

CONSOLIDATED MASTER DEED

CROSSWINDS WEST CONDOMINIUM

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is P.O. Box 28, Novi, Michigan 48376, being charged with the management and administration of CROSSWINDS WEST CONDOMINIUM, a Condominium established pursuant to the MASTER DEED dated March 12, 1984, and recorded March 19, 1984, in Liber 8620, Pages 376 through 425, inclusive Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 371, as amended, hereby amends said MASTER DEED of CROSSWINDS WEST CONDOMINIUM, as amended, in its entirety, pursuant to the authority reserved in Paragraph 8 thereof. Upon recording of this CONSOLIDATED MASTER DEED in the Office of the Oakland County Register of Deeds, said previously recorded MASTER DEED shall be superseded and replaced.

W I T N E S S E T H:

WHEREAS, the ASSOCIATION desires by recording this CONSOLIDATED MASTER DEED, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan, attached hereto as Exhibit "B", (both of which are hereby incorporated by reference and made a part hereof) to re-establish the Real Property, together with all improvements, and appurtenances thereto, as a condominium project under the provisions of the Act.

NOW THEREFORE, the ASSOCIATION does, upon the re-recording hereof, re-establish CROSSWINDS WEST CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM"), shall, after such re-establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the ACT, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this CONSOLIDATED MASTER DEED and Exhibit "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said Real Property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the re-establishment of the said CONDOMINIUM, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The CONDOMINIUM shall be known as CROSSWINDS WEST CONDOMINIUM, Oakland County Condominium Subdivision Plan No. 371. The architectural plans for the project were approved by the city of Novl, State of Michigan. The CONDOMINIUM is re-established in accordance with the ACT. The buildings and UNITS contained in the CONDOMINIUM, including the number, boundaries, dimensions, area and volume of each UNIT therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains eight (8) individual units for residential purposes and each UNIT is capable of individual utilization on account of having its own entrance from and exit to a common element of the CONDOMINIUM. Each owner in the CONDOMINIUM shall have an exclusive right to his or her UNIT and shall have undivided and inseparable rights to share with other owners the general common elements of the CONDOMINIUM as are designated by this CONSOLIDATED MASTER DEED.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the CONDOMINIUM established is particularly described as follows:

A parcel of land being part of the N.E. 1/4 of Section 36, T.1N, R.8E, City of Novl, Oakland County, Michigan, described as beginning at point located distant N.89 degrees 06'41"E 1432.38 feet along the North line of said Section 36 (centerline of Nine Mile Road), from the N. 1/4 corner of said Section 36; thence continuing N.89 degrees 06'41"E along said North line, a distance of 41"E along said North line, thence S.00 degrees 53'19"E 305.99 feet; thence N.89 degrees 06'41"E 360.00 feet; thence N.64 degrees 13'26"E 200.00 feet; thence S.00 degrees 53'19"E 106.93 feet; thence S.89 degrees 06'41"W 320.00 feet; thence N.19 degrees 06'35"E 459.99 feet; thence N.00 degrees 53'19"W 181.97 feet; thence S.89 degrees 06'41"W 190.00 feet; thence N.65 degrees 40'05"W 183.00 feet; thence S.89 degrees 06'41"W 307.12 feet; thence S.89 degrees 06'41"W 45.00 feet; thence N.00 degrees 53'19"W 106.00 feet; thence N.89 degrees 06'41"E 45 feet; thence N.36 degrees 38'42"E 87.01 feet; thence N.89 degrees 06'41"E 266.00 feet; thence N.00 degrees 53'19"W 230.00 feet to the point of

beginning, containing 6.640 acres more or less, and Part of the N.E. 1/4 of Section 36, T.1N., R.8N, City of Novi, Oakland County, Michigan, described as beginning at a point on the North line of said Section 36 (centerline of Nine Mile Road), located distant N. 89 degrees 06' 41" E 428.38 feet from the N 1/4 corner of said Section 36; thence continuing N. 89 degrees 06' 41" E along said North line a distance of 1606.99 feet; thence S. 00 degrees 53' 19" E 635.00 feet; thence S. 89 degrees 06' 41" W 668.16 feet; thence S. 12 degrees 43' 18" W 316.05 feet; thence S. 68 degrees 20' 29" W 373.66 feet; thence N. 70 degrees 53' 28" W 500.00 feet; thence N. 50 degrees 53' 28" W 59.05 feet; thence N. 00 degrees 53' 19" W 865.74 feet to the point of beginning, containing 30.763 acres more or less (hereinafter known as the "Real Property").

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this CONSOLIDATED MASTER DEED and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as by way of example and not limitation the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of THE CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in CROSSWINDS WEST CONDOMINIUM, as a condominium. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

B. "ASSOCIATION" means the non-profit corporation organized under Michigan Law of which all CO-OWNERS shall be members, which Corporation shall administer, operate, manage and maintain the CONDOMINIUM. 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. "CONDOMINIUM BYLAWS" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the CO-OWNERS and required by Section 53 of the ACT to be recorded as part of the MASTER DEED.

D. "ASSOCIATION BYLAWS" means the corporate bylaws of CROSSWINDS WEST CONDOMINIUM ASSOCIATION, the Michigan Non-profit Corporation organized to manage, maintain and administer the CONDOMINIUM.

E. "UNIT" means the enclosed space constituting a single complete residential UNIT in CROSSWINDS WEST CONDOMINIUM. Such space may be described in Exhibit "B" hereto, and shall have the same meaning as the term "CONDOMINIUM UNIT" as defined in the ACT.

F. "CONDOMINIUM DOCUMENTS", wherever used, means and includes this MASTER DEED and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the ASSOCIATION, and shall have the same meaning as the term Condominium Documents as defined in the ACT.

G. "CONDOMINIUM" means CROSSWINDS WEST CONDOMINIUM as an approved condominium project established in conformity with the provisions of the ACT.

H. "CONDOMINIUM SUBDIVISION PLAN" means Exhibit "B" hereto.

I. "CO-OWNER" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns or is purchasing on land contract one or more UNIT in the CONDOMINIUM. The term "Owner", wherever used, shall be synonymous with the term "CO-OWNER". "CO-OWNER" shall also include a land contract purchaser, and both the land contract seller and purchaser shall have joint & several responsibility for assessments of the ASSOCIATION.

J. "CONDOMINIUM PREMISES" means and includes the land and the buildings, all improvements and structure thereof, and all easements, rights, and appurtenances belonging to CROSSWINDS WEST CONDOMINIUM as described above.

K. "DEVELOPER" - INTENTIONALLY DELETED.

L. "COMMON ELEMENTS", where used without modification, shall mean both the general and limited common elements as described herein and excluded condominium UNITS.

