
PURCHASER INFORMATION BOOKLET
FOR
MAYBURY PARK ESTATES

A Condominium Project

in

Novi, Michigan

DEVELOPER

MAYBURY PARK, L.L.C. ,
a Michigan limited liability company
1330 Goldsmith
Plymouth, Michigan 48170

**Condominium Documents, Bylaws
and Breault Purchase Agreement**

**Lot 69 Maybury Park Estates
21291 Equestrian Trail**



4902 Dewitt Suite 103, Canton, MI 48188 Ph. (734) 397-5100 Fax (734) 397-5101
www.michbuilder.com

9 Day Rescission Period Release

In accordance to paragraph 4 of the purchase agreement between _____ and Breault Homes, Inc. dated _____, it is understood that we have reviewed the condominium documents and are satisfied with the rules and regulations. If the signing of this document is done before the 9-day period, we waive our right to withdrawal, without penalty, by law. Otherwise, this document is being signed after the 9-day rescission period as stated in the purchase agreement.

Purchaser

Date _____

Purchaser

Date _____

Builder Representative

Date _____

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*Except for the Escrow Agreements, the Building Contract and related forms have been prepared by Multi Building Company personnel, subject to this firm's review. Copies of signed Escrow Agreements are attached at Tab 3 for both Multi Building Co and Babcock. The remaining documents under Tab 3 include the form of Building Contract for Multi Building Co and related addenda and Limited Warranty. Multi Building Company personnel also prepared the Tax Information Letter and forms of Receipt, subject to this firm's review.

a building site for the construction of a single-family dwelling to be used for residential purposes only. Each Unit is capable of individual use, having its own entrance from and exit to a public street that is to be dedicated to the City of Novi. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in Maybury Park Estates Association as set forth herein and in the Condominium By-Laws, Corporate By-Laws and Articles of Incorporation of such Association.

ARTICLE II **LEGAL DESCRIPTION**

The land included in the Condominium is located in the City of Novi, Oakland County, Michigan and is legally described as follows:

Part of the Southeast 1/4 and Southwest 1/4 of Section 32, Town1 North, Range 8 East, City of Novi, Oakland County Michigan.

Commencing at the South 1/4 corner of Section 32, Town 1 North, Range 8 East, City of Novi, Oakland County Michigan; thence, along the North - South 1/4 line of said Section 32, North 00°29'55" West, 60.00 feet to the Point of Beginning; thence along the Northerly right-of-way line of Eight Mile Road, South 89°55'30" West, 225.49 feet; thence North 00°23'47" West, 180.04 feet; thence North 04°00'15" West, 125.29 feet; thence North 00°04'30" West, 114.55 feet; thence North 28°59'58" East, 340.73 feet; thence North 00°23'47" West, 313.66 feet; thence North 28°46'29" East, 56.68 feet; thence North 22°48'34" West, 155.33 feet; thence along a non-tangent curve to the right having a radius of 200.00 feet, a central angle of 14°37'00" (the chord of said curve bears North 82°33'14" East, 50.88 feet) 51.02 feet; thence North 89°51'45" East, 117.59 feet; thence South 00°29'55" East, 185.00 feet; thence North 89°51'45" East, 240.00 feet; thence North 00°29'55" West, 189.28 feet; thence along a non-tangent curve to the right having a radius of 260.00 feet, a central angle of 10°24'22" (the chord of said curve bears South 84°39'34" West, 47.16 feet) 47.22 feet; thence South 89°51'45" West, 11.17 feet; thence North 00°08'15" West, 275.00 feet; thence South 89°51'45" West, 120.00 feet; thence North 43°11'02" West, 169.94 feet; thence North 49°07'20" East, 185.31 feet; thence along a non-tangent curve to the right having a radius of 330.00 feet, a central angle of 06°43'05" (the chord of said curve bears North 37°31'07" West, 38.67 feet) 38.69 feet; thence North 55°50'25" East, 60.00 feet; thence North 52°50'43" East, 174.91 feet; thence South 55°28'27" East, 74.26 feet; thence North 89°51'45" East, 240.00 feet; thence North 55°58'22" East, 83.11 feet; thence North 02°32'07" West, 255.07 feet; thence North 86°31'41" East, 509.54 feet; thence South 89°43'22" East, 152.96 feet; thence South 00°16'38" West, 1,609.28 feet; thence South 89°55'34" West, 220.00 feet; thence South 00°16'38" West, 351.11 feet; thence North 89°43'22" West, 180.26 feet; thence South 89°55'34" West, 350.01 feet; thence South 00°16'38" West, 250.00 feet; thence South 89°55'34" West, 572.39 feet to the

(j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. 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 elect to 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 including such election in the land contract used to sell the Unit. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of "Co-owner" set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

(k) "Developer" means Maybury Park, L.L.C., a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(l) "Development and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer continues to own any Unit in the Condominium. For the purposes of the Condominium Documents, the term "Developer" shall not include any successor developer(s) as defined in Section 135 of the Act, unless the Developer affirmatively assigns such rights in writing to such "successor developer(s)", in whole or in part.

(m) "Future Expansion Area" means the property which the Developer has reserved the right to add into the Condominium and to establish additional Units thereon, as more fully set forth in Article IX, below.

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

(o) "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.

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

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

(r) "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.

street lighting, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units (leads connecting utility mains to Residences built within Units are not Common Elements). Some or all of the utility lines, systems and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Developer intends to dedicate the sanitary sewer and water main systems to public use as soon as practicable after the recordation of this Master Deed, and Developer has reserved the right and power, but not the obligation, to dedicate the sanitary sewer and water main systems to the proper local public authorities in Article VII of this Master Deed. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any. (The systems described herein as comprising part of the General Common Elements include such temporary sanitary sewer facilities and pump station, if any, as may be installed by the Developer to serve the Condominium in accordance with the Maybury Park Estates Residential Unit Development Agreement described in Article VII below and such community well system, if any, as may be installed by the Developer to provide water service to the Condominium in accordance with the terms of the Maybury Park Estates Residential Unit Development Agreement. The General Common Elements shall include the storm water detention and retention basins constructed or installed as part of the storm water drainage system for the Condominium, including such wetland areas as may be used for storm water detention or retention as part of the aforesaid system.)

(4) Common lighting facilities, if any, common sprinkler irrigation systems, if any, and the water and electrical meters and fixtures installed and used in support of those facilities;

(5) The open space areas shown on the Plan, including landscaped open space, signage, natural feature and/or buffer areas, wetlands, woodland habitat areas, and passive and active recreation areas; except for those portions of wetlands, woodland habitat areas and related buffers as may be designated on the Plan as Limited Common Elements or part of a Unit; and

(6) Such other elements of the Condominium that are not designated herein as Limited Common Elements and that are not enclosed within the boundaries of a Unit; including such General Common Elements, if any, as may be created by the Developer pursuant to the rights reserved in Article X below.

(b) The Limited Common Elements are the areas, if any, depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan. There are currently no Limited Common Elements in the Condominium, but Developer has reserved the right to create Limited Common Elements in Article X of this Master Deed.

repair, maintenance and replacement of any such temporary sanitary sewer facilities if and to the extent that effort is not undertaken by the City.

