PARK RIDGE AT STONEWOOD

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Park Ridge at Stonewood, a residential Condominium Project located in the Township of Independence, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

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

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

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

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding $1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 80% of all Co-owners, except as hereinafter provided. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Community Association Assessments. The Association shall collect a pro rata share from each Co-owner, in addition to the assessments set forth above, of all assessments levied against the Association pursuant to the Declaration for The Parks of Stonewood as defined in Article III of the Master Deed. The default and enforcement provisions contained in Sections 3 and 5 of this Article II shall apply with respect to the collection of all assessments levied by said Declaration. All

assessments collected from the Co-owners shall be paid over by the Association to The Parks at Stonewood Association on or before the due date established for the payment of such assessments.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in regular 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. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge not exceeding $25 per installment may be assessed automatically by the Association upon each installment in default five or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to increase the amount of the late charge upon notification to all Co-owners. The Association also may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to the late charge. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon 7 days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association, to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 20 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

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

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium and licensed builders purchasing Units directly from the Developer, although members of the Association, shall not be

responsible at any time for payment of the regular Association assessments unless the Developer directs licensed builder(s) to otherwise be responsible for payment of the regular Association assessments. The Developer and builders, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by either the Developer or builders. For purposes of the foregoing sentence, the Developer's and builder's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer or builders at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer or builders be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. Any assessments levied by the Association against the Developer or builders for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. During the Development and Sales Period the Developer may (without the consent of the Association or any other Co-owner) waive the payment of assessments by any particular Co-owner during the period of time commencing as of the date upon which that Co-owner acquires fee simple interest or a land contract vendee's interest in and to a Unit and ending upon the earlier to occur of (a) two (2) years thereafter or (b) the date upon which a completed building is on the Unit owned by that Co-owner. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by the Township of Independence.

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

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

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

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments 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 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 12. Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Park Ridge at Stonewood. The acceptance of a conveyance or the execution of a land contract by any Owner or

purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

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

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, 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 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, 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 $1,000,000 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.

(b) Insurance of Common Elements. If applicable and appropriate, all General Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall not be responsible, in any way, for maintaining insurance with respect to Limited Common Elements.

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

(d) Proceeds of Insurance Policies. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article VI of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless all of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

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

Section 3. Responsibilities of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. 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 insureds), 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 Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. 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.

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 or appurtenant and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner, however.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Unit or Improvements Thereon. If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit shall, so long as the Co-owner is obligated to obtain the insurance, apply the insurance proceeds towards and be responsible for rebuilding or repairing the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Property damaged for which the Association is obligated to insure shall be repaired in accordance with Section 3 below. Either the Co-owner or the Association shall, depending on which has the obligation to insure the Unit and improvements thereon, remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, reconstruction and insuring, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during

such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit 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 V 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 in 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.

ARTICLE VI

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the Township of Independence.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no lease shall be for a term of less than six (6) months. The terms of all leases, occupancy, agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in his discretion.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

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

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners

on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

Section 3. Architectural Control. No building, structure or other improvement shall be erected, constructed or permitted to remain on any Unit, nor shall any material exterior modification be made, including without limitation paint or stain colors, to any existing building, structure or improvement, unless plans and specifications therefor have been approved by the Developer and also complies with the remaining restrictions and requirements of this Article, unless any non-compliance has been waived pursuant to subsection F of this Section 3. Furthermore, any construction or maintenance activities on any Unit shall be performed strictly in accordance with the restrictions and requirements of this Section 3.

