	35°27'24"	S84°20'28"W	91.14
C6	17.51	200.00	05°01'03"	N64°08'45"E	17.51
C7	128.10	513.50	14°04'12"	S59°37'10"W	125.78
C8	119.47	488.50	14°04'12"	S59°37'10"W	119.17
C9	119.47	488.50	14°04'12"	N59°37'10"E	119.17
C10	126.10	513.50	14°04'12"	N59°37'10"E	125.78



GRAPHIC SCALE.

0 15 30 60 120
(IN FEET)
1 Inch = 30 Ft

NOTE:

UNITS 4, 5 AND 6 MUST BE BUILT
ALL OTHER UNITS NEED NOT BE BUILT.

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT

① DENOTES COORDINATE POINT NUMBER.

* INDICATES POINT OF CURVATURE AND/OR
BOUNDARY CORNER.

◻ LIMITED COMMON ELEMENT

◻ GENERAL COMMON ELEMENT

1 INDICATES A UNIT NUMBER.

P = PATIO OR DECK.

D = DRIVEWAY.

ALL UNITS ARE PROPOSED.

THE LOCATION OF DRIVEWAYS ON UNITS 1 THROUGH
10 IS SUBJECT TO CHANGE. THE ACTUAL LOCATION
OF THE DRIVEWAYS WILL BE SHOWN ON THE
AS-BUILT DRAWINGS.

ALL OF THE UNITS AND COMMON ELEMENTS ARE
DESIGNATED AS "CONVERTIBLE AREAS" SUBJECT TO
CONVERSION PURSUANT TO ARTICLE 31 OF THE
MASTER DEED.