(4) The Association shall provide for snow removal from the streets and roads within the Condominium, including those streets or roads dedicated to public use, to the extent that service is not provided by the City of Novi.

(5) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

(d) The Co-owners of each Unit in the Condominium shall be responsible for the maintenance, repair and replacement of the Residence constructed within their respective Units and such other Structures and improvements that are constructed, installed or otherwise placed therein, including, without limitation, all trees and landscaping installed within the Unit and such individual well as may be installed within the Unit to provide water service thereto in conformance with the RUD Agreement.

(e) The Co-owners of each Unit in the Condominium shall also be responsible for certain costs and expenses related to connection with public water and sanitary sewer services to their individual Units as described in Article VI, Sections 24 and 25 of the By-Laws.

ARTICLE V USE OF PREMISES

No person shall use any Unit, Residence, Structure 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 the Condominium

ARTICLE VI CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of forty-three (43) Units, each of which comprises a building site for a Residence. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B as prepared by Warner, Cantrell & Padmos, Inc. Each Unit shall include all that space contained within the perimeter shown on the Plan and delineated with heavy outlines. 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 Plan. The Percentage of Value assigned to each Unit is set forth below and 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. The total percentage value of the Condominium is 100%. Each Unit Percentage of value shall be equal and shall be the number obtained by dividing one hundred (100) by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing Percentages was to determine that the expenses incurred by the Association in connection with the various Units should be equal.

Condominium in compliance with Article IV, subparagraph (c)(1) above and the applicable provisions of the RUD Agreement for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

(e) The wetlands and wetland buffer areas shown on the Plan and certain regulated woodlands shown on the Plan are subject to a conservation and preservation easement (the "Conservation Easement") whereby the Association and all Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, wetland buffer areas and regulated woodland areas. In addition to portions of the General Common Element land included in the Condominium, the aforesaid Conservation Easement encumbers portions of Units 4, 7, 15 through 23, both inclusive, and Units 42 and 43; all as shown on the Condominium Subdivision Plan. (As of the date of this Master Deed, the Developer has executed a certain Conservation Easement and submitted it to the City of Novi for execution and recording. The terms and conditions of said Conservation Easement shall be binding upon the Developer and the successors and assigns of the Developer, including the Association and all Co-owners.) The Association shall maintain all wetlands, wetland buffer areas and regulated woodlands shown on the Plan in their natural and undeveloped condition. The purpose of any such maintenance is to preserve the natural character of the wetlands and their continuing functioning and to preserve the regulated woodlands. In the event the Association shall fail to preserve the wetlands, wetland buffer areas and regulated woodlands in accordance with this provision or shall fail to maintain the wetlands, wetland buffer areas and regulated woodlands in their natural state, the City shall have the power to do so and an easement for such maintenance purposes shall be provided as more fully set out in Article XIII of this Master Deed.

(f) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Common Elements and Units (but not the interior of Residences or Structures), as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium.

(g) 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, 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. The foregoing easement shall not, however, be construed to permit any encroachment by a Common Element or Unit upon another Unit or upon the airspace and subsurface contained in the other Unit as shown in the Condominium Subdivision Plan. There shall be easements to, through and over Units for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines, and no such easements for utilities shall be construed to be encroachments upon a Unit.

construction of sanitary sewer lines and facilities to provide public sanitary sewer service to the Condominium, the Future Expansion Area and such other land as may be included in the Special Assessment District pursuant to such agreements as may be entered into by the City, the Developer, and other property owners for the establishment of the Special Assessment District. The Developer's agreement and consent in this regard shall bind all Co-owners of Units and any other person that acquires an interest in a Unit or any portion of the Future Expansion Area. With regard to the Special Assessment District described herein, the Developer and each Co-owner or purchaser of a Unit (and any unit that may be created within the Future Expansion Area) shall be deemed to have consented and agreed to pay a proportionate share of all costs and expenses of designing, constructing and financing a permanent sanitary sewer extension and related facilities to serve the Condominium, the Future Expansion Area and such other property as may be included in the Special Assessment District (said extension and facilities being hereinafter referred to as the "Facilities"). The Developer and all Co-owners and other persons acquiring an interest in a Unit or any portion of the Future Expansion Area are hereby deemed to have (i) accepted the obligation for the payment of the amounts set forth on the special assessment roll ("Special Assessment Roll") placed on file with the City in connection with the establishment of the Special Assessment District and (ii) consented and agreed to the imposition of a lien by the City on each Unit or portion of the Future Expansion Area for the amounts set forth on the Special Assessment Roll, with all such amounts to be assessed in installments against the individual Units or portions of the Future Expansion Area. The Developer and each Co-owner hereby agree that each Unit within the Condominium and any permitted expansion thereof is specially benefitted as identified on the Special Assessment Roll and that the special benefit to such Units shall increase the market value of each respective Unit once the Facilities have been completed, in proportion to the payment for the Facilities being made in relation to each of the respective Units, and that there shall not be any substantial excess cost or payments for the Facilities over the benefits that shall accrue to such Units as a result of the installation of the Facilities. The Developer and all Co-owners of Units in the Condominium as the same may be expanded shall be deemed to have agreed that there is a fair and reasonable relationship between the amount of the assessment imposed upon each respective Unit with respect to the Special Assessment District and the amount of the special benefit that shall accrue to each such Unit as a result of the installation of the Facilities.

The Co-owners of a Unit in the Condominium, including any expansion thereof, upon the purchase of a Unit, shall represent and agree that they are the sole owners of record of the Unit identified on the Special Assessment Roll and all such Co-owners shall be deemed to have waived (i) the right to notice of all hearings with respect to the Special Assessment District, (ii) the right to make objections to the Special Assessment District and to the Special Assessment Roll, (iii) the right of appearance and protest at public hearings to appeal the establishment and/or amount of the special assessment to the Michigan State Tax Tribunal, (iv) the right of an owner or party in interest to appear in person or through an agent at the hearing to protest the special assessment or appear by filing his or her appearance or protest by letter, and (v) the right to object in any other respect or manner to the special assessment, the Special Assessment District or any agreement that may have been entered into by the Developer and the City with respect to such Special Assessment District. As a condition of acquiring an interest in his or her Unit, each Co-owner shall confirm and warrant the waiver set forth herein and each such Co-owner shall be deemed to have agreed, warranted and represented that the Facilities, the

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

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith;

(7) To make, define or limit easements affecting the Condominium; and

(8) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any walks and other improvements, if any, not shown on the Plan attached hereto.

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no 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. Any amendment to the provisions in the By-Laws pertaining to the rental of Units shall require the prior written consent of the Developer if such amendment is enacted on or before the Transitional Control Date.