A. Review Procedure; Submission Requirements.

(1) The Developer intends that all buildings, structures and improvements on any Unit or otherwise within the Condominium shall be designed, developed and constructed so as to be harmonious, complimentary and dignified, all to the end that the Condominium as developed and improved constitutes and provides a refined and exclusive environment of the highest architectural, construction and aesthetic standards. Further, the building mass should be broken up into a composition of smaller, perceivable architectural elements with formal arrival areas, entry stairs and open porches. An example of the style of architecture acceptable to the Developer and which the Developer intends to prevail in the development is set forth in Exhibit A-1 attached hereto. In order to accomplish such end, the Developer hereby reserves the right to approve, disapprove and otherwise pass upon the design, appearance, construction or other attributes of any building, structure or improvement proposed to be erected or maintained on a Unit, and no building, structure or improvement shall be permitted or allowed with respect to a Unit unless the same has received in writing the approval of the Developer pursuant to the terms and conditions set forth in this Section 3. The type of architecture and detail requirements are set-forth in the "design guidelines" prepared by the Developer, as it may from time to time be amended or modified.

(2) There shall be a three step submittal process for obtaining the approval of the Developer for any building, structure or improvement to be erected, constructed, maintained or rebuilt on any Unit or in any other part of the Development. The Developer's written approval of each of the submittals must be obtained before construction of any structure may be started. The Developer may waive the procedure in order to expedite the review procedure, although in no event shall the Developer be obligated to waive the procedure.

(a) The first step shall be application for "Concept Approval." In connection with seeking Concept Approval, the Unit Owner or his/her/their representative shall submit (i) a topographic survey of the Unit prepared by a registered engineer or surveyor, showing existing grades and the location of all trees having a diameter at ground level of three (3") inches or more; (ii) a conceptual site plan showing the location of all proposed structures on the Unit; (iii) a conceptual floor plan, and (iv) conceptual front and rear elevation drawings of the proposed building or structure, including a description of colors and types of exterior materials. Dwellings should be sited and designed to integrate with the natural characteristics of the Unit as well as with adjacent dwellings. Existing terrain, vegetation, drainways, wetlands and other natural features should be preserved and, when appropriate, incorporated into the design of the site. Concept Approval shall be deemed to have been granted when the Developer has approved all of the foregoing submissions.

(b) The second step shall be application for "Preliminary Approval", which may be made after the Developer has granted Concept Approval. In connection with seeking Preliminary Approval, the Unit Owner or his/her/their representative shall submit (i) a detailed site plan superimposed over the aforementioned topographic survey, showing proposed grades, including detailing of proposed final grades for landscaping; (ii) a dimensioned floor plan; (iii) detailed elevation drawings showing all elevations; (iv) actual samples of bricks, shingles, stain materials and colors; (v) a conceptual landscape plan; and (vi) if appropriate, deck plan. In addition, the location of all proposed structures shall be staked on the Unit and the trees to be removed marked by a ribbon to permit field inspection. Preliminary Approval shall be deemed to have been granted when the Developer has approved all of the foregoing submissions.

(c) The third step shall be application for "Final Approval." In connection with seeking Final Approval, the Unit Owner or his/her/their representative shall submit (i) all prints, plans and other matters submitted or required to be submitted to the appropriate governmental entity to procure a building permit; (ii) a dimensioned site plan sealed by a registered engineer showing setbacks, existing and proposed elevations, and all trees on the Unit having a diameter at ground level of three (3") inches or more, including an indication as to which trees are to be removed; (iii) complete building plans sealed by a registered architect; (iv) a final landscape plan sealed by a landscape architect; (v) a construction schedule specifying completion dates for foundations, rough-in, the structure as a whole and landscape installation; (vi) a list of exterior materials and colors, including actual samples if not already submitted; (vii) the deposit described in Section B, paragraph (6) below, if required by the Developer; and (viii) any other materials required by the Developer. Final Approval shall be deemed to have been granted when the Developer has approved all of the foregoing submissions.

No approval shall be effective unless given by the Developer in writing. If a building, structure or improvement or any aspect or feature thereof is not in strict conformity with the requirements or restrictions set forth in this Article, any such nonconformity shall be permitted only if it is specifically mentioned as such in the submissions to the Developer, and the Developer specifically approves or waives the same in writing.