M. "GENERAL COMMON ELEMENTS" means the common elements other than the limited common elements.

N. "LIMITED COMMON ELEMENTS" means a portion of the common elements reserved in this CONSOLIDATED MASTER DEED for the exclusive use of less than all of the CO-OWNERS.

O. "FHLMC" - INTENTIONALLY DELETED.

P. "CONSOLIDATING MASTER DEED" means the final amended MASTER DEED which shall describe CROSSWINDS WEST CONDOMINIUM as a completed CONDOMINIUM PROJECT and shall reflect the entire land area added to the CONDOMINIUM from time to time under ARTICLE IX hereof and all UNITS and common elements therein, and which shall express percentages of value pertinent to each UNIT as finally readjusted. Such CONSOLIDATED MASTER DEED, when recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded MASTER DEEDS for CROSSWINDS WEST CONDOMINIUM.

Q. "DEVELOPMENT AND SALES PERIOD" - INTENTIONALLY DELETED.

R. Terms not defined herein, but defined in the ACT, shall carry the meaning given them in the ACT unless the context clearly indicates to the contrary.

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

ARTICLE IV

COMMON ELEMENTS

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

A. General Common Elements.

The general common elements are:

1. The Real Property described in ARTICLE I hereof, including driveways, roads, sidewalks and unassigned parking spaces and garages not designated as limited common elements.

2. The electrical wiring network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with electrical fixtures within any UNIT.

3. The gas line network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with gas fixtures within any UNIT.

4. The telephone wiring network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with telephone equipment within any UNIT.

5. The cable television network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with television equipment within any UNIT.

6. The plumbing network throughout the CONDOMINIUM, including that contained within UNIT walls, up to the point of connection with plumbing fixtures within any UNIT.

7. The water distribution system, sanitary sewer system and storm drainage system and individual sump pump UNITS throughout the CONDOMINIUM.

8. Foundations, supporting columns, UNIT perimeter walls, duct work, roofs, ceilings, floor construction between floor levels, basement floors, and chimney chases.

9. The recreational facilities located on the CONDOMINIUM PREMISES including the wooden decks around the pond, the swimming pool, cabana concrete and wooden decks in the swimming pool area, the fence surrounding the swimming pool area and the tennis courts as shown on Exhibit "B" hereto.

10. All utility installations and the areas in which same are located when they service multiple UNITS, including adjacent areas for entry for repair, maintenance and service.

11. Such other elements of the CONDOMINIUM not herein designated as general or limited common elements which are not enclosed within the boundaries of a UNIT, and which are intended for common use or necessary to the existence, upkeep and safety of the CONDOMINIUM.

12. Such ingress and egress easement(s) which benefit the CONDOMINIUM PREMISES as set forth in ARTICLE VI.

Some or all of the utility lines (including mains and service leads) and equipment described in this ARTICLE IV may be owned by the local municipal authority or by the company providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the CO-OWNERS interest therein, and ASSOCIATION makes no warranty whatever with respect to the nature and extent of such interest.

B. Limited Common Elements.

The limited common elements, which shall be appurtenant to the UNIT to which they are attached or to which they service (or to

which they are deemed by Exhibit "B" to benefit) and shall be limited for the exclusive use to the CO-OWNERS of such UNITS, or their designee, are:

1. Each individual UNIT porch and patio area in the CONDOMINIUM.

2. Each individual air conditioner, compressor, water heater and furnace facility and all windows, doors and door walls (up to the point of connection with the general common elements), related screens and skylights appurtenant to or servicing each UNIT in the CONDOMINIUM.

3. Each patio fence, patio wall and column, and patio column carriage light fixture in the CONDOMINIUM.

4. The interior surfaces or UNIT perimeter walls, ceilings, floors and fireplaces contained within each UNIT.

5. Each individual carport or garage in the CONDOMINIUM appurtenant to the UNIT to which such carport or garage is assigned in the DEED by which said UNIT was originally conveyed from the DEVELOPER.

6. All betterments and improvements made to UNIT basements and patio areas whether constructed by the Developer or CO-OWNER.

C. Upkeep of Common Elements.

The respective responsibilities for the insurance, maintenance, decoration, repair and replacement of the common elements referred to above are as follows:

1. The costs of insurance, maintenance, repair and replacement of each of the limited common elements referred to in the subparagraphs B1 and B2, above, shall be borne by the CO-OWNER of the UNIT to which such limited common elements are appurtenant, except to the extent otherwise covered by insurance maintained by the ASSOCIATION.

2. The costs of decoration and maintenance (but not repair or replacement except in cases of CO-OWNER fault) of all surfaces referred to in subparagraph B4, above, shall be borne by the CO-OWNER of the UNIT to which such limited common elements are appurtenant.

3. The cost of the insurance, maintenance, repair and replacement of each limited common element referred to in paragraph B3 above (excluding porch light bulbs) which were installed by the Developer or the ASSOCIATION, shall be borne by the ASSOCIATION.

4. All summer patio area landscape maintenance and all snow removal from the patio area shall be performed by and at the expense of the CO-OWNER. Provided however, that any patio area consisting primarily of lawn and free of obstructions (e.g. barbecues, lawn furniture, etc.) shall be mowed by the ASSOCIATION.

5. All snow removal from porches shall be borne by the ASSOCIATION.

6. The cost of insurance, maintenance, repair and replacement of the individual carports and garages referred to in paragraph B5 above, shall be borne as follows: (a) the ASSOCIATION shall be responsible for insurance, maintenance, repair and replacement of the exterior structure of the carport or garage, electrical wiring up to the point of connection with any electrical fixture; exterior painting and brick repair except in cases of CO-OWNER fault; and (b) the CO-OWNER of the UNIT to which the carport or garage is assigned or services shall be responsible for the cost of maintenance, repair and replacement of the garage door (excluding, however, painting of such doors which shall be the responsibility of the ASSOCIATION), garage door opener (if any), interior surfaces and garage floors.

7. The cost of insurance, maintenance, repair and replacement of all other general common elements described above shall be borne by the ASSOCIATION, unless the maintenance, repair or replacement is necessitated by CO-OWNER fault, in which case the CO-OWNER at fault shall bear all such costs.

8. The cost of insurance, maintenance, repair and replacement of all other limited common elements described above shall be borne by the CO-OWNER of the UNIT serviced by such limited common element or to which it is appurtenant.

9. The cost of removal and replacement of a betterment or improvement which is necessary to provide access to a general common element shall be borne solely by the CO-OWNER.