(e) Notwithstanding any other provision in this Master Deed or the By-Laws attached hereto, there shall be no amendment to or termination of paragraphs (a) and (c) of Article IV above; paragraphs (d), (e), (i), (j) or (k) of Article VII above; Article XIII below; or any other provision of this Master Deed or the By-Laws attached hereto which affects or limits the rights of the City as provided in this Master Deed or the exhibits attached hereto; without first obtaining the City's review and approval of such amendment; provided that the City's review and approval shall not be unreasonably delayed or denied. The provisions for maintenance of individual wells set forth in paragraph (d) of Article IV above and the provisions set forth in Article VI, Sections 23, 24 and 25 shall not be amended without the prior written approval of the Oakland County Health Division; provided that such approval shall not be unreasonably delayed or denied.

ARTICLE IX EXPANSION OF PROJECT

The Condominium Project established pursuant to this Master Deed of Maybury Park Estates consists of forty-three (43) Units. The Developer hereby reserves the right, but undertakes no obligation, to expand the Condominium so that it contains up to a maximum of sixty-three (63) additional Units, or a total number of one hundred and six (106) Units, as

constructed thereon shall be determined by Developer, in its sole judgment. Such increase in size of this Condominium Project 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 discretion of the Developer or its successors or assigns and in which the Percentage of Value set forth in Article VI hereof shall be proportionately readjusted in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in Percentage of Value shall be within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among Percentages of Value based upon the relative value of the various Units. Such amendment or amendments to the Master Deed shall also contain further definitions necessary to adequately describe and service the additional section or sections being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article IX, including, but not limited to the connection of roads, sidewalks and utilities in the Project to any roads, sidewalks and utilities that may be located on or planned for the Future Expansion Area, and to provide access to any unit that is located on, or planned for the Future Expansion Area from the roads and sidewalks located in the Project. Additionally, the Developer shall have the right to create different rules, regulations or restrictions for the new units which may be created in the Future Expansion Area if the Developer decides such differences are necessary or desirable. All of the Co-Owners and mortgagees of units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of Percentages of Value of existing units which Developer (or its successors and assigns) may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer (or its successors and 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; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the area established by this Master Deed, and Developer (or its successors or assigns) may, in its option and discretion, establish all or any portion of said Future Expansion Area as a rental development, a separate condominium project (or projects) or any other form of development, residential or otherwise; subject to the terms and conditions of the RUD Agreement, as amended. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Future Expansion Area described in this Article IX, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

rerecording the 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.

(f) All modifications to Units and Common Elements made pursuant to this Article X 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 100% 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 X.

(g) Any modification to the Condominium made pursuant to this Article X that constitutes a change in the site plan approved by the City for the development of the Condominium shall be subject to prior preliminary site plan review and final approval by the City as required by the Zoning Ordinance of the City of Novi, and may additionally require an amendment to the RUD Agreement.

ARTICLE XI

CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to dedicate to public use the roads and road right-of-ways shown on the Condominium Plan. Developer has also reserved the right to dedicate all or part of the sidewalks, pathways and walkways in the Condominium to public use. Developer therefore 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 right-of-ways as the same are shown on the Condominium Plan (including proposed rights-of-way for Eight Mile Road) and any and all sidewalks, pathways and walkways constructed within the General Common Elements. At the 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 such roads and road right-of-ways, sidewalks, pathways and walkways as may be 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

or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

(a) Until the Transitional Control Date, 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) Subdivide or re-subdivide any Units which it owns and in connection therewith to install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; provided that such installation shall not disturb any utility connections serving Units other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(2) 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.

(3) 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.

(b) In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number. 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.

(c) All actions taken under this Article XII must comply with all applicable laws and ordinances, including, without limitation, any approvals required by the City of Novi.

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

Association, as the case may be, shall pay all court costs and reasonable attorneys' fees incurred by the City in connection with such suit if the City obtains any relief in such action. Notwithstanding any provision to the contrary, the entire responsibility for repairing, maintaining and replacing the General Common Elements, including the conservation areas, shall be the Association's obligation and, after the Transitional Control Date, the Developer shall not bear any further responsibility for the performance or non-performance of that work.

**ARTICLE XIV
ASSIGNMENT**

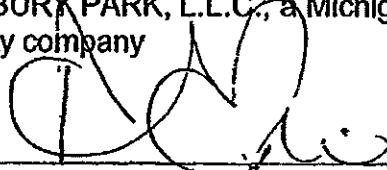
Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment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

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESS:

MAYBURY PARK, L.L.C., a Michigan limited liability company

By:



Adriano Paciocco, Trustee of the Adriano Paciocco Revocable Inter-Vivos Trust u/a/d 2/4/97, Member

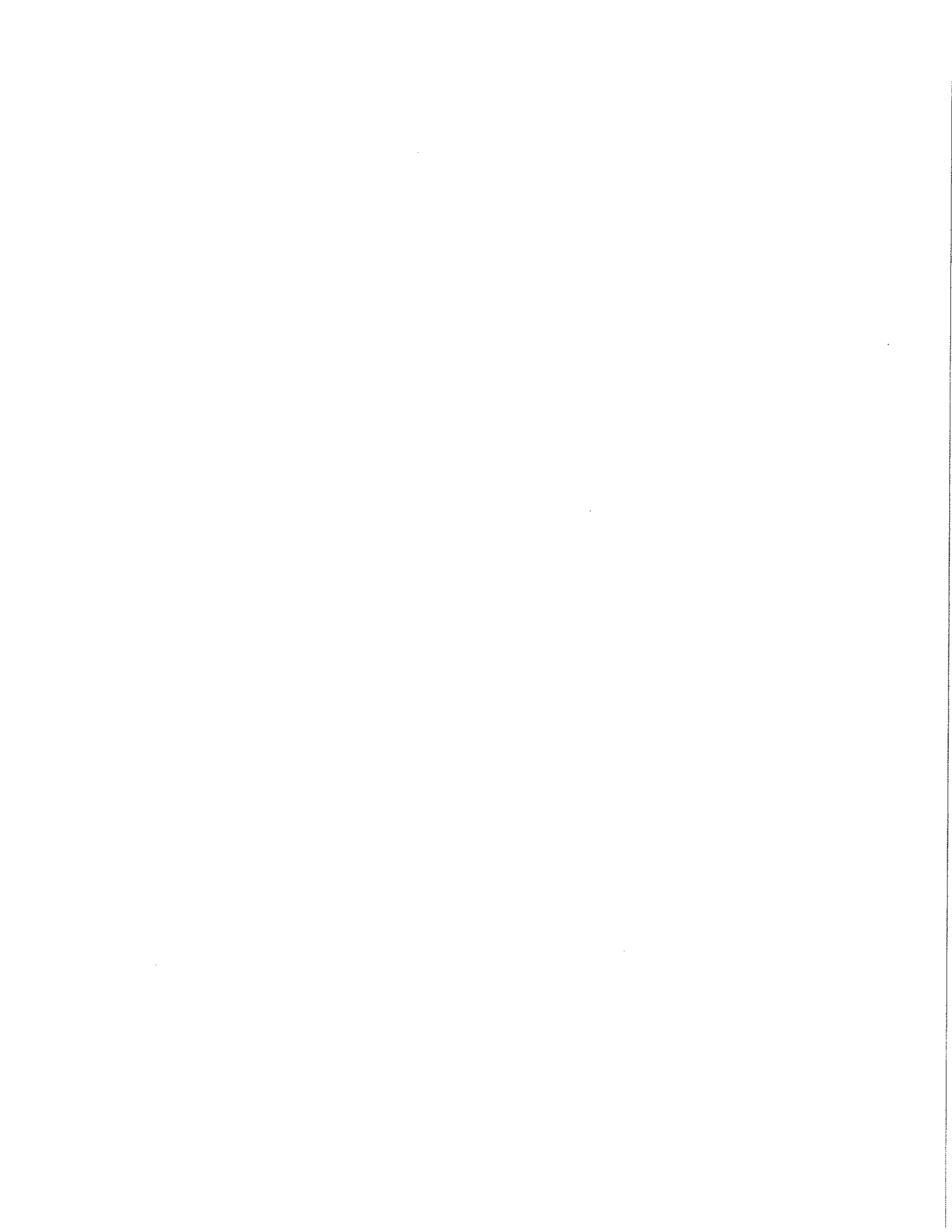
STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 26 day of ^{February}~~January~~, 2004, by Adriano Paciocco, Trustee of the Adriano Paciocco Revocable Inter-Vivos Trust u/a/d February 4, 1997, Member of MAYBURY PARK, L.L.C., a Michigan limited liability company, on behalf of the company.