(3) No alteration, modification, substitution or other variance from the designs, plans, specifications and other submission matters which have been approved by the Developer shall be permitted or suffered on any Unit unless the Owner thereof obtains the Developer's written approval for such variation. So long as any such variance is minimal, the Owner need not go through the entire submittal process described in paragraph (2) above, but in any event the Owner must submit sufficient

information (including material samples and the like) as the Developer determines in its sole discretion is required to permit the Developer to decide whether or not to approve the variance. The Developer's approval of any variance must be obtained irrespective of the fact that the need for the variance arises for reasons beyond the owner's control (e.g., material shortages or the like).

(4) In making any of the written submissions contemplated in this Section 3, the Owner shall cause four (4) copies thereof to be submitted to the Developer. Two copies shall be returned to the owner after the Developer has approved or disapproved the submission, and the other two copies shall be retained by the Developer for its files.

(5) **NO APPROVAL, WAIVER OR OTHER ACTION TO BE TAKEN BY THE DEVELOPER HEREUNDER SHALL BE EFFECTIVE UNLESS APPROVED IN WRITING BY THE DEVELOPER. NO UNIT OWNER MAY RELY ON ANY APPROVALS, WAIVERS OR OTHER DECISIONS GRANTED BY ANY OTHER PERSON, INCLUDING OTHER EMPLOYEES OR REPRESENTATIVES OF THE DEVELOPER. NO AGENT, EMPLOYEE, CONSULTANT, ATTORNEY OR OTHER REPRESENTATIVE OR ADVISER OF OR TO THE DEVELOPER SHALL HAVE ANY LIABILITY WITH RESPECT TO DECISIONS MADE, ACTIONS TAKEN OR OPINIONS RENDERED RELATIVE TO MATTERS SUBMITTED TO THE DEVELOPER UNDER THIS MASTER DEED.**

(6) The Developer reserves the right to assign, delegate or otherwise transfer its rights and powers of approval as provided in this Master Deed, including without limitation an assignment of such rights and powers to the Association described in Section 4 below or to any mortgagee.

B. Restrictions and Requirements.

The following restrictions and requirements shall apply to each and every Unit in the Condominium, and no building, structure or improvement shall be erected, constructed or maintained on any Unit which is in contravention of such restrictions and requirements, except to the extent any non-conformity has been waived by the Developer pursuant to subsection F of this Section 3:

(1) Dwellings will be two story with a maximum average roof height as permitted by the Township's Ordinance. Each Dwelling shall have a minimum livable floor area of two thousand (2,000) square feet and a maximum area of fifteen thousand (15,000) square feet. For the purposes of this paragraph, garages, patios, decks, open porches, entrance porches, terraces, basements, lower levels, and like areas shall be excluded in determining the livable floor area, whether or not they are attached to the main dwelling. Enclosed porches shall be included in determining the livable floor area only if the roof of the porch forms an integral part of the roof line of the main dwelling.

(2) The minimum dwelling width, including attached garage, shall be fifty-five (55) feet and maximum dwelling width shall be one hundred (100) feet.

(3) No building, structure or improvement shall be placed, erected, altered or located on any Unit nearer to the front, side or rear lot line than is permitted by the appropriate governmental ordinances at the time the same is erected. Furthermore, no building, structure or improvement shall be placed on a Unit so as to unnecessarily interfere with the view of an existing building or structure on adjacent Units without the Developer's written approval. In addition, any dwelling or building shall meet the following set back requirements:

(a) A minimum of forty (40) feet from the front Unit line;

(b) A minimum of fifty (50) feet from the rear; and

(c) A minimum of twenty (20) feet from the side on which the garage is located and ten (10) feet on the opposite side from the side Unit line;

(d) A minimum of thirty (30) feet between adjacent dwellings.