10. In the event a CO-OWNER fails to maintain, decorate, repair or replace any items for which he or she is responsible, the ASSOCIATION shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such limited common elements, all at the expense of the CO-OWNER of the UNIT. Failure of the ASSOCIATION to take any such action shall not be deemed a waiver on of the ASSOCIATION right to take any such action at a future time. All costs incurred by the ASSOCIATION in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any CO-OWNER, shall be assessed against the CO-OWNER and shall be due and payable with his or her monthly assessment next falling due.

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 the common elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each UNIT in the CONDOMINIUM is described in this paragraph with reference to the Condominium Subdivision Plan of CROSSWINDS WEST CONDOMINIUM as surveyed by Feldhauser Associates and attached hereto as Exhibit "B". Each UNIT shall include: (1) with respect to each UNIT basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor subfloor; and (2) with respect to the upper floors of UNITS, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit "B" have been physically measured by Feldhauser Associates. In the event that the dimensions on the measured foundation plan of any specific UNIT differ from the dimensions on the typical foundation plan for such UNIT shown in Exhibit "B", then the typical upper floor plans for such UNIT shall be deemed to be automatically changed for such specific UNIT in the same manner and to the same extent as the measured foundation plan.

The percentage of value assigned to each UNIT shall be determinative of: 1) the proportionate share of each respective CO-OWNER in the proceeds and expenses of the administration and the value of such CO-OWNER's vote at meetings of the ASSOCIATION of CO-OWNERS; and, (2) the CO-OWNER's proportionate share of ownership of the CONDOMINIUM PREMISES. The total of the CONDOMINIUM is two-hundred eight (208).

B. Set forth below are:

1. Each UNIT number as it appears on the Condominium Subdivision Plan.

2. The percentage of value assigned to each UNIT is .481 percent. Such percentages of value are based on assigning an equal value to each UNIT (to the extent mathematically possible) inasmuch as all UNITS are designed to be substantially equal in size and construction.

ARTICLE VI

EASEMENTS

A. Reciprocal Change of Boundary Easements. In the event 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 or repair, reciprocal easements shall exist for the maintenance of such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior UNIT walls) contained herein for the continuing maintenance and repair of all utilities and common elements in the CONDOMINIUM. There shall exist easements of support with respect to any UNIT interior wall which supports a common element.

B. Ingress and Egress. INTENTIONALLY DELETED.

C. Other. There shall be for as long as the need exists, such other easements as may be necessary for the continued use and enjoyment of the CONDOMINIUM.

ARTICLE VII

MODEL UNITS

INTENTIONALLY DELETED

ARTICLE VIII

AMENDMENT

The ASSOCIATION may, acting through a majority of its Board of Directors without the consent of any CO-OWNERS or any other person, amend this CONSOLIDATED MASTER DEED, and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any CO-OWNER or mortgage in the CONDOMINIUM, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective CO-OWNERS and to enable the purchase of such mortgage loans by the Federal Home Owner's Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal Government or the State of Michigan.

INTENTIONALLY DELETED

ARTICLE X

RESERVATION FACILITIES AND AMENITIES

INTENTIONALLY DELETED

ARTICLE XI

TERMINATION

CONDOMINIUM shall not be terminated, vacated, or
less One Hundred Percent (100%) of the CO-OWNERS
of all of the mortgages covering the property
agree to such termination, vacation, revocation,
or duly approved and recorded instruments.
Hundred Percent (100%) of the holders of first
mortgages in the CONDOMINIUM have given their
approval, neither the ASSOCIATION nor any CO-OWNER
shall subdivide any UNIT or the common element

CROSSWINDS WEST CONDOMINIUM
ASSOCIATION

EXPANDABLE CONDOMINIUM

ARTICLE X

~~INTENTIONALLY DELETED~~

TERMINATION

Witnesses:

By: _____

Its: _____

STATE OF MICHIGAN)

COUNTY OF)

On this _____ day of September, 1993, before me appeared _____, to me known to be the person described in and

who executed the foregoing instrument for and as
_____ of Crosswinds West Condominium Association,
and acknowledged to me that he/she executed the same for the
purposes and consideration therein expressed, as the act and deed
of said corporation and in the capacity therein stated.

Notary Public

County, Michigan

My commission expires:

Courtesy of The DiMora Team

EXHIBIT "A"

BYLAWS
OF
CROSSWINDS WEST CONDOMINIUM

ARTICLE I.

BYLAWS

These Bylaws shall constitute the Condominium Bylaws referred to in the CONSOLIDATED MASTER DEED and required by the Michigan Condominium Act, being Section 559.1001 et. seq. of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended.

ARTICLE II

ASSOCIATION OF CO-OWNERS

Section 1. CROSSWINDS WEST CONDOMINIUM located in the City of Novi, County of Oakland, State of Michigan, which shall be managed and its affairs administered by the CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a nonprofit corporation, hereinafter called the "ASSOCIATION", organized under the laws of the State of Michigan.

Section 2. The ASSOCIATION has been organized to manage, maintained operate the CONDOMINIUM in accordance with the CONSOLIDATED MASTER DEED, as amended, these Bylaws, the Articles of Incorporation and Bylaws of the ASSOCIATION which may provide for independent management of the CONDOMINIUM.

Section 3. Membership in the ASSOCIATION and voting by members of the ASSOCIATION shall be in accordance with the following provisions:

A. Each CO-OWNER shall be a member of the ASSOCIATION and no other person or entity shall be entitled to membership.

B. The share of a CO-OWNER in the funds and assets of the ASSOCIATION cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her UNIT in the CONDOMINIUM.

C. Except as limited in the Bylaws, each CO-OWNER shall be entitled to one (1) vote the value of which shall equal the total of the percentages allocated to the UNIT owned by such CO-

OWNER as set forth in ARTICLE V of the CONSOLIDATED MASTER DEED. Nothing shall be by value except in those instances where voting is required to be in value and in number.

D. No CO-OWNER shall be entitled to vote at any meeting of the ASSOCIATION until he or she has presented evidence of ownership of a UNIT in the CONDOMINIUM PROJECT to the ASSOCIATION. The vote of each CO-OWNER may only be cast by the individual representative designated or by proxy given by such individual representative.

E. 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 UNIT or UNITS owned by the CO-OWNER, and the name and address of each person, firm, corporation, partnership, ASSOCIATION, trust or other legal entity who is the CO-OWNER. Such notice shall be signed and dated by the CO-OWNER. The individual representative designated may be changed by the CO-OWNER at any time by filing a new notice in the manner herein provided.

F. There shall be an annual meeting of the members of the ASSOCIATION. Special meetings of the members of the ASSOCIATION shall be called as provided in ARTICLE II, Section 3 of the ASSOCIATION Bylaws.

G. Except where these Bylaws require a greater number, the presence in person or by written consent of thirty-three and one-third (33 1/3%) percent in number and in value of the CO-OWNERS qualified to vote shall constitute a quorum for holding a meeting of the members of the ASSOCIATION.

H. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the ASSOCIATION before the appointed time of each meeting of the members of the ASSOCIATION.

I. A majority shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy at a given meeting of the members of the ASSOCIATION, or, when required, more than seventy-five (75%) percent of all CO-OWNERS in number and in value and present in person or by proxy, or written consent if applicable, at a given meeting of the members of the ASSOCIATION. Except when expressly stated to the contrary in these Bylaws, or elsewhere in the CONDOMINIUM DOCUMENTS, whenever there shall be a reference to a necessary percentage of CO-OWNERS, such percentage shall be based on the number of CO-OWNERS qualified to vote and present in person or by proxy, or written consent, if applicable, at the meeting of the members of the ASSOCIATION at which such question arises.

Section 4. The ASSOCIATION shall keep detailed books and records showing all expenditures and receipts affecting the CONDOMINIUM and its administration, and which shall specify the operating and reserve expenses of the CONDOMINIUM. Such accounts shall be summarized in a financial statement which shall be prepared and distributed to each CO-OWNER by the ASSOCIATION at least once each year, the contents of which shall be defined by the ASSOCIATION. The cost of maintaining such books and records and of preparing and distributing the financial statement shall be a cost of administration.

Section 5. The ASSOCIATION shall keep current copies of the CONSOLIDATED MASTER DEED, all amendments to the CONSOLIDATED MASTER DEED, and other documents for the CONDOMINIUM available at reasonable hours for inspection and review by CO-OWNERS, prospective purchasers and prospective mortgagees of the UNITS at the offices of the CONDOMINIUM's designated property manager.

Section 6. Each member of the Board of Directors must be a member of the ASSOCIATION.

Section 7. INTENTIONALLY DELETED.

Section 8. INTENTIONALLY DELETED.

ARTICLE III

ASSESSMENTS

Section 1. 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 2. All costs incurred by the ASSOCIATION in satisfaction of any liability arising within, caused by, or in connection with, the common elements or the administration of the CONDOMINIUM shall be expenses of administration and all sums received by the ASSOCIATION, including proceeds of, or pursuant to, any policy of insurance carried by the ASSOCIATION securing the interests of the CO-OWNERS against liabilities or losses arising within, caused by, or connected with, the common elements or the administration shall be receipts of administration.

Section 3. An annual budget shall be established as follows:

A. 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, including a reasonable allowance for contingencies and reserves, as provided in subsection (B) of this Section. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each CO-OWNER and the general assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each CO-OWNER shall not affect the liability of any CO-OWNER for any existing or future assessments. Should the Board of Directors, at any time, determined, in its sole discretion, 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 for the insurance, maintenance, repair or replacement of existing common elements, (3) to provide additions to the common elements not exceeding a total cost of Fifteen Thousand and 00/100 (\$15,000.00) Dollars annually, or (4) to provide for emergencies; said Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. Unless otherwise directed by the Board of Directors, all assessments levied in accordance with this Section 3(A) shall be payable by CO-OWNERS in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a UNIT by any means.

B. The ASSOCIATION shall maintain a reserve fund, which at a minimum, shall be equal to ten (10%) percent of the ASSOCIATION's current annual budget on a non-cumulative basis. The funds contained in such reserve fund shall only be used for major repairs and replacement of the common elements. The minimum standard required by this Section may prove to be inadequate for a particular project. The ASSOCIATION should carefully analyze their CONDOMINIUM to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

C. Special assessments, in addition to those provided for in Section 3(A) above, may be levied by the Board of Directors from time to time, following approval by the CO-OWNERS as hereinafter provided, to met other needs, requirements or desires of the ASSOCIATION, including, but not limited to, (1) assessments for capital improvements for additions to the common elements at a cost exceeding Fifteen Thousand and 00/100 (\$15,000.00) dollars per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 3(C) (but not including those assessments referred to in Section 3(A) above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of more than sixty-six and two-thirds (66 2/3%) percent of all CO-OWNERS in value and

in number, which approval may be obtained or granted by written consent or by a vote of the CO-OWNERS taken at a meeting of the CO-OWNERS called in accordance with the provisions of these Bylaws and/or of the ASSOCIATION Bylaws.

Section 4. 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 V of the CONSOLIDATED MASTER DEED without increase or decrease of the existence of any rights to the use of limited common elements appurtenant to a unit. Assessments shall be due and payable at such times as the ASSOCIATION shall determine, commencing with acceptance of a deed or a land contract vendees interest to a unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the ASSOCIATION in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten (10%) percent per annum until paid in full. Each CO-OWNER (whether one or more persons shall be personally liable for the payment of all assessments pertinent to his or her unit. All payments shall be applied first against interest due on delinquent assessments and thereafter, against assessments in order of greatest delinquency.

Section 5. No-CO-OWNER may exempt himself or herself from liability for his or her 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 or her UNIT.

Section 6. The ASSOCIATION may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the UNIT from the CO-OWNER thereof or any person claiming under him or her. The expenses incurred in collecting unpaid assessments including interest, costs and actual attorneys 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. The ASSOCIATION may also discontinue the furnishing of any services to a CO-OWNER in default upon seven (7) days written notice to such CO-OWNER of its intent to do so. Upon default herein, a CO-OWNER shall not be entitled to vote at any meeting of the ASSOCIATION so long as such default continues.

Section 7. INTENTIONALLY DELETED.

Section 8. INTENTIONALLY DELETED.

ARTICLE IV

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the CONDOMINIUM DOCUMENTS, contract of the ASSOCIATION, Bylaws or the management agreement, if any, or any disputes, claims or grievances arising among or between CO-OWNERS or between CO-OWNERS and the ASSOCIATION shall, upon the election and written consent of the parties 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. The Commercial Arbitration Rules of the American Arbitration ASSOCIATION in effect, and as amended from time to time, shall be applicable to any such arbitration to the extent consistent with the laws of the State of Michigan and the award of the arbitrators shall be final and binding upon the parties. Provided that, notwithstanding any other provision of these Bylaws, all such disputes shall be decided pursuant to the Michigan Arbitration Act (being C.L. 48, Section 600.5001 et. seq. as amended) to-wit: that a judgment of any Circuit Court may be rendered upon the decision of the arbitrators.