THOMAS R. AUGUST
NOTARY PUBLIC, Oakland County, MI
My Commission Expires June 22, 2006



Notary Public
County of Oakland, State of Michigan
My Commission Expires: _____



MAYBURY PARK ESTATES

EXHIBIT A

BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

Maybury Park Estates, a residential condominium located in the City of Novi, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, herein referred to as 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 in accordance with the Condominium Documents and the laws of the State of Michigan. These By-Laws shall constitute both the By-Laws referred to in the Master Deed and required by Section 3(8) of the Act and the By-Laws 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 the Co-owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. The Association, all Co-owners in the Condominium 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 Condominium Documents. All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an Exhibit or as set forth in the Act.

ARTICLE II ASSESSMENTS

The Association's levying of assessments against the Units and collection of such assessments from the Co-owners in order to pay the expenses arising from the management, administration and operation of the Association shall be governed by the following provisions:

Section 1. Taxes Assessed on Personal Property Owned or Possessed in Common. 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. Receipts and Expenditures Affecting Administration. Expenditures affecting the administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received by the Association as proceeds of, or pursuant to, a policy of insurance securing

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in twelve equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means; provided that the Board of Directors of the Association shall have the right to reduce the number of periodic installments used to collect the annual assessments to quarterly, semi-annual or annual installments. 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. Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Board of Directors may also adopt uniform late charges pursuant to Section 10 of Article VI of these By-Laws. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, 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 and other charges for late payment on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 6. Effect of Waiver of Use or Abandonment of Unit. A Co-owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Co-owner's Unit shall not exempt the Co-owner from liability for the Co-owner's contribution toward the expenses of administration.

Section 7. 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 the Co-owner's 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. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Unit (if the Unit is not occupied by the Co-owner) and to lease the Unit and collect and apply the rental therefrom. 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

contrary, neither the Developer nor such Residential Builders as may be designated by the Developer shall pay regular periodic Association assessments for unoccupied Units which are owned by the Developer or such designated Residential Builder. The Developer or the designated Residential Builder, as the case may be, shall instead at all times pay all expenses of maintaining, repairing and replacing the Units that they respectively own. (For purposes of this provision, a Unit shall be unoccupied unless it is the site of a completed and occupied Residence.) Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 10. Unpaid Assessments Due on Unit Sale; Statement of Unpaid Assessments. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit and all "Related Costs" as defined below shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit and (b) payments due under first mortgages having priority thereto. 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 attorneys' 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.

Section 11. 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 12. Construction Liens. 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.

(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:

(1) the number of years the litigation attorney has practiced law; and

(2) 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 include 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 III.

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

- (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 IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, and such common amenities or areas as may be located outside of the Condominium, but placed under the management and control of the Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$500,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

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

existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner'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. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as additional insureds thereunder), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Developer (and thereafter by the Association) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer annually.

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

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

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

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

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

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

(c) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article 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

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 and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. The term "animal or pet" as used in this Section shall not include small animals which are constantly caged such as small birds or fish. All pets must be registered with the Board of Directors of the Association.

Section 5. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Associations. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the land included in any Unit, the exterior of any Unit, nor any Common Element shall be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in the driveways installed within a Unit. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6. 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 obviously intended. No Co-owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. Vehicles. No vehicles other than passenger cars, sports utility vehicles or pick up trucks shall be parked or maintained within the Condominium or any Unit therein unless the vehicle is parked within a suitable private garage built in accordance with the restrictions set forth herein. Vehicles subject to this restriction shall include, without limitation, all trailers, trucks (other than pick up trucks), boats, boat trailers, aircraft, commercial vehicles and campers. All passenger cars, sport utility vehicles and pick up trucks may only be parked within such private garage as may have been constructed within the Unit or on the driveway located between said garage and the street. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Project.

Section 8. 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.

(c) Specifications setting forth the type of quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, products and finishes.

Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons or which otherwise fail to satisfy the requirements of these Condominium Documents; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-Owners. Developer's rights under this Article VI, Section 12 may, in Developer's discretion, be assigned (in whole or in part) to the Association or other successors to Developer. Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents. Nothing in this provision or in any other provision of the Condominium Documents shall be construed to require that a Co-owner install trees that the Developer is required to install as a condition of site plan approval by the City.

Section 13. Minimum Square Feet. The minimum area of any Residence constructed within a Unit shall be not less than the minimum area required under the applicable zoning ordinance.

Section 14. Exterior Finishes. The exterior finishes of all Residences and residential structures built in a Unit shall be primarily constructed of brick, wood, stone or fiber-cement or combinations thereof.

Section 15. Garages and Driveways. All garages must be attached or architecturally related to the Residence. No garage shall provide space for less than two (2) automobiles. Carports may be erected and maintained on Units only if approved in writing by the Board of Directors (and the Developer during the Development and Sales Period) prior to the commencement of construction. Vehicular access to Units and the Project shall be only by the roads within the Project. All driveways must connect to the roads contained within the Project. All driveways and approaches shall be constructed with cement, unless the use of another type of surfacing shall be specifically approved by the Board of Directors (and the Developer during the Development and Sales Period). All driveways shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the driveway shall be completed within ninety (90) days of the termination of the strike or adverse weather.

Section 16. Antennas, Mailboxes and Alterations and Modifications Which Affect Utility Lines. No Co-Owner shall install or erect any sort of antenna (including dish antennas) upon any General Common Element. Co-owners shall have the right to install (i) not more than one antenna designed to receive television broadcast signals and (ii) not more than one antenna

Section 18. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, decks, 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 which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards 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, throughout the Development and Sales Period, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas 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. The rights of assignment reserved to the Developer in Article XIV of the Master Deed shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Residential Builders, who may exercise such rights simultaneously with the Developer.