The Developer shall have the right (but not any obligation) to permit setbacks less than those set forth above if in its sole discretion the grade, soil or other physical conditions pertaining to a Unit justify such a variance and the appropriate governmental authority approves the same, if required. The Developer shall have the right (but not any obligation) to permit buildings or dwellings to be oriented other than set forth above if, in its sole discretion, the grade, soil or other physical conditions or aesthetic reasons justify such a variance and the appropriate governmental authority approves the same.

(4) Foundation exterior material should be the same as the siding of the dwelling and should be an extension of other elements such as walls or terraces, and not accentuate a break between them. Foundation walls should follow grade lines, not the steps in the concrete foundations, and no concrete or block shall be visible from the exterior. The exterior of all buildings must be primarily brick of earth tone colors and painted surfaces of trim or accents should be soft tones of accent color. No aluminum or metal windows may be used in any dwelling, building or other structure. Vinyl siding may not be used. No Texture 1-11 or drivet may be used on the exterior of any structure. No exterior may be painted or stained without the prior written approval of the Developer. In connection with applying for such approval, the Unit owner shall submit such paint or stain samples as the Developer may request to assist it in determining whether or not to approve the painting of the exterior. Fabricated wood railings, window frames, braces, brackets, and ornamental detailing should be painted to further capture the charm and continuity of the dwelling.

(5) The Developer shall have the sole and conclusive authority to determine what constitutes a front or rear entrance garage, but in any event no garage may face a road. All garages shall also be screened by a minimum of ten (10) evergreens comprised of either arborvitae, white spruce or austrian pine, which placement and type of evergreen used shall be subject to the Developer's prior written approval. Garage architecture, exterior material and finish must be compatible with the dwelling.

(6) Each Unit must be landscaped in accordance with the approved landscaping plan within the time limits set forth in paragraph 4 of subsection C of this Section 3. Landscape materials should be used to complement the architecture of the dwelling, define outdoor spaces, frame both onsite and offsite views, establish background and foreground balance, and knit the dwelling to the site. The goal of every landscape plan should be to establish a natural transition between the Unit and the Development. The reasonable value of the landscaping, as reflected in the landscaping plan to be approved by the Developer pursuant to subsection A of this Section 3, shall be not less than fifteen thousand ($15,000) dollars, excluding landscape architectural fees. The Developer shall have the right to determine the reasonable value of the landscaping. After landscaping has been installed the Unit Owner shall maintain the same in a good and sightly condition consistent with the approved landscaping plan. In connection with granting Final Approval for a residence pursuant to subsection A, subparagraph 2 above, the Developer shall have the right to require the Owner of the Unit to place into escrow with the Developer a deposit equal to the reasonable costs of installing the landscaping for the Unit pursuant to the approved landscaping plan, but in any event not less than ten thousand

($10,000) dollars, which deposit shall be released to pay for the costs of installing such landscaping. To the extent that the deposit earns interest, the interest shall be paid to the Owner of the Unit at such time as the landscaping of the Unit has been completed pursuant to the approved landscaping plan; provided, the Developer shall not be required to maintain the deposit in an interest bearing account or to otherwise generate a return on the deposit.

All landscaping plans must respect existing trees, particularly mature specimens. All areas disturbed during construction must be re-vegetated to blend with the non-disturbed landscape. To enhance the existing natural landscape, additional vegetation should complement native species and be compatible with existing environmental and ecological conditions. The added plantings should be grouped informally and maintained carefully. While some formal or exotic specimen gardens and landscaping which are less natural in appearance may gain approval, these landscapes must be screened from the general view by surrounding areas. The screening itself must be unobtrusive.