PROPOSED DATED
05-31-2001

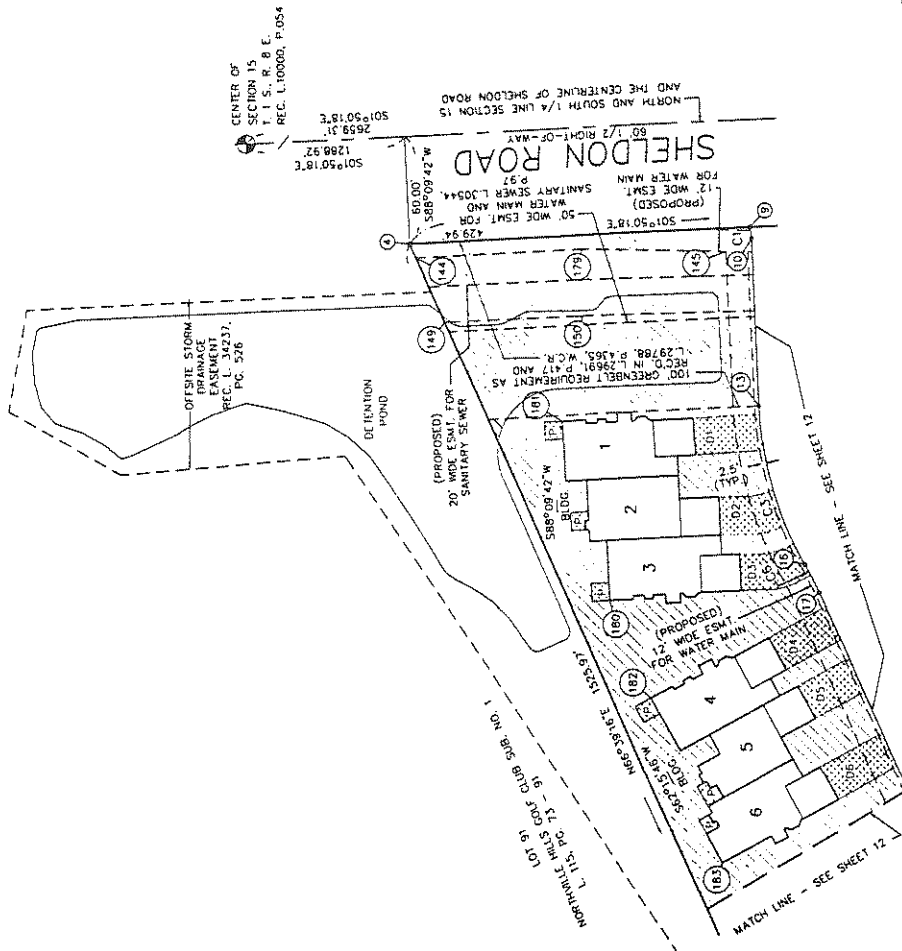
Richard J. Lee



VILLAS AT NORTHVILLE HILLS
SITE PLAN/ UNITS 1 - 6

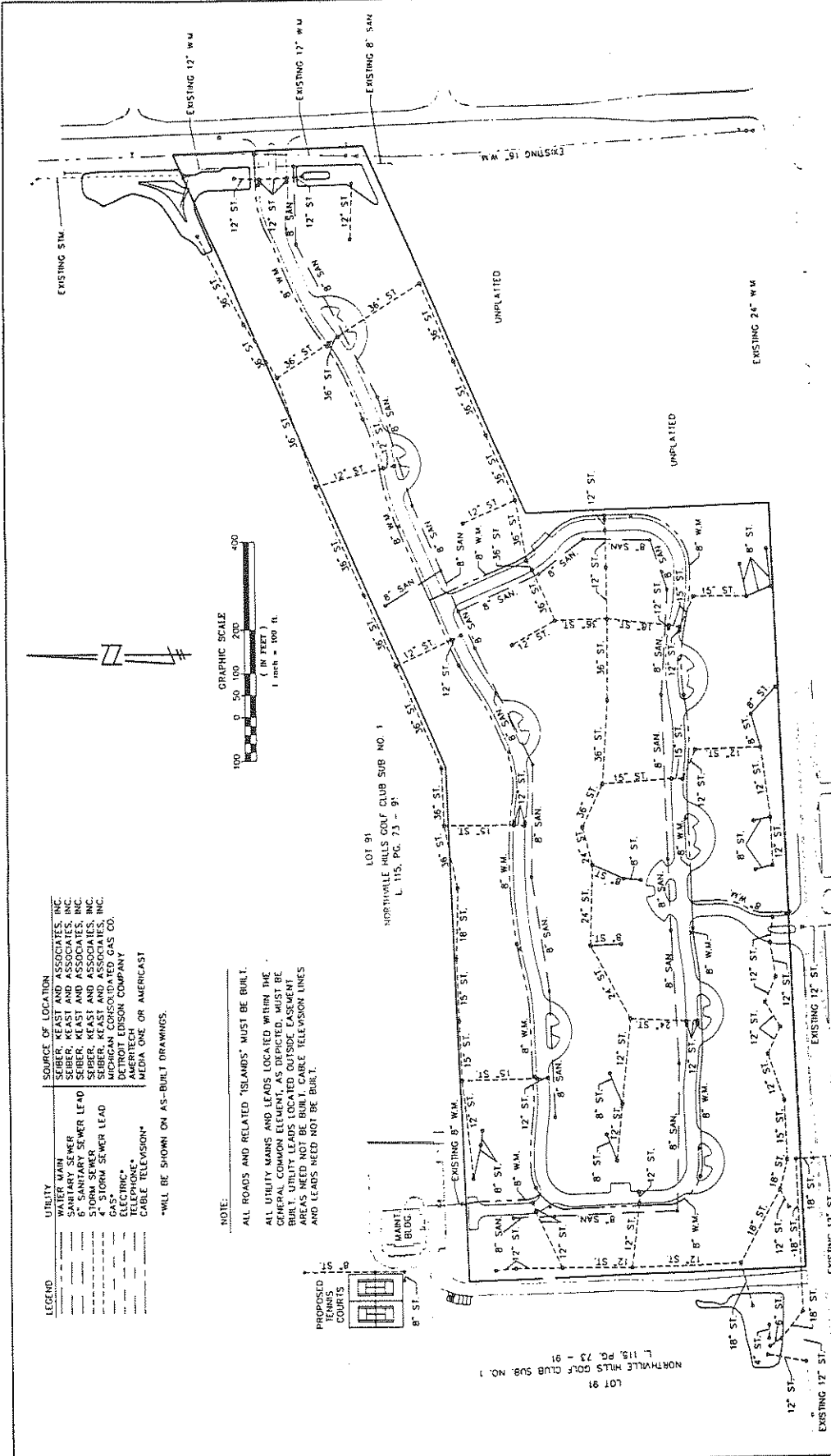
PREPARED BY
RICHARD J. LEE & ASSOCIATES, INC.
1000 GRAND WOOD LANE, SUITE 100, NORTHVILLE, MI 48861-1101
PH: 248-441-1101
FAX: 248-441-1102

SHEET
13
OF
28



PT #	NORTHING	EASTING
1	6357.7250	4895.1776
2	6357.7250	4895.1776
3	6176.8049	4895.6950
4	6176.8049	4895.6950
5	6173.6056	4902.2477
6	6173.6056	4902.2477
7	6143.9916	4773.6526
8	6143.9916	4773.6526
9	6142.8509	4888.1793
10	6142.8509	4888.1793
11	6191.0669	4888.6697
12	6191.0669	4888.6697
13	6348.0032	4852.1684
14	6348.0032	4852.1684
15	6270.4455	4893.1141
16	6270.4455	4893.1141
17	6248.5119	4695.6571
18	6248.5119	4695.6571
19	6283.3568	4795.5774
20	6283.3568	4795.5774
21	6255.3193	4641.1157
22	6255.3193	4641.1157
23	6188.4433	4549.3759
24	6188.4433	4549.3759

CURVE	ARC	RADIUS	DELTA	CHD. BRG.	CHD. DIST.
C1	6.54	35.00	10°42'37"	N82°48'24"E	6.53
C3	92.59	200.00	26°31'29"	S74°53'58"W	91.76
C6	17.51	200.00	05°01'03"	N64°08'45"E	17.51

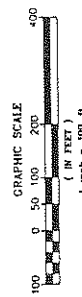


LEGEND	UTILITY	SOURCE OF LOCATION
---	WATER MAIN	SEIBER, KEAST AND ASSOCIATES, INC.
---	SANITARY SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	6" SANITARY SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	STORM SEWER	SEIBER, KEAST AND ASSOCIATES, INC.
---	10" STORM SEWER LEAD	SEIBER, KEAST AND ASSOCIATES, INC.
---	GAS*	MICHIGAN CONSOLIDATED GAS CO.
---	ELECTRIC*	DETROIT EDISON COMPANY
---	TELEPHONE*	AMERITECH
---	CABLE TELEVISION*	MEDIA ONE OR AMERICAST

*WILL BE SHOWN ON AS-BUILT DRAWINGS.

NOTE:

ALL ROADS AND RELATED "ISLANDS" MUST BE BUILT.
 ALL UTILITY MAINS AND LEADS LOCATED WITHIN THE GENERAL COMMON ELEMENT, AS DEPICTED, MUST BE BUILT. UTILITY LEADS LOCATED OUTSIDE EASEMENT AREAS NEED NOT BE BUILT. CABLE TELEVISION LINES AND LEADS NEED NOT BE BUILT.