(c) Enforcement of By-Laws. 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 having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and 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 to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws throughout the Development and Sales Period, which right of enforcement shall include without

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 (c)(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.

The leasing provisions contained in this Section 19 may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revision to these leasing provisions shall be subject to the limitations set forth in Section 112 of the Condominium Act, as amended by Act 283 of the Public Acts of Michigan of 2002.

Section 20. Storm water Management. In order to assure that storm water drainage is properly maintained, all storm water drainage facilities in the Condominium have been designated General Common Elements in Article IV(a)(3) of the Master Deed. Accordingly, the Association will maintain, repair and replace all storm water drainage systems and areas in the Condominium for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

Section 21. Wetland and Wetland Buffer Areas. The Condominium contains certain areas which have been designated as wetlands (the "Wetlands") and wetland buffer areas on the Condominium Subdivision Plan. The Wetlands and adjacent buffer areas are deemed to be within a Conservation Easement, in which no disturbance will be permitted (including, without limitation, construction activities, dredging, filling, planting and/or any other types of modification), without the prior approval of the Developer, the City of Novi and, if required by law, the Michigan Department of Environmental Quality. Violation of this restriction may result in civil and criminal penalties. No fertilizers may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any Wetlands which may be located within or bordering on the Condominium. The Association may ban fertilizers which may damage any such Wetlands from use in the Project.

Section 22. Regulated Woodlands: Woodland Protection Ordinance. The Condominium contains certain areas that have been designated as regulated woodlands (the "Woodlands") on the Condominium Subdivision Plan. The Woodlands are deemed to be within a Conservation Easement, within which no trees or vegetation may be removed or cut down, except that diseased or dead trees may be removed so long as such removal is in compliance with the ordinances of the City of Novi.

Co-owners of Units shall comply with any and all applicable City of Novi ordinances with respect to the use and maintenance of their individual Units, including without limitation, the City

days of notice from the City or such other time period as may be provided in the notice from the City.

(b) Payment of Fees. Prior to connecting to the public water service system, the Co-owners of each Unit shall pay any and all "tap" fees imposed by the City for connection to the public water service system and such other disconnection or connection fees as may be charged by the City pursuant to applicable laws and ordinances. The Co-owners of each Unit shall also be responsible for payment of any and all costs required for the disconnection and abandonment of any individual well installed upon their Unit while the Association shall bear responsibility for the cost of abandoning any community well system installed within the Condominium as provided in Article IV, paragraph (c)(2) of the Master Deed.

(c) Collection of Unpaid Fees. If the Co-owners of a Unit fail to pay any fee described in paragraph (b) above within thirty (30) days of connection to the public water service system, the amount of such unpaid fee may be placed on the delinquent tax roll, shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes in accordance with the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Co-owners of the Unit and in such event, the Co-owners of the Unit shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Section 25. The RUD Agreement: Municipal Sanitary Sewer Facilities. As stated in Article VII, paragraph (i) of the Master Deed, the Condominium Project and the Units therein are all subject to the terms and conditions of the Residential Unit Development Agreement described in Article VII, paragraph (i) of the Master Deed (the "RUD Agreement") and any amendments to that document. In accepting the conveyance of a Unit or a land contract vendee's interest therein, each and every Co-owner shall be deemed to have agreed to participate in such special assessment district as may be established to finance the extension of permanent sanitary sewer lines to the Condominium to replace such temporary sanitary sewer service facilities as may be installed by the Developer as described in Article IV of the Master Deed. The Co-owners of each Unit, in the Condominium, as the same may be expanded pursuant to Article IX of the Master Deed, shall be subject to and bound by the following obligations with respect to such permanent, public sanitary sewer system as may be installed to provide service to the Condominium and the Units established therein:

(a) Connection to Public Service. At such time as sanitary sewer service provided by the City is made available to serve the Condominium and the Units therein, all Units and Residences constructed therein shall be disconnected from such temporary sanitary sewer facilities as may have been installed within the Condominium and all Units and Residences within the Condominium and any expansion thereof shall be connected to the public sanitary sewer system within such reasonable time period as may be provided in the appropriate notice from the City.

(b) Payment of Fees. Prior to connecting to the public sanitary sewer system, the Co-owners of each Unit shall pay any and all "tap" fees imposed by the City for connection to the public sanitary sewer system and such other disconnection or connection fees as may be

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Co-owner has presented evidence of ownership of a Unit in the Condominium to the Association. Except as provided in Article XI, Section 2 of these By-Laws, 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 or by a proxy given by such individual representative.

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. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

Section 4. Annual Meeting. There shall be an annual meeting of the Co-owners commencing with the First Annual Meeting held as provided in Article IX, Section 2 hereof. Other meetings shall be held as provided for in Article IX hereof. Notice of the time, place and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Co-owners.

Section 5. Quorum. The presence in person or by proxy of more than thirty-five percent (35%) in value 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 such person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 6. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

Section 7. Majority. Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by an affirmative vote of more than fifty (50%) percent in value. The foregoing statement and any other provision of the Master Deed and these By-Laws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast

meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required by Article VIII, Section 3 of these By-Laws to be filed with the Association 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 ten (10) days from the time the original meeting was called, and notice of the meeting shall be provided as set forth in Section 5 of this Article IX.

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) determination of whether quorum is present; (c) proof of notice of meeting or waiver of notice; (d) reading of minutes of preceding meeting; (e) reports of officers; (f) reports of committees; (g) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (h) election of Directors (at annual meeting or special meetings held for such purpose); (i) unfinished business; and (j) 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 of this Article IX 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 votes or total percentage of approvals which equals or exceeds the number of votes or percentage of approvals 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. Minutes: Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the First Annual Meeting shall be called and the non-developer Co-owners shall elect all directors on the Board of Directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Condominium or as long as ten (10%) percent of the Units remain that may be created.

(ii) Notwithstanding the formula provided in subsection (i), 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, if title to at least seventy-five (75%) percent of the Units that may be created has not been conveyed to non-developer Co-owners, the First Annual Meeting shall be called and the non-developer Co-owners shall have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under this Section 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 this Section 2 results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i) of this Section 2(c).

(iv) At the First Annual Meeting, one-half (1/2) of the directors (rounded up if fractional) shall be elected for a term of two years and the remaining directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the number of persons equal to one-half (1/2) of the number of directors (rounded up if fractional) who receive the highest number of votes shall be elected for terms of two years and the number of persons equal to the remaining directors to be elected who receive the next highest number of votes shall be elected for terms of one year. After the First Annual Meeting, the term of office (except for directors elected at the First Annual Meeting for one year terms) of each director shall be two years. The

(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.

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, in which the maximum term is greater than 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.

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 in number and in value of all of the Co-owners 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 quorum set forth in Article VIII, Section 5. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from

in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Co-owners.

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 (2) offices except that of President and Vice President may be held by one person.

(a) President. The President shall be the chief executive officer of the Association, and shall preside at all meetings of the Association and of the Board of Directors. The President 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 in the President's discretion as may be deemed 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 the President's 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 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 and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct, and 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. The Treasurer 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.