Section 2. No CO-OWNERS of the ASSOCIATION shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election by CO-OWNERS of 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 V

INSURANCE

Section 1. The ASSOCIATION shall take out, carry and maintain at all times in full force and effect, an all risk policy which shall include fire and extended coverage, vandalism and malicious mischief and liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the premises of the CONDOMINIUM, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

A. All such insurance shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION and the CO-OWNERS and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee

endorsements to the mortgagees of CO-OWNERS. CO-OWNERS may obtain insurance coverage at their own expense upon their units, limited common elements, appurtenances thereto and personal property or for their personal liability for occurrences within his or her UNIT or upon limited common elements appurtenant thereto and the ASSOCIATION shall have absolutely no responsibility for obtaining such coverage. The ASSOCIATION and each CO-OWNER does hereby agree to release the other for any destruction to the premises of the CONDOMINIUM caused by any act or omission on the part of the ASSOCIATION or any co-owner or their respective agents, servants or employees to the extent said hazard is covered by insurance. Any such release and waiver shall only be valid and binding if it is recognized under the insurance policies required to be carried hereunder.

B. All buildings, improvements, personal property and other common elements of the CONDOMINIUM shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount at least equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the ASSOCIATION; but in no event shall such coverage be in an amount less than Two Million and 00/100 (\$2,000,000.00) Dollars. Such coverage shall also include interior walls within any UNIT and the pipes, wires, conduits and ducts contained therein and shall further include all trim within a UNIT which was furnished with the UNIT as standard items in accord with the plans and specifications thereof as are on file with the ASSOCIATION (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a CO-OWNER within his or her UNIT shall be covered by insurance obtained by and at the expense of said CO-OWNER; provided that, if the ASSOCIATION elects to include such improvements under its insurance coverage, any additional premium cost to the ASSOCIATION attributable thereto shall be assessed to and borne solely by said CO-OWNER and collected as a part of the assessments against said CO-OWNER under Article II hereof. The ASSOCIATION shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. The liability insurance carried by the ASSOCIATION shall, where appropriate, contain cross-liability-endorsements to cover liability of the CO-OWNERS as a group to another CO-OWNER.

C. All premiums upon insurance purchased by the ASSOCIATION pursuant to these Bylaws shall be expenses of administration.

D. Proceeds of all insurance policies owned by the ASSOCIATION shall be received by the ASSOCIATION, held in a separate account and distributed to the ASSOCIATION and the CO-OWNERS and their mortgagees, as their interests may appear,

provided, however, whenever repair or reconstruction of the CONDOMINIUM shall be required as provided in ARTICLE VI of these Bylaws, the proceeds of any insurance received by the ASSOCIATION as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

E. The ASSOCIATION shall renew or make a commitment to renew the insurance coverage provided for herein within period not less than forty-five (45) days prior to the expiration of each insurance policy.

Section 2. The ASSOCIATION shall take out and carry and maintain at all times in full force and effect, an "officers and directors" insurance policy covering the ASSOCIATION for any and all liability which it may incur under ARTICLE VII, Section 1 of the CROSSWINDS WEST CONDOMINIUM ASSOCIATION Bylaws, or otherwise, by reason of any acts or omissions of the officers or directors of the ASSOCIATION. Such coverage shall be in such amount as the ASSOCIATION's Board of Directors shall determine from time to time to be necessary and adequate.

ARTICLE VI

RECONSTRUCTION, REPAIR AND MAINTENANCE

Section 1. If any part of the CONDOMINIUM property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

A. If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the CONDOMINIUM is tenantable, unless it is determined that the CONDOMINIUM shall be terminated.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the CONSOLIDATED MASTER DEED and the plans and specifications of the CONDOMINIUM PROJECT.

Section 3. If the damage is only to a part of an UNIT which is the responsibility of a CO-OWNER to maintain and repair, it shall be the responsibility of the CO-OWNER to repair such damage in accordance with Section 4 hereof. In all other cases the responsibility for reconstruction and repair shall be that of the ASSOCIATION.

Section 4. Each CO-OWNER shall be responsible for the reconstruction, repair and maintenance of the interior of his or her UNIT including all window and door glass (including doorwall

glass). Each CO-OWNER shall also be responsible for the costs of any reconstruction, repair or maintenance to any other portion of the CONDOMINIUM necessitated by his or her negligence or misuse or the negligence or any misuse by his or her family, guests, agents, servants, employees or contractors to the extent that the cost of such reconstruction, repair or maintenance is not covered by insurance maintained by the ASSOCIATION. In the event damage to a CO-OWNER's unit is covered by insurance held by the ASSOCIATION for the benefit of the CO-OWNER, the CO-OWNER shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the ASSOCIATION. The ASSOCIATION shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a unit caused by damage to such common elements or the reconstruction, repair or maintenance thereof. The ASSOCIATION shall not however, be responsible for any damage caused by the elements, including water damage to the contents of any UNIT including wall coverings unless and only to the extent that such damage shall be covered under a policy of insurance then in effect and maintained by the ASSOCIATION.

Section 5. Immediately after a casualty causing damage to property for which the ASSOCIATION has the responsibility of maintenance, repair and reconstruction, the ASSOCIATION shall obtain reliable and detailed estimates of the costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the ASSOCIATION, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the CO-OWNERS who own or who are responsible for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated costs of repair.

Section 7. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a CO-OWNER shall be paid to the CO-OWNER, or if there is a mortgage endorsement, then to the CO-OWNER and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these Bylaws.

Section 8.

A. If any of the common elements is taken by eminent domain, the award therefor shall be allocated to the CO-OWNERS in proportion to their respective undivided interests in the common elements. The ASSOCIATION of CO-OWNERS, acting through its Board of Directors, may negotiate on behalf of all CO-OWNERS for any

taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of CO-OWNERS based upon assigned voting rights shall be binding on all CO-OWNERS.

B. If a UNIT is taken by eminent domain, the undivided interest in the common elements appertaining to the UNIT shall thenceforth appertain to the remaining UNITS, being allocated to them in proportion to their respective undivided interests in the common elements. The Court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the CO-OWNER of the UNIT taken for his or her undivided interest in the common elements as well as of the UNIT.

C. If portions of a UNIT are taken by eminent domain, the Court shall determine the fair market value of the portions of the UNIT not taken, the undivided interest for each UNIT in the common elements appertaining to the UNITS shall be reduced in proportion to the diminution in the fair market value of the UNIT resulting from the taking. The portions of undivided interest in the common elements thereby divested from the CO-OWNERS of a UNIT shall be reallocated among the other UNITS in the CONDOMINIUM PROJECT in proportion to their respective undivided interests in the common elements. A UNIT partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the Court under this subsection. The Court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the CO-OWNER of the UNIT partially taken for that portion of the undivided interest in the common elements divested from the CO-OWNER and not revested in the CO-OWNER pursuant to subsection (D) as well as for the portion of the UNIT taken by eminent domain.