PROPOSED DATED
05-31-2001

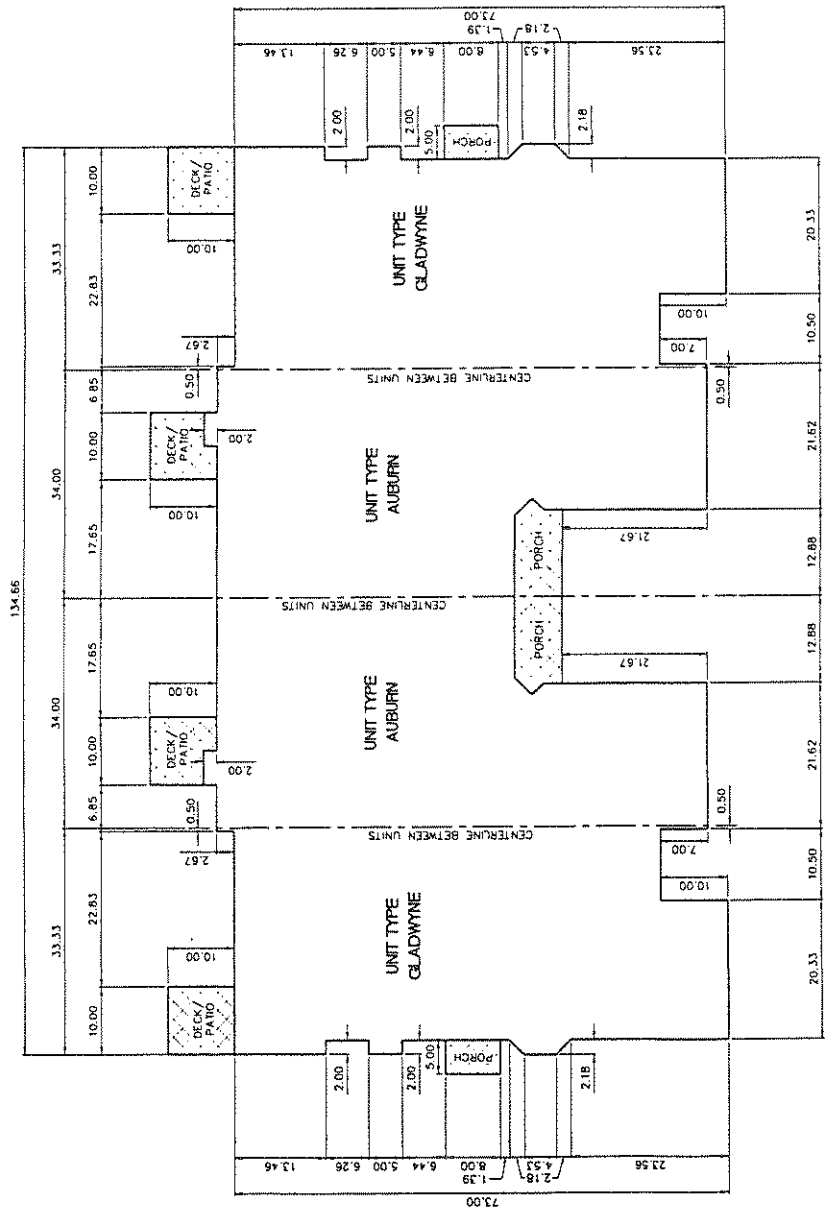
B. Keast

SEIBER, KEAST & ASSOCIATES, INC.
 14500 W. VAN DYKE AVE., SUITE 100, NORTHVILLE, MI 48861
 734-885-7780

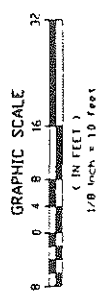
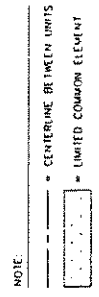
PRICE: \$ 150.00
 14500 W. VAN DYKE AVE., SUITE 100, NORTHVILLE, MI 48861
 734-885-7780

VILLAS AT NORTHVILLE HILLS
 UTILITY PLAN

SHEET
14
OF
28



NOTE:
 PORCHES AND DRIVEWAYS ARE LIMITED COMMON ELEMENT. THE AREA AT REAR OF UNIT IS ALSO LIMITED COMMON ELEMENT. COMMON ELEMENT DECK INSTALLED IN COMPLIANCE WITH CONDOMINIUM BY-LAWS, SHALL BE LOCATED



PROPOSED DATED
 05-31-2001

Elizabeth J. Trepp

REGISTERED ARCHITECT
 NUMBER 101506

STATE OF MARYLAND
 PROFESSIONAL SEAL

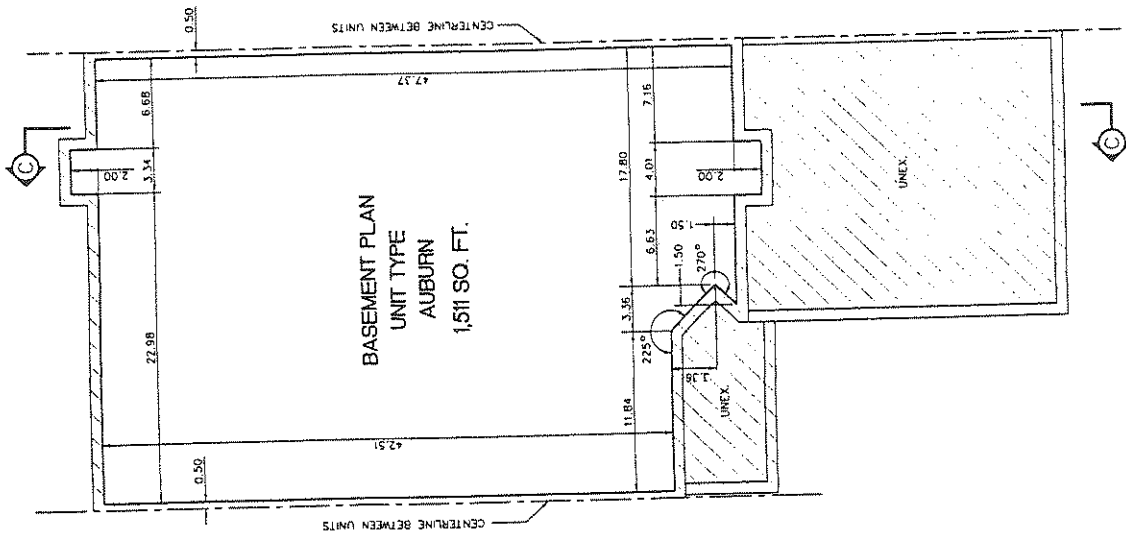
VILLAS AT NORTHVILLE HILLS
 PERIMETER PLAN / 4 UNIT BUILDING

REGISTERED ARCHITECT &
 ASSOCIATES, INC.
 4200 ROAD VIEW AVENUE, SUITE 100, WILMINGTON, DE 19807-2103
 (302) 439-1000

PROJECT NO. 01-001-01

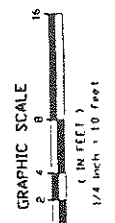
SHEET
 16
 OF
 28

PERIMETER PLAN / 4 UNIT BUILDING



BASEMENT PLAN
UNIT TYPE
AUBURN
1,511 SQ. FT.