**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 attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of such director's duties; 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**

These By-Laws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these By-Laws shall become effective upon recondition in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these By-Laws shall be made available to every member of the Association after adoption; provided however, that any amendment adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These By-Laws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or any provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

**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 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 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.

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 XIX 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 or her personal actions or the actions of his or her 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 By-Laws.

(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 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.** Seventy-Five Dollars (\$75.00) fine.

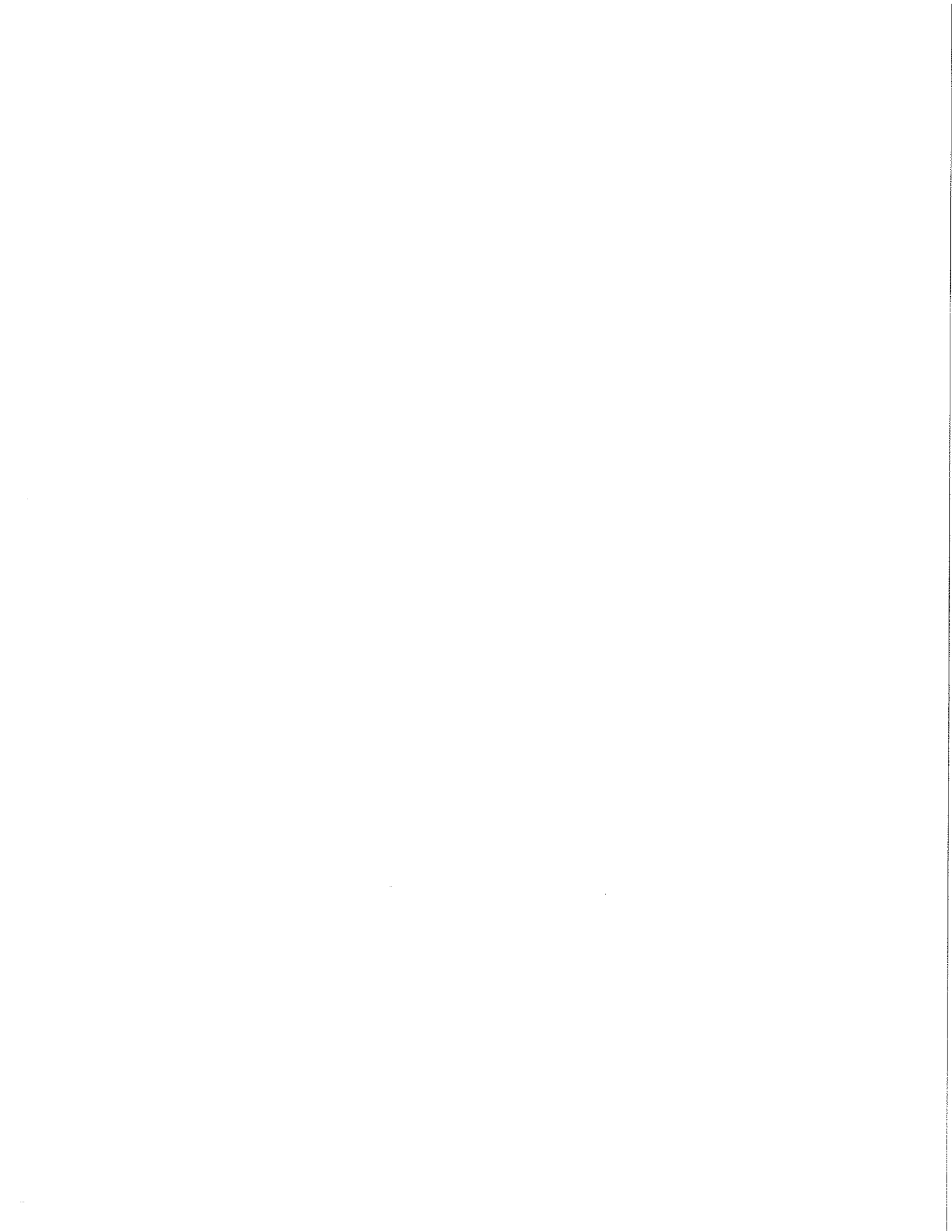
consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE XXII SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws 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.



commitment evidencing the willingness of Fidelity Title Insurance Company by and through its agent Fidelity Title Company (the "Title Company") to issue its regular form of owner's title insurance policy in the amount of the Purchase Price, subject only to the following: (i) title exceptions set forth in Section ____; (ii) the usual title exceptions contained in the Title Company's, or its title issuing affiliates, owner's title insurance policy with an extended coverage endorsement insuring over general exceptions; and (iii) title exceptions pertaining to liens and encumbrances of a definite or ascertainable amount that may be removed by the payment of money at the Closing and which Builder may so remove by using funds to be deposited by Purchaser. The commitment for title insurance shall be conclusive evidence of good title.

b. If the title commitment delivered to Purchaser shows title exceptions other than the exceptions noted above and Purchaser objects thereto in writing within five (5) days of its receipt, or three (3) business days before the closing date, whichever is earlier, Builder shall have sixty (60) days from the date of delivery to Purchaser to attempt to cure the additional exceptions and the Closing shall be delayed until the exceptions are cured. Builder may cure the exceptions by causing them to be deleted from the title commitment or by causing the Title Company to insure over them. Builder is not obligated to provide an Owners Affidavit to the title company. If Purchaser fails to object within the applicable objection period, the Purchaser shall be deemed to accept title as shown in the title commitment. If Builder fails to cure the exceptions within the 60-day period, Purchaser shall elect in writing and within ten (10) days after the expiration of the 60-day period to accept title as shown in the commitment without any reduction in the Purchase Price or to terminate this Agreement. If Purchaser elects to terminate, this Agreement shall be null and void.

c. Purchaser shall be entitled to occupancy and possession of the residence after the Closing and the payment in full by Purchaser to Builder of the Purchase Price and any Upgrade Selections.

9. Changes and Extras to the Home. The Purchaser may request modifications or substitutions (i.e. "Changes") or additions ("Extras") to the plans and specifications of the Home, including certain materials and/or fixtures used in the construction thereof, provided that: (i) all such requests are timely submitted to the Builder in writing; and (ii) the Builder, in its sole judgment, determines that such Changes and/or Extras can be completed without interfering with the progress and timing of the construction of the Home; and (iii) before the Builder starts work on any Changes or Extras all such Changes and Extras are, to the satisfaction of the Builder, properly documented by a written change order signed by the Parties ("Change Order"); and (iv) upon request, the Purchaser shall, in advance of work on any Changes Order, pay Builder for the Change Order. Such request for changes or modifications may require architectural expertise and/or approval. Any changes requiring the involvement of an architect may cause additional costs to be incurred. All such costs shall be borne by the Purchaser.