D. If the taking of a portion of a UNIT makes it impractical to use the remaining portion of that UNIT for a lawful purpose permitted by the CONDOMINIUM DOCUMENTS, then the entire undivided interest in the common elements appertaining to that UNIT shall thenceforth appertain to the remaining UNITS, being allocated to them in proportion of their respective undivided interests in the common elements. The remaining portion of that UNIT shall thenceforth be a common element. The Court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the CO-OWNER of the UNIT for the CO-OWNER's entire undivided interest in the common elements and for the entire UNIT.

E. Votes in the ASSOCIATION of CO-OWNERS and liability for future expenses of administration appertaining to a UNIT taken or partially taken by eminent domain shall thenceforth appertain to the remaining UNITS, being allocated to them in proportion to the relative voting strength in the ASSOCIATION of CO-OWNERS was

reduced in proportion to the reduction in the undivided interests in the common elements.

ARTICLE VII

RESTRICTIONS

Section 1. No UNIT in the CONDOMINIUM shall be used for other than residential purposes, and the common elements shall be used only for purposes consistent with residential use, and at all times shall be occupied in compliance with any and all applicable existing municipal occupancy and health codes and/or regulations.

Section 2. A CO-OWNER may rent any number of units at any time, without limitation as to the term of occupancy.

A. A CO-OWNER desiring to rent or lease a CONDOMINIUM unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the ASSOCIATION at least ten (10) days before presenting a lease form to a potential lessee, and at the same time, shall supply the Board of Directors with a copy of the exact lease form for its review for its compliance with the CONDOMINIUM documents.

B. Tenants or non co-owner occupants ("Tenants") shall comply with all of the conditions of the CONDOMINIUM DOCUMENTS and all leases and rental agreements shall require such compliance.

C. If the ASSOCIATION of CO-OWNERS determines that the Tenant failed to comply with the conditions of the CONDOMINIUM DOCUMENTS, the ASSOCIATION of CO-OWNERS shall take the following action:

(1) The ASSOCIATION of CO-OWNERS shall notify the CO-OWNER by certified mail, advising of the alleged violation by the tenant. The CO-OWNER shall have fifteen (15) days after receipt of the notice to correct the alleged breach by the tenant or advise the ASSOCIATION of CO-OWNERS that a violation has not occurred.

(2) If after fifteen (15) days the ASSOCIATION of CO-OWNERS believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf, an action of both eviction against the tenant or non co-owner occupant and, simultaneously, for money damages against the CO-OWNER and tenant or non co-owner occupant for breach of the conditions of the CONDOMINIUM DOCUMENTS. The relief provided for in this section may be by summary proceeding. The ASSOCIATION of CO-OWNERS may hold both the Tenant and the CO-OWNER liable for any damage to the general

common elements caused by the CO-OWNER or Tenant in connection with the UNIT or CONDOMINIUM PROJECT.

D. When a CO-OWNER is in arrearage to the ASSOCIATION of CO-OWNERS for assessments, the ASSOCIATION of CO-OWNERS may give written notice of the arrearage to a tenant occupying a CO-OWNER's CONDOMINIUM UNIT under a lease or rental agreement, and the Tenant, after receiving the notice, shall deduct from rental payments due the CO-OWNER the arrearage and future assessments as they fall due and pay them to the ASSOCIATION of CO-OWNERS. The deduction shall not constitute a breach of the rental agreement or lease by the Tenant.

Section 3. No CO-OWNER shall make alterations in exterior appearance or make structural modifications to his or her UNIT or to any of the common elements, limited or general, including, but not limited to, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any CO-OWNER damage or make modifications or attachments to common element walls between units without the written approval of the ASSOCIATION. The ASSOCIATION shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the CONDOMINIUM.

Section 4. CO-OWNERS desiring to erect a patio deck within, or to enclose the patio area, referred to in subparagraph (B)(1) of ARTICLE IV of the CONDOMINIUM Bylaws, by erecting a fence perpendicular to the exterior patio wall of such UNIT, may do so only in accordance with the following standards:

(a) Any such patio deck or fence must be erected at the expense of the CO-OWNER, and shall be maintained by and at the expense of the CO-OWNER. In the event the CO-OWNER shall at any time fail to satisfactorily maintain such patio deck or fence in accordance with the standards of the Board of Directors of the ASSOCIATION, the ASSOCIATION may undertake any need and repair or maintenance work and may enforce payment of all expenses related thereto by levying a special assessment against such CO-OWNER pursuant to the provisions of the CONDOMINIUM Bylaws.

(b) The height, length, material and finish of patio decks and fences must be in accordance with standards adopted by the ASSOCIATION Board of Directors.

(c) The patio area enclosed by the fence shall be maintained by and at the expense of the CO-OWNER.

(d) Any deck built within the patio area must be no higher than 18 inches above the finished grade of the patio area.

(e) Construction of any fence must be approved in writing by the Board of Directors of the ASSOCIATION in advance.

(f) Any deviations from the above standards must be approved in writing by the Board of Directors of the ASSOCIATION in advance.

Section 5. No improper, unlawful or offensive activity shall be carried on in any UNIT or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the CO-OWNERS of the CONDOMINIUM. No CO-OWNER shall do or permit anything to be done or keep or permit to be kept in his or her UNIT or on the common elements anything that will increase the rate of insurance on the CONDOMINIUM.

Section 6. Domesticated animals may be kept and maintained as pets by CO-OWNERS, provided however, that no person shall be allowed to keep or maintain more than one (1) animal unless specifically approved in writing by the Board of Directors of the ASSOCIATION. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept and any CO-OWNER who causes any animal to be brought or kept upon the premises of the CONDOMINIUM shall indemnify and hold harmless the ASSOCIATION for any loss, damage or liability which the ASSOCIATION may sustain as the result of the presence of such animal on the premises, whether or not the ASSOCIATION has given its permission therefor. Each CO-OWNER is responsible for the immediate removal and proper disposal of all fecal matter deposited by his or her pet(s). The ASSOCIATION may charge all CO-OWNERS maintaining animals a reasonable additional assessment to be collected in the manner provided in ARTICLE II of these Bylaws in the event that the ASSOCIATION determines such assessments necessary to defray the maintenance cost to the ASSOCIATION of accommodating animals within the CONDOMINIUM. The ASSOCIATION may, without liability to the owner thereof, remove or cause to be removed any animal from the CONDOMINIUM which it determines to be in violation of the restrictions imposed by this Section.

Section 7. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the ASSOCIATION. Trash receptacles shall be maintained in areas designated therefor and CO-OWNERS shall not be permitted to maintain or store trash or refuse on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of same on the designated trash or refuse pick-up day. The common elements shall not be used

in any way for the drying, shaking or airing of clothing or other fabrics. All curtains and drapes visible from the exterior of any UNIT shall be made or lined with material which is white or off-white in color. No activity shall be carried on nor condition maintained by CO-OWNER either in his or her UNIT of upon the common elements which spoils the appearance of the CONDOMINIUM.