- NOTES
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED
 - ALL WALLS ARE 0.83' WIDE UNLESS OTHERWISE NOTED
 - ALL WALLS ARE GENERAL COMMON ELEMENT
- = LIMITS OF OWNERSHIP
 - - - = CENTERLINE BETWEEN UNITS
 - = GENERAL COMMON ELEMENT



PROPOSED DATED
05-31-2001

18 *11* *16* *1*

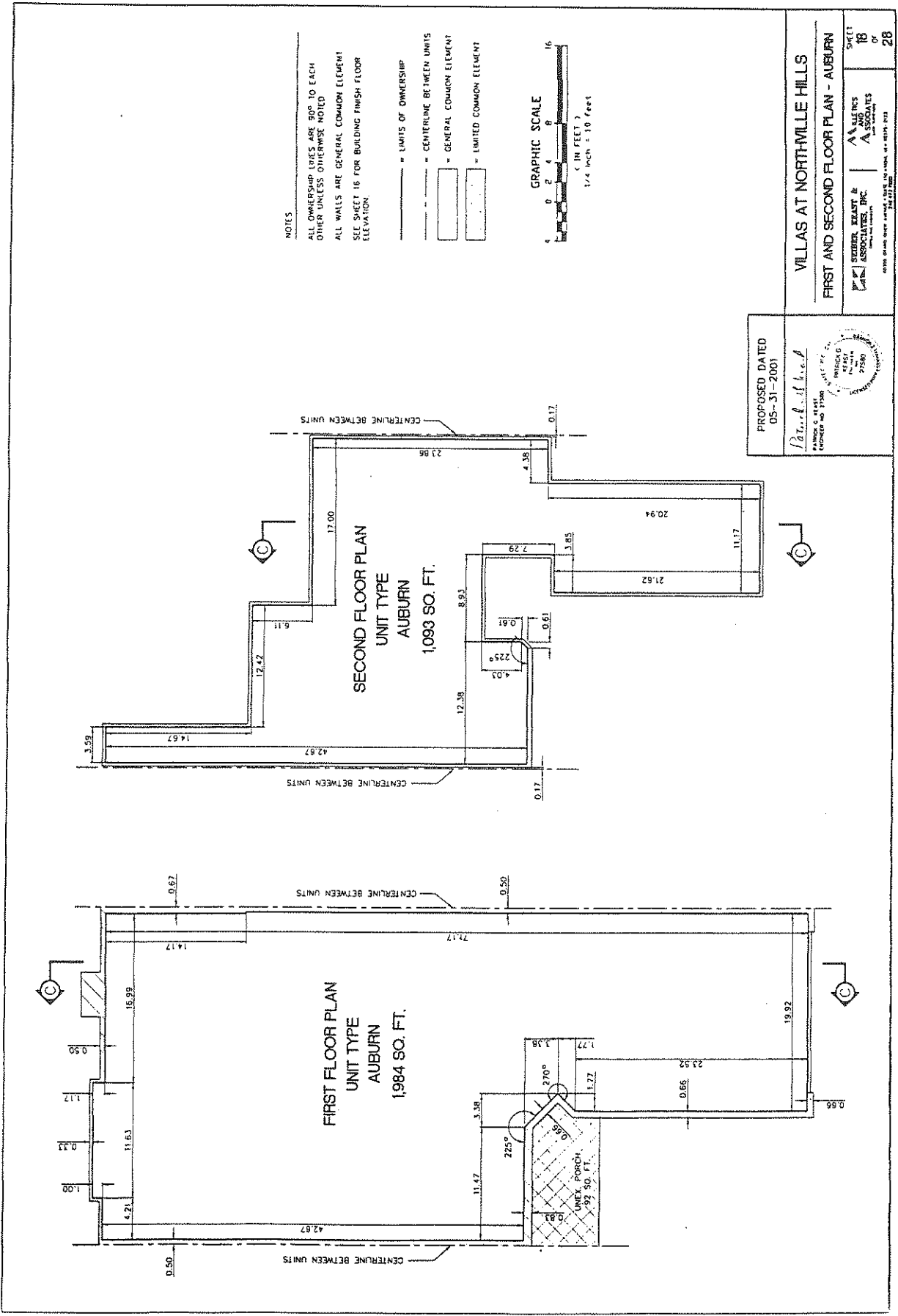
REGISTERED PROFESSIONAL ARCHITECT
STATE OF CALIFORNIA
NO. 11111

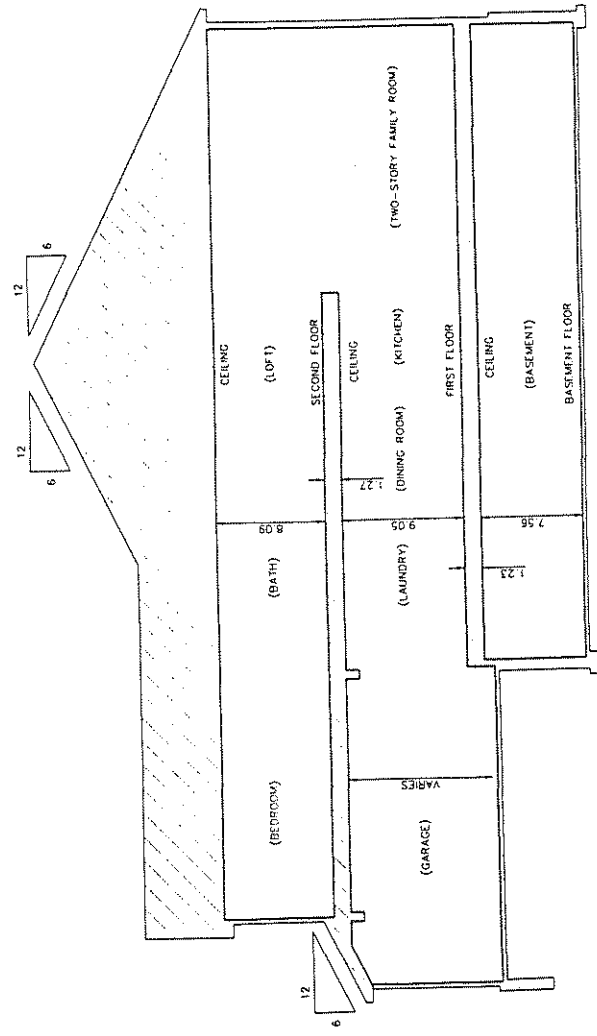
VILLAS AT NORTHVILLE HILLS
BASEMENT PLAN - AUBURN

SHET
17
OF
28

ALLIANCE
AND
ASSOCIATES, INC.
ARCHITECTS

1000 W. BROADWAY, SUITE 1000, NEW YORK, NY 10018
TEL: 212 693 1111

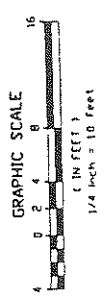




CROSS SECTION C-C
UNIT TYPE - AUBURN

NOTES
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
UNLESS OTHERWISE NOTED
ALL WALLS ARE GENERAL COMMON ELEMENT

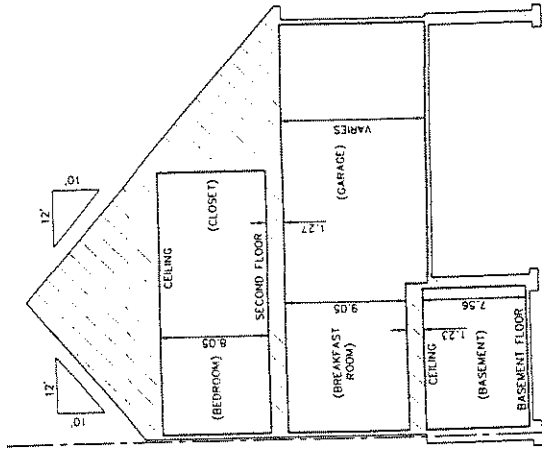
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT



PROPOSED DATED
05-31-2001
J. G. B. & S. J. B. S. J.
ARCHITECTS
1000 N. 11TH ST.
SUITE 100