Change Orders shall specify a description of the Changes or Extras and the cost or credit associated with the same. The Contract Price will be adjusted to reflect these costs or credits, as the case may be. ALL CHANGE ORDERS, WHEN EXECUTED BY THE PARTIES (WHERE THIS CONTRACT IS EXECUTED BY PURCHASER, ANY SUBSEQUENT MODIFICATION OR CHANGE ORDERS APPROVED BY PURCHASER SHALL BE BINDING UPON PURCHASER IF ACCEPTED BY BUILDER), SHALL BE ATTACHED TO THIS CONTRACT AND SHALL BECOME SUBJECT TO THIS CONTRACT'S TERMS. THE PARTIES SHALL PLACE NO RELIANCE UPON VERBAL REQUESTS OR ASSURANCES OF CHANGES OR EXTRAS AS THEY SHALL HAVE NO FORCE OR EFFECT UPON THE PARTIES UNLESS THEY ARE IN WRITING IN ACCORDANCE WITH THIS SECTION. THE BUILDER MAY, FOR ANY REASON OR NO REASON AT ALL, REJECT ANY REQUEST FOR CHANGES AND/OR EXTRAS. All changes, modifications, and/or extras shall be paid for by the Purchaser if not approved by or paid for by the Purchaser's lender or not in the budget.

10. Responsibilities of Purchaser.

such as black, will show "patching." Patching is the characteristic of seeing sections of roofing that appear to be different colors. This is caused by the way stones or shingles reflect light at different angles. It may be extremely visible in some light and less so in different light.

g. WASHING PAINTED SURFACES: We have chosen to use "flat" paint products. Dirtex Spray Cleaner (used on white cotton rag only) is the best cleanser for spot washing. Spray the spot using Dirtex, then spray the rag liberally, count to three, and the soiled area should wipe clean. If you need to wash an entire wall or room, we recommend using Dirtex powder. When washing an entire wall, use a natural ocean sponge. They are a little more expensive, but are softer and rinse cleaner. Never use a colored rag or a cellulose sponge.

11. Responsibilities of the Builder. Builder's duties and rights in connection with the construction of the Home are as follows

11.1 Supervision of Construction. Builder or its employees will be solely responsible for all construction under this Contract, including the techniques, sequences, procedures, and means, and for coordination of all trades and work. The direction and supervision of the working forces, including subcontractors, rests exclusively with the Builder. The Purchaser shall not issue any instructions to or otherwise interfere with the workers or trades. "Interfering with the trades or workers" shall be deemed to have occurred if Builder receives three or more complaints about the Purchaser. In addition, Purchaser shall not negotiate for additional work with Builder's subcontractors or engage other builders or subcontractors, except with Builder's prior written consent. Builder's consent may be withheld or granted in its sole discretion. If Purchaser violates the terms of this Section, Purchaser will be deemed to have materially defaulted under the terms of this Contract. Should Purchaser have any questions, please communicate said questions to Builder's offices in Plymouth, Michigan.

11.2 Allowable Substitutions or Replacements. The Builder may make substitutions or replacements of specific brand name materials or items with other material or items of substantially equal value and quality, only with purchaser approval.

11.3 Variations in Home or Plans. The Builder may make variations to the design, plans and specifications of the Home. The Purchaser acknowledges that the dimensions of each room, partitions, or other areas of the Home may vary from the design, plans and specifications of the Home. These variations will have no effect on the Builder's full and/or substantial completion of the Home or the Builder's performance obligations under this Contract.

11.4 Clean-up. Builder will, upon completion of the Home, conduct general clean-up operations, including the cleaning of all interior glass surfaces, interior floors and walls.

12. Construction Scheduling.

12.1 Unavoidable Consequences. The Builder will not be liable for any delay or failure to perform any part of this Contract, any damage to the Home or improvements constructed on the Home; or any damage, loss, cost, or expense to the Purchaser when the delay, failure, damage, loss, cost, or expense is the proximate result of or occasioned by fire; a flood; an act of God; a revolution; a riot; a civil disorder; vandalism; an act of enemies; a labor dispute, including a dispute among or between unions; any act of any sovereign nation or political subdivision, including all agencies, bureaus, departments, and representatives; or acts or omissions of the Purchaser or any other cause not within the control of the Builder that cannot be avoided by the exercise of reasonable diligence. Builder shall not be responsible in any manner for delays caused by Purchaser for failure to make selections in a timely manner, provide Builder with necessary decisions, or any other actions or inactions by Purchaser that cause delay.

- c. Purchaser is adjudged bankrupt or make a general assignment for the benefit of creditors or a receiver is appointed for Purchaser;
- d. The Purchaser interferes with the workers or trades. "Interfering with the trades or workers" shall be deemed to have occurred if Builder receives three or more complaints about the Purchaser from the trades or workers;
- e. Purchaser defaults in its performance and/or payment obligations;
- f. Purchaser directly contracts with Builder's subcontractors, workers or material suppliers without the prior written consent of the Builder; and
- g. Purchaser fails in any other payment or performance obligation stated in this Contract.

13.2 Damages. In any action against Builder, Purchaser's sole and exclusive remedy shall be repair or replacement and Builder shall never be liable for any consequential or incidental damages. Builder shall not be liable in any manner for claimed damages of loss of loan commitment, increase in interest rates, rent paid for temporary housing or storage, or any liability which Purchaser may have to any other party as a result of any breach or delay by Builder.

13.3 Builder's Liability. The liability of Builder under this Agreement or any amendment hereto, or any instrument or document executed in connection with this Agreement shall be limited to and enforceable solely against Builder's interest in the Property and not other assets of Builder or the assets of Builder's partners, members, managers, affiliates, related entities, shareholders or officers. Assets of Builder do not include the assets of the members or managers of Builder, and a negative capital account of a member in Builder and an obligation of a member to contribute capital to Builder shall not be deemed to be assets of the limited liability company, which is Builder.

13.4 Indemnification. Purchaser shall indemnify, hold harmless and, upon request, defend Builder and its owners, directors, shareholders, representatives, attorneys, agents, heirs, devisees, personal representatives, successors and assigns, jointly and severally, from and against any and all claims, losses, liabilities, damages and expenses, including reasonable attorney's fees, which may be sustained, suffered or incurred by any of such parties arising from or by reason of, directly or indirectly any breach by Purchaser of any of the representations, warranties, covenants and agreements made in this Agreement.

14. Disclosures - Michigan Construction Lien Act Licensing Requirements. The Michigan Construction Lien Act requires that the following statement concerning licensing requirements be made a part of Contracts involving residential construction:

14.1 License Requirements. A residential builder or a residential maintenance and alteration builder is required to be licensed under Article 24 of Act 299 of the public acts of 1980, as amended, being sections 339.2401 to 339.2412 of the Michigan Compiled Laws Annotated. An electrician is required to be licensed under act no. 217 of the public acts of 1956, as amended, being sections 338.881 to 338.892 of the Michigan Compiled Laws. A plumber is required to be licensed under Act No. 266 of the public acts of 1929, as amended, being sections 338.901 to 338.917 of the Michigan Compiled Laws.

14.2 Builder's License No. Builder holds a Residential Building License issued by the State of Michigan, Department of Licensing and Regulation, License No. 2102139554.