Section 8. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches and stairs shall not be obstructed in any way nor shall same be used for purposes other than for those purposes for which they were reasonably intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of the swimming pool and tennis court facilities may be limited to such times and in such a manner as the ASSOCIATION Board of Directors shall determine appropriate.

Section 9. No house trailers, commercial vehicles, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, boats or boat trailers may be parked or stored upon the premises of the CONDOMINIUM, without the prior written consent of the ASSOCIATION. Provided however, vehicles may be stored within an enclosed garage (but not an open carport) out of view from the common elements. Commercial vehicles and trucks shall not be parked in or about the CONDOMINIUM (except as provided herein) unless while making deliveries or pickups in the normal course of business. Guest parking shall be allowed in the areas designated therefor. Any abandoned or unlicensed vehicles may be removed from the CONDOMINIUM premises by the ASSOCIATION and the owner thereof shall be liable for all costs and expenses incurred by the ASSOCIATION in connection with such removal.

Section 10. No CO-OWNER shall use, 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 or other similar dangerous weapons, projectiles or devices anywhere on or about the CONDOMINIUM, nor shall any CO-OWNER use or permit to be brought into a UNIT any flammable oils or fluids such as gasoline, kerosene, napha, benzene, or other explosive or articles deemed unreasonably hazardous to life, limb or property, without in each case obtaining written consent of the ASSOCIATION.

Section 11. No CO-OWNER shall plant any flowers or place any ornamental materials (including landscape lighting) upon the common elements without the approval of the ASSOCIATION which approval shall not be unreasonably withheld.

Section 12. Use of motorized vehicles anywhere on the CONDOMINIUM premises other than licensed motorized vehicles for personal transportation, authorized maintenance vehicle commercial vehicles as provided in Section 9 of this ARTICLE VII absolutely prohibited.

may be revoked at any time by seventy-five (75%) percent of all CO-OWNERS in number and in value.

Section 17. The ASSOCIATION or its duly authorized agents shall have access to each UNIT from time to time, during reasonable working hours, upon notice to the CO-OWNER thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The ASSOCIATION or its agents shall also have access to each UNIT at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another UNIT. It shall be the responsibility of each CO-OWNER to provide the ASSOCIATION means of access to his or her UNIT during all periods of absence and in the event of the failure of such CO-OWNER to provide means of access, the ASSOCIATION may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such CO-OWNER for any damage to his or her UNIT caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 18. No CO-OWNER may dispose of a UNIT, or any interest therein, by sale or lease without complying with the following terms and conditions:

A. A CO-OWNER intending to make a sale or lease of an UNIT, or any interest therein, shall give written notice of such intention delivered to the ASSOCIATION at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the ASSOCIATION may reasonably require. Prior to the sale or leasing of an UNIT the selling or leasing CO-OWNER shall provide a complete copy of all CONDOMINIUM DOCUMENTS and all amendments thereof to the proposed buyer or tenant. In the event a CO-OWNER shall fail to notify the ASSOCIATION of the proposed sale or lease or in the event a CO-OWNER shall fail to provide the prospective buyer or tenant with a copy of all CONDOMINIUM DOCUMENTS as herein provided, such CO-OWNER shall be liable for all costs and expenses including attorney fees, that may be incurred by the ASSOCIATION as result thereof or by reason of any non-compliance by such buyer or tenant with the terms, provisions and restrictions set forth within such CONDOMINIUM DOCUMENTS.

B. The Holder of a mortgage shall not be subject to this Section 18 in the sale or lease of any UNIT which comes into possession of a UNIT pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure.

Section 19. The ownership of an UNIT acquired by gift, devise or inheritance shall be subject to the provisions of the CONSOLIDATED MASTER DEED and these Bylaws.

Section 13. Each CO-OWNER shall maintain his or her UNIT and any limited common elements appurtenant thereto in a safe, clean and sanitary condition. Each CO-OWNER shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and each CO-OWNER shall be responsible for damages or costs to the ASSOCIATION not otherwise covered by insurance resulting from his or her negligent damage to or misuse of any of the common elements. Any such costs or damages to the ASSOCIATION may be assessed to and collected from the CO-OWNER in the manner provided in ARTICLE II hereof.

Section 14. No buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations, nor shall any shrubs, trees or other landscaping modifications be made until plans and specifications, acceptable to the ASSOCIATION showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the ASSOCIATION, and a copy of said plans and specifications, as finally approved by the Board of Directors, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for esthetics or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the CONDOMINIUM as a whole.

Section 15. No signs or other advertising devices shall be displayed which are visible from the exterior of a UNIT or on the common elements, including "For Sale", "For Lease" or "Open" signs. In the event of any violation of this restriction, the CO-OWNER placing any such prohibited signs or other advertising device shall be liable for liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for each and every day such sign or advertising device is displayed. Such damages shall be immediately payable to the ASSOCIATION.

Section 16. Reasonable regulations consistent with the ACT, the CONSOLIDATED MASTER DEED and these Bylaws, concerning the use or maintenance of the common elements may be made and amended from time to time by any Board of Directors of the ASSOCIATION. All copies of such regulations and amendments thereto shall be furnished to all CO-OWNERS and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each CO-OWNER. Any such regulations or amendment

posting of signs pertaining to the sale or rental of the UNIT, as set forth in Section 15 of ARTICLE VII.

Section 5. Any holder of the mortgage which comes into possession of the UNIT pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged UNIT which accrue prior to the time such holder comes into possession of the UNIT (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all UNITS including the mortgaged UNIT).

Section 6. Unless all holders of first mortgage liens on individual UNITS have given their prior written approval, the ASSOCIATION of the CONDOMINIUM shall not:

(a) change the pro rata interest or obligations of any UNIT for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the CONDOMINIUM PROJECT;

(b) partition or subdivide any UNIT or the common elements of the CONDOMINIUM PROJECT; nor,

(c) by act or omission seek to abandon the CONDOMINIUM status of the CONDOMINIUM PROJECT except as provided by statute in case of substantial loss to the UNITS and common elements of the CONDOMINIUM PROJECT.

ARTICLE IX

AMENDMENTS

Section 1. 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 pursuant to a request by one-third (1/3) or more in number of the members of the ASSOCIATION whether meeting as members or by instrument in writing signed by them.