AUBURN, WA 98001

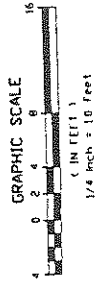
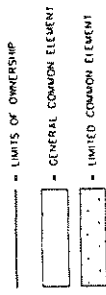
VILLAS AT NORTHVILLE HILLS
CROSS SECTION C-C : AUBURN

OWNER: SEAST & ASSOCIATES, INC.
ARCHITECT: J. G. B. & S. J. B. S. J.
DATE: 05/31/01
SHEET 19 OF 28



CROSS SECTION D-D
UNIT TYPE - GLADWYNE

NOTES:
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
UNLESS OTHERWISE NOTED
ALL WALLS ARE GENERAL COMMON ELEMENT



PROPOSED DATED
05-31-2001

G. G. G. G. G.

ARCHITECT
1000 N. 10TH ST.
DENVER, CO. 80202

PRICE
PER HOUR
\$150.00

PROJECT NO.
21566

VILLAS AT NORTHVILLE HILLS

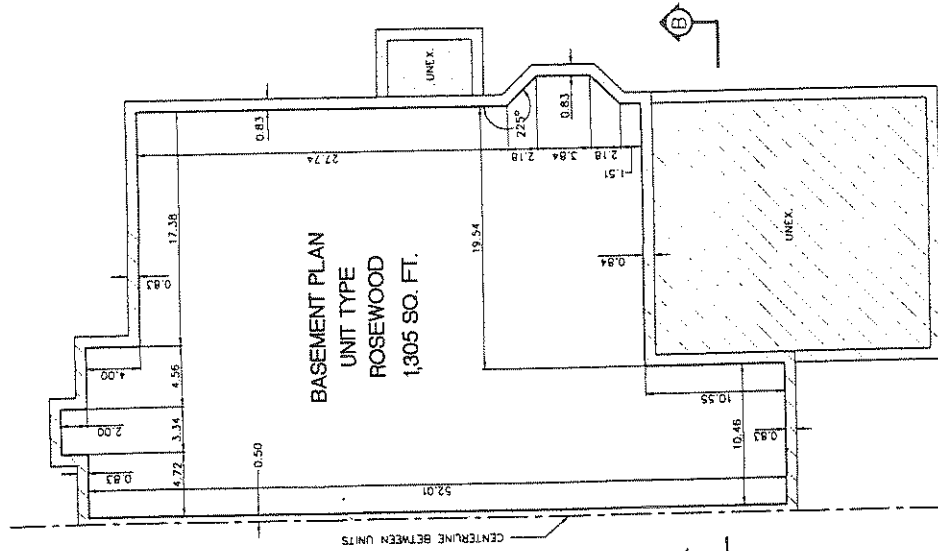
CROSS SECTION D-D : GLADWYNE

OWNER: STANLEY REASBY & ASSOCIATES, INC. 2200 W. 10TH AVENUE, SUITE 100, DENVER, CO. 80202

DATE: 05-31-2001

PROJECT NO.: 21566

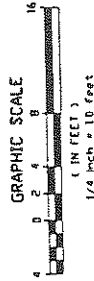
SHEET
22
OF
28



NOTES

ALL OWNERSHIP LINES ARE 80% TO EACH OTHER UNLESS OTHERWISE NOTED.
 ALL WALLS ARE 0.83' WIDE UNLESS OTHERWISE NOTED.
 ALL WALLS ARE GENERAL COMMON ELEMENT