15. Builder's Limited Warranty. All structural and mechanical defects, of which Builder is notified in writing within one (1) year from the date a final or temporary certificate of occupancy is issued for the HOME, will be repaired at Builder's expense. This does not include any damage resulting from expansion or contraction of materials, nor from the effect of ground settlement. Builder's liability under this Limited Warranty does not extend to any damage that may

enough to prevent excessive drying and shrinkage of materials. However, too high humidity level will result in condensation of windows, skylights, recessed lighting fixtures, any vents ducted to the outside and even on exterior walls or ceiling under extreme cold and windy conditions. In the summer, especially during the first year of occupancy, high humidity levels will result in condensation on pipes in the basement, ductwork or even basement walls and floor. This is normal, and air conditioning will dehumidify as will a dehumidifier or ventilating the basement.

15.1.9 Air Filtration. Because the house is sealed tightly from the weather, certain areas are likely to have noticeable cold-air leakage into the house in winter. This air infiltration is normal and will occur at spots such as electrical openings in insulated ceilings and outside walls, ducted fans and, to some extent, at windows, the base of walls and doors.

15.1.10 Appliances and Equipment. The Builder does not warrant any appliances or other such completed products that are installed in the Home (such as furnaces, hotwater heaters, air-conditioning units, water softeners, light fixtures, sump pump, sanitary sewers, etc.), but Builder hereby assigns to Purchaser any guarantee or warranty given by the manufacturers of such equipment. There are no other warranties, express or implied, except as stated in this provision, including warranties of the merchantability of fixtures for a particular purpose.

15.1.11 Variations in Finishes to Material. Builder will not warrant the finish of the various types of wood items used in the construction of the Home nor will Builder warrant matching wood grain and variations in the finish. Builder will not warrant or replace any concrete slab due to cracking or pitting.

15.1.12 Trees, Bushes, and Vegetation. Builder will not warrant or replace any trees, bushes, or other vegetation or other natural growth present on or adjoining the Lot unless otherwise noted. Any such current trees, bushes, vegetation or other natural growth may be damaged, destroyed or removed during the course of construction or by grading or excavating or like operations. Builder acknowledges the protection of large tree on site within the front yard, and will protect it from damage using safety fencing around the drip area of the tree. In the event the tree is severely damaged or killed, the builder shall replace it with two, 3" or larger maples, planted where the purchaser specifies.

15.1.13 Fireplaces. If the house has a wood-burning fireplace, the same tight insulation described above may result in it "smoking" or not "drawing" properly. It may be necessary to open a window or door wall slightly for the fireplace to draw.

15.1.14 Basement Walls. Dampness of walls may occur in new construction. It is to be expected and is not considered a deficiency. The poured concrete walls of the basement are damp-proofed on the exterior. Often leaks will occur in areas where the forms used for pouring the walls were held together by steels rods. These "rod-hold leaks" are normal and will be repaired during the first year of occupancy. They are not an emergency item since the quantity of water is usually very small. Circle them with a pencil, because often when they dry, they will not be able to locate again. Cracks in basement walls, as in any concrete product, are normal. Only cracks that leak are eligible for repair. Cracks larger than 1/4" are considered excessive, and surface patching is an expected remedy.

15.1.15 Cement Flat Work. Cracking of cement, due to the material's brittle nature, is a normal occurrence. Cracks will not be subject to repair or replacement unless they are of sufficient vertical displacement to be a hazard, or exceed 1/4" width. Surface patching is an acceptable remedy. The decision to repair or replace is at Builder's option. Exterior concrete, even with special care, will chip and show surface damage due to freeze/thaw cycles, which are common to this area. This damage, while it may be unsightly, does not affect the structural integrity of the concrete. The application of any salt or other de-icing chemicals will accelerate the freeze/thaw cycles and cause further surface damage. Vehicles exposed to road sales will often deposit these chemicals on exterior concrete when parked, which will result in surface damage. Cracks exceeding 1/4" in width and having a vertical displacement of 1/4" are considered excessive. Surface patching is an acceptable remedy.

maintaining such grades once they are set by Builder.

15.1.23 Unit Masonry (non-structural). Small cracks are common in mortar joints of masonry construction. Cracks greater than 1/8" in width are considered excessive. Builder will repair cracks in excess of 1/8 by pointing or patching. These repairs should be made toward the end of the first year of Warranty period to permit normal settling of the Home to stabilize.

15.1.24 Windows. Windows will collect condensation on interior surfaces when extreme temperature differences and high humidity levels are present. Condensation is usually the result of a climatic/humidity condition. Unless directly attributed to faulty installation, window condensation is a result of conditions beyond the Builder's control. No corrective action will be taken.

15.2 Repairs under Builder's Warranty.

15.2.1 Final Repair or Completion List. Builder will conduct a walkthrough with Purchaser prior to closing. At this walk-through, Purchaser and Builder shall compile a final list of items to be completed or to be corrected. Every reasonable effort will be made to complete or correct all items on the final repair or completion list within thirty (30) days from the date of closing unless such completion is prevented by weather conditions, unavailability of materials or conditions beyond Builder's control. Nicks or cracks on plumbing fixtures, appliances, mirror bi-fold doors, mirrors, countertops, ceramic tile, tub scratches or chips, marble, Corian, window scratches or other materials will not be repaired unless noted by the Purchaser's final repair or completion list.

15.2.2 Emergency Items. Emergency items take precedence over other activities in Builder's building operation. A phone call to Builder's office will bring expeditious correction of any emergency problems covered by the Limited Warranty. Emergencies are usually confined to plumbing, heating, electrical and water leakage into the house.

15.2.3 Routine Minor Items. In this category are a multitude of minor items that do not hinder the physical liability of the house even though they are subject to correction under the Limited Warranty.

15.2.4 Repair List. Repair of warranty items will be accepted only if in writing and turned in within one (1) year of your closing date. Builder will process one (1) list of non-emergency items in addition to Purchaser's final closing list. This list must be submitted to Builder's office, in writing, within one (1) year of Purchaser's closing date. The processing of a repair list includes an inspection by Builder's representative to ascertain the validity of the request under the terms of the Limited Warranty, and the follow-up and correction of all items that are found eligible under the guarantee. This one written repair list will be processed shortly after it has been received but no sooner than sixty (60) days after Purchaser has moved into Home.

15.2.5 Access to Home. Repairs cannot always be scheduled at Purchaser's convenience, although Builder will try to accommodate Purchaser's schedule where possible. Therefore, Purchaser must allow Builder access to home during normal working hours, Monday-Friday, 8:00 a.m. - 4:00 p.m.

15.2.6 Acknowledgment of Repairs. Purchaser must sign an acknowledgment of the completion of each repair made pursuant to the Limited Warranty on the repair order, as each repair is completed. Purchaser's failure to sign an acknowledgment, upon request, will terminate the Limited Warranty and relieve Builder of any further obligation to make additional repairs.

Note: Many trades are usually involved in even the very simplest of adjustments. The job of scheduling and coordinating trades for these repairs is vastly time consuming and creates difficulties which require patience and understanding on the part of all