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

Section 3. These Bylaws may be amended for a proper purpose by the ASSOCIATION at any regular Annual Meeting, or at a Special Meeting called for such purpose, by a majority of the votes of the CO-OWNERS, provided, the Board of Directors of the ASSOCIATION determines that the amendment or amendments do not materially alter or change the rights of CO-OWNERS, mortgagees, or other interest-

Section 20. If a CO-OWNER violates the restrictions as outlined in the CONDOMINIUM DOCUMENTS the ASSOCIATION may enforce the provisions of the CONSOLIDATED MASTER DEED and these Bylaws through judicial action or as otherwise determined by the ASSOCIATION'S Board of Directors.

Section 21. INTENTIONALLY DELETED.

Section 22. INTENTIONALLY DELETED.

Section 23. The CONDOMINIUM shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the CO-OWNERS and all persons interested in the CONDOMINIUM.

Section 24. INTENTIONALLY DELETED.

ARTICLE VIII

MORTGAGES

Section 1. No CO-OWNER may mortgage his or her UNIT or any interest therein without the approval of the ASSOCIATION except to an institutional lender, including, without limitation, a bank, mortgage banker, pension fund, life insurance company, a State or Federal Savings & Loan Association, or a chartered State or Federal Credit Union. The approval of any other mortgagee may be granted upon conditions determined by the ASSOCIATION, or may be arbitrarily withheld. This provision shall not be construed so as to prevent a CO-OWNER from accepting a purchase money mortgage from a purchaser.

Section 2. Any CO-OWNER who mortgages his or her UNIT shall notify the ASSOCIATION through the management agent, if any, of the name and address of the mortgagee, and the ASSOCIATION shall maintain such information in a book entitled "Mortgages of 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.

Section 3. The ASSOCIATION shall notify each mortgagee appearing in said book of the name of each company insuring the CONDOMINIUM against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 4. Any holder of a mortgage which comes into possession of the UNIT pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any restriction on the sale or rental of the mortgaged UNIT, other than those restrictions on the

A. Except as otherwise provided for in Article III herein, failure to comply with any of the terms or provisions of the CONSOLIDATED MASTER DEED or these Bylaws, or any regulatory agreement of the ASSOCIATION which is not cured within fifteen (15) days of written notice thereof, shall constitute a default ("Default") and 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 for default in payment of assessment) or any combination thereof, in which relief may be sought subjects to the provisions of ARTICLE IV hereof by the ASSOCIATION, or, if appropriate by an aggrieved CO-OWNER or CO-OWNERS.

B. 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 actual attorney 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 fees.

C. The violation of any of the provisions of the CONSOLIDATED MASTER DEED or these Bylaws or any regulatory agreement of the ASSOCIATION shall also give the ASSOCIATION or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any UNIT, where reasonably necessary, and summarily remove and abate, at the expense of the CO-OWNER in violation, any structure, thing or condition existing or maintained contrary to the provisions of the said documents.

D. The failure of the ASSOCIATION or of any CO-OWNER to enforce any right, provision, requirement, covenant or condition which may be granted or imposed by the said CONDOMINIUM DOCUMENTS shall not constitute a waiver of the right of the ASSOCIATION or of any such CO-OWNER to enforce such right, provision, requirement, covenant or condition in the future.

E. All rights, the 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.

parties. In the event that the Board of Directors of the ASSOCIATION determines that the proposed amendment or amendments would materially alter or change the rights of CO-OWNERS, mortgagees, or other interested parties, such amendment or amendments must be approved by two-thirds (2/3) of the votes of the CO-OWNERS. In no event shall a CO-OWNER's UNIT dimensions or appurtenant limited common elements be modified without his or her consent.

Section 4. INTENTIONALLY DELETED.

Section 5. A copy of each amendment to the Bylaws shall be furnished to all CO-OWNERS after adoption.

ARTICLE X

COMPLIANCE

Section 1. The ASSOCIATION of CO-OWNERS and all present or future CO-OWNERS, tenants, future tenants, or any other persons using the facilities of the CONDOMINIUM PROJECT in any manner are subject to and shall comply with the ACT, as amended and the CONDOMINIUM documents, and the mere acquisition, occupancy or rental of UNITS in the CONDOMINIUM shall signify that the CONDOMINIUM documents are accepted and ratified. In the event the CONDOMINIUM documents conflict with the provisions of the statute, the statute shall govern.

ARTICLE XI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the CONSOLIDATED MASTER DEED to which these Bylaws are attached as an Exhibit.

ARTICLE XII

REMEDIES FOR DEFAULT

Any default by a CO-OWNER shall entitle the ASSOCIATION or another CO-OWNER or CO-OWNERS to the following relief:

ARTICLE XIII

SEVERABILITY

In the event that any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not effect, 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.

Courtesy of The DiMora Team

EXHIBIT "B"

SUBDIVISION PLAN

Courtesy of The DiMora Team

THE CROSSWINDS WEST ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of CROSSWINDS WEST CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM BYLAWS") as attached to the Master Deed and recorded in Liber 8620, Pages 376 through 433, Oakland County Records, as may be amended, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this ASSOCIATION.

ARTICLE II

MEETINGS

Section 12. 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. Voting shall be as provided in the CONDOMINIUM BYLAWS. Meetings of the ASSOCIATION shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other general recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the CONDOMINIUM BYLAWS, the CONSOLIDATED MASTER DEED, or the laws of the State of Michigan.

Section 2. The Annual Meetings of CO-OWNERS of the ASSOCIATION shall be held during the third week of September each succeeding year at such time and place as shall be determined by the Board of Directors. At such meeting there shall be elected by ballot of the CO-OWNERS a Board of Directors in accordance with the requirements of ARTICLE III of these Bylaws. The CO-OWNERS may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. 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-half (1/2) 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.

made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the association, by reason of the fact that he or she is or was a director, officer, employee or agent of the ASSOCIATION, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement accurately and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the ASSOCIATION or its CO-OWNERS, and the person submits a written claim for indemnification as hereinafter provided, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful, and the person submits a written claim for indemnification as hereinafter provided. The termination of an action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION or its CO-OWNERS, and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The right to indemnification conferred in this Section shall be a contract right. The ASSOCIATION may, by action of the Board of Directors, or by action of any person to whom the Board of Directors has delegated such authority, provide indemnification to employees and agents of the ASSOCIATION with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Derivative Shareholder Liability. The ASSOCIATION shall indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the ASSOCIATION to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the ASSOCIATION, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the ASSOCIATION or its CO-OWNERS, and the person submits a written claim of indemnification as hereinafter provided. However, indemnification shall not be made for a particular claim, issue, or matter in which the person has been found liable to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought (or another court of competent jurisdiction) has determined upon application that, despite the adjudication of liability but in view of all the relevant circumstances, the person is fairly and reasonably entitled to indemnification for the reasonable expenses he or she incurred. The right to indemnification conferred in this