- = LIMITS OF OWNERSHIP
- - - = CENTERLINE BETWEEN UNITS
- = GENERAL COMMON ELEMENT



PROPOSED DATED
 05-31-2001

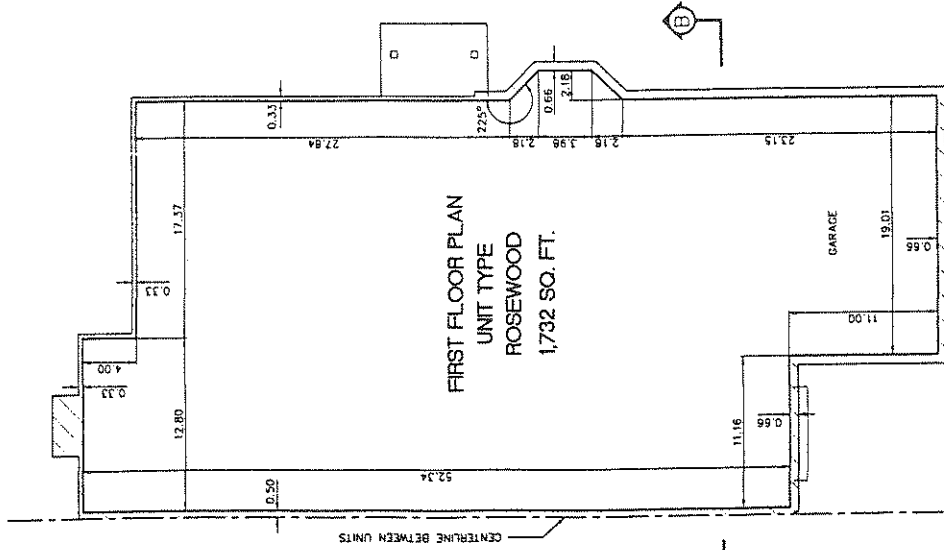
Richard K. ...

REGISTERED PROFESSIONAL ARCHITECT
 STATE OF TEXAS
 EXPIRES 05/31/2002
 27756

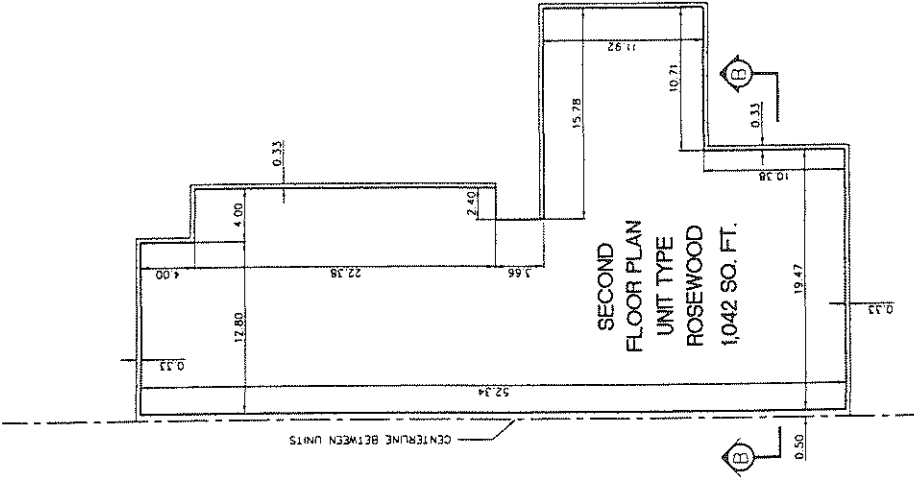
VILLAS AT NORTHVILLE HILLS
 BASEMENT PLAN - ROSEWOOD

SEIBER, KEAST & ASSOCIATES, INC.
 ARCHITECTS

SHEET 23 OF 28

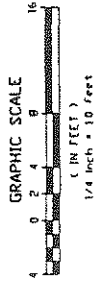


FIRST FLOOR PLAN
UNIT TYPE
ROSEWOOD
1,732 SQ. FT.



SECOND FLOOR PLAN
UNIT TYPE
ROSEWOOD
1,042 SQ. FT.

- NOTES
- ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
 - ALL WALLS ARE GENERAL COMMON ELEMENT SEE SHEET 16 FOR BUILDING FINISH FLOOR ELEVATION.
 - = LIMITS OF OWNERSHIP
 - - - = CENTERLINE BETWEEN UNITS
 - = GENERAL COMMON ELEMENT
 - = LIMITED COMMON ELEMENT



PROPOSED DATED
05-31-2001

Richard J. K.../

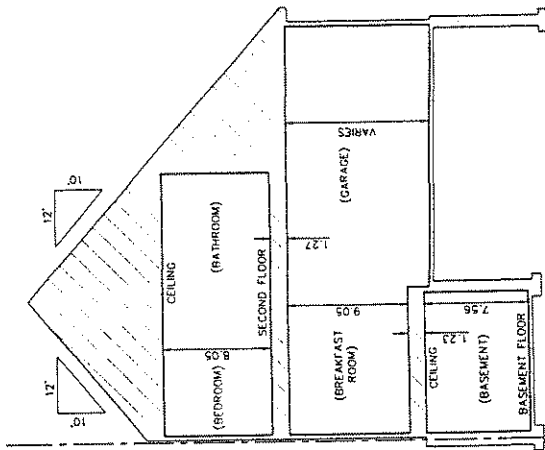
REGISTERED PROFESSIONAL ARCHITECT
STATE OF TEXAS
NO. 27500

VILLAS AT NORTHVILLE HILLS

FIRST AND SECOND FLOOR PLAN - ROSEWOOD

PAUL SHERER, TRACY A. AND ASSOCIATES, INC.
ARCHITECTS

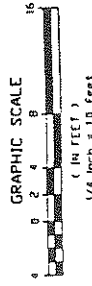
SHEET 24 OF 28



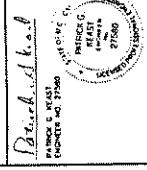
CROSS SECTION B-B
UNIT TYPE - ROSEWOOD

NOTES:
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
UNLESS OTHERWISE NOTED
ALL WALLS ARE GENERAL COMMON ELEMENT.

- = LIMITS OF OWNERSHIP
- ▭ = GENERAL COMMON ELEMENT
- ▨ = LIMITED COMMON ELEMENT



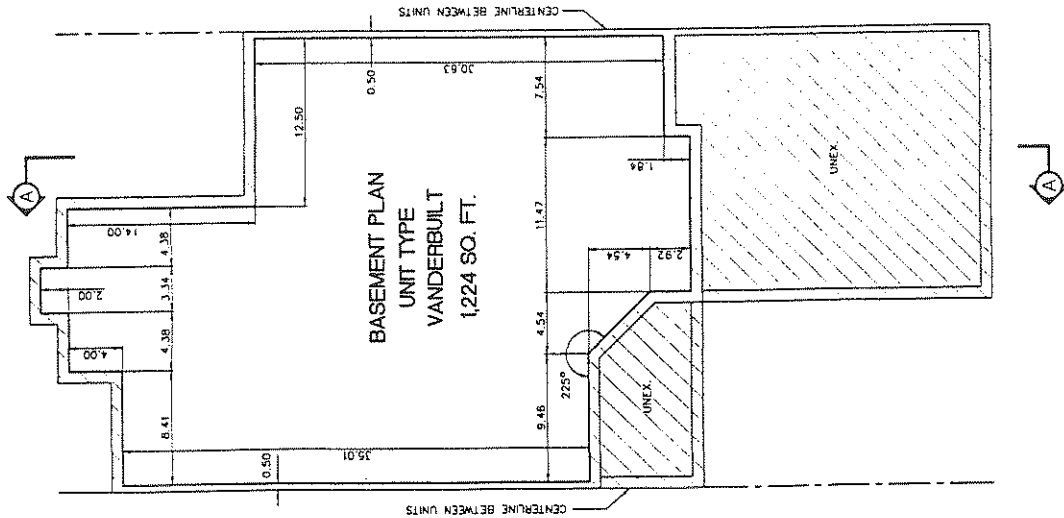
PROPOSED, DATED
05-31-2001



VILLAS AT NORTHVILLE HILLS
CROSS SECTION B-B : ROSEWOOD

P.M. SIBBEL, ESQ. & ASSOCIATES, INC. <small>PLANNING ARCHITECTS ENGINEERS</small>	A.A. JAMES ASSOCIATES <small>ARCHITECTS</small>	SHEET 25 OF 28
---	---	-------------------------

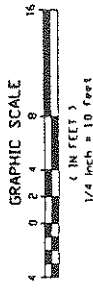
DATE PLOTTED: 05/31/01 11:58 AM
 PLOTTER: HP DesignJet 500C



NOTES

ALL OWNERSHIP LINES ARE 90° TO EACH OTHER UNLESS OTHERWISE NOTED.
 ALL WALLS ARE 0.83' WIDE UNLESS OTHERWISE NOTED.
 ALL WALLS ARE GENERAL COMMON ELEMENT

- LIMITS OF OWNERSHIP
- CENTERLINE BETWEEN UNITS
- GENERAL COMMON ELEMENT



PROPOSED DATED
 05-31-2001

Richard J. Keefe

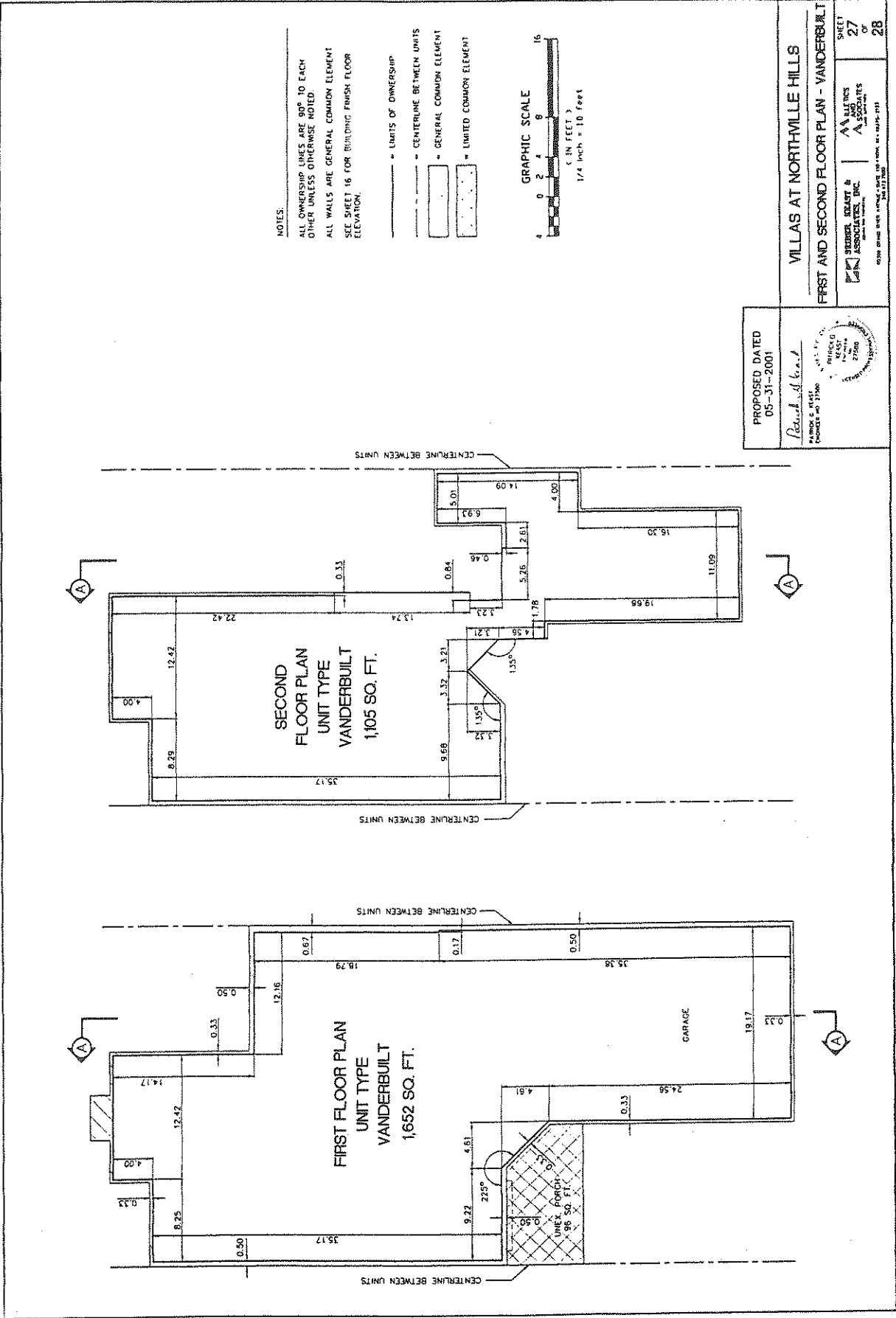
PAVING & RESTORATION
 COMPANY, INC. 1700



VILLAS AT NORTHVILLE HILLS

BASEMENT PLAN - VANDERBUILT

STEINER, KEAST & ASSOCIATES, INC. ARCHITECTS
 1000 W. WINDY HILL ROAD, SUITE 100, NORTHVILLE, MI 48861-1000
 PHONE: 248-462-1100 FAX: 248-462-1101
 SHEET 26 OF 28



PROPOSED DATED
 05-31-2001

Richard A. Kelly, AIA
 ARCHITECT
 1000 E. FIRST
 SUITE 200
 DENVER, CO 80202

PROJECT NO. 2750

VILLAS AT NORTHVILLE HILLS
 FIRST AND SECOND FLOOR PLAN - VANDERBILT

BY: RICHARD KELLY & ASSOCIATES, INC.
 ARCHITECTS

DATE: 05/31/01

STATE OF MICHIGAN, REGISTERED ARCHITECT, NO. 12475-113

SHEET 27 OF 28

Villas at Northville Hills Condominium Association

WAIVER AND RELEASE OF LIABILITY

The Villas at Northville Hills Condominium Association (“the Association”), provides fitness and recreational facilities for the use and enjoyment of our residents. Use of these facilities and/or participation in recreational activities conducted on Association premises is at the sole risk and responsibility of the participant, and the Association is not responsible for injuries sustained by residents and/or guests while participating.

I am aware that I could injure myself or be injured by others while using exercise equipment, swimming pools, or other facilities, or while engaging in physical exercise, or other recreational activities on the premises. I understand that participation in these activities is voluntary and I assume all responsibility and risk of injury that might result. I hereby agree to waive and release any claims or rights I might have to sue the Association, its employees or agents for injury on account of my participation in these activities.

I warrant, represent and agree that I am in good physical condition and have no disability, impairment or ailment preventing me from engaging in active or passive exercise that will be detrimental to my health, safety, comfort, or physical condition if I so engage or participate. I will not use the facilities with any open cuts, abrasions, infections or maladies with the potential of harm to others in accordance with public health requirements.

I understand that the PIN number given to me for access to the fitness center is for my use and the use of any occupants of my home over the age of 18. I also understand that the PIN number is my responsibility and the responsibility of my occupants to keep secure and private. I agree that by violating these stipulations, the Association has the right to delete my PIN number, denying my occupants and myself access to the center.

I have carefully read this Waiver and Release and fully understand that it is a total and complete release of liability.

Print Name of Head of Household

Print Name of Head of Household

Signature

Signature

Unit Address

Resident Name and Age

Signature

Resident Name and Age

Signature

Resident Name and Age

Signature

Resident Name and Age

Signature

Completed form may be sent via fax or mail to Kramer-Triad Management Group, L.L.C.

Management by: Kramer Triad Management Group

40000 Grand River Ave. • Suite 100 • Novi, Michigan 48375

Phone: (248) 888-4700 • www.kramertriad.com • Fax: (248) 888-4721

Villas at Northville Hills

Condominium Association

Site Address: _____ Unit #: _____ Bldg: _____

The Villas at Northville Hills Condominium Association Household Information Sheet

This form must be completed and returned to the Kramer-Triad Management Group, L.L.C. with the Waiver of Liability before you will be issued a Personal Identification Number (PIN) for electronic access to the Villas at Northville Hills Fitness Center and Pool.

Please print your answers clearly.

Head of Household

Head of Household

I can be reached at the following phone numbers:

Daytime: _____

Evening: _____

Additional: _____

Email address: _____

The total number of people living in the home: _____

Please list the other members of your household:

NAME

AGE

This form can be faxed to Kramer-Triad Management Group, L.L.C. at (248) 888-4721

40000 Grand River, Suite 100 • Novi MI 48375
248.888.4700 800.301.0121 Fax 248.888.4721 www.kramertriad.com