Landscaping plans must contain at a minimum the following:

- A minimum of six canopy trees. These trees shall have a diameter of at least 3 inches. The canopy trees shall be suitable for the area and have green summer foliage. Maple trees are the preferred hardwood species.
- Understory trees to be planted at the perimeter of the Unit or adjacent to the dwelling.
- Bedding plant material (e.g., shrubs and ground cover) that can include a range of available hardy species.
- Evergreen trees may be used as accents or screens but cannot inhibit site lines from front porches.
- Planting around a dwelling should, ideally, be massed in critical locations rather than merely stretched along the foundation. Plantings should be placed away from the dwelling at entrances and other key spots to enhance the architectural features of the dwelling. Foundation plantings are acceptable if done carefully and in moderation.
- Planting at or near property lines must be coordinated with neighboring properties to create a natural flow of planting from property to property.
- Grass shall be predominately Kentucky Bluegrass.

Each Owner shall have onsite topsoil tested for suitability, fertility and general physical properties. Onsite topsoil shall be supplemented as required for its intended landscape use. Topsoil for shrub beds and tree plantings shall be supplied from offsite sources.

All planting stock shall be nursery grown in accordance with good horticultural practice. Plants shall be free of disease, insects, eggs, larvae and defects such as knots, sunscald, injuries, abrasions or disfigurement. They shall be sound, healthy and vigorous, of uniform growth, typical of the species and variety, well-formed, free from irregularities, with the minimum quality conforming to the American Standard for Nursery Stock.

Plants shall be exceptionally heavy, symmetrical and tightly knit. They shall also be unquestionably superior in form, branching, compactness and symmetry.

Balled and burlapped plants shall have a firm, natural ball of earth of sufficient diameter and depth to encompass the fibrous and feeding root systems necessary for full recovery of the plant. Balls shall be securely wrapped with burlap and bound with cord. Ball sizes shall meet the requirements of ANSI Z60.1. Plants furnished in containers shall have the roots well established in the soil mass and shall have grown in the container for at least one growing season. Containers shall be large enough to provide earth-root mass of adequate size to support the plant tops being grown. Plants, other than ground covers, over-established in the container, as evidenced by pot-bound root ends, will not be accepted.

(7) No above ground swimming pools shall be erected or maintained on any Unit. No outdoor above ground jacuzzis, hot tubs or similar device shall be located or maintained on a Unit without the prior written approval of the Developer. The size, configuration, location and exterior appearance of any in-ground swimming pool, jacuzzi, hot tub or similar device shall be subject to the Developer's prior written approval.

(8) No fence, wall or hedge of any kind shall be erected or maintained on any Unit without the prior written approval of the Developer. No fence, wall or hedge shall be located nearer to any front lot line than is permitted for dwellings under paragraph (3) of subsection C of this Section 3. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No chain link fences shall be permitted on any Unit. Notwithstanding the foregoing, a temporary fence, wall or hedge may be erected on a Unit on which a model home is located provided that any such temporary fence, wall and/or hedge promptly is/are removed once the home ceases to be used as a model home. Fences, where required, should be an extension of the architecture and architectural materials of the dwelling. No fencing in wetlands and natural feature setbacks is permitted. Fencing, when permitted, must be further masked by natural planting.

(9) All chimneys shall be brick or natural stone. No prefabricated chimneys, whether aluminum, metal or other material, shall be installed or maintained for any purpose, including without limitation for fireplaces, furnaces, heaters or stoves. Chimney flues must be clay or comparable. The Developer contemplates that the chimney for each dwelling in the Development shall be different. Pursuant to Township Ordinance, chimneys shall extend higher than adjacent roof lines.

(10) Dog pens or runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by the Developer and the appropriate governmental entity relative to the location and design of fencing or other structures. Any such pen or run must be kept in a clean and sanitary condition at all times.

(11) All driveways shall be paved with bituminous pavement, pre-cast paver blocks or brick pavers, and shall be completed prior to occupancy. No concrete or gravel driveways are allowed. No front or rear entrance garages shall be erected or maintained (i.e., all garages shall be side entry), and all garages shall be attached to the main dwelling and be designed to accommodate a minimum of two (2) cars. No driveway for a Unit shall be located within five (5) feet of the side Unit line of the Unit measured commencing from the point of intersection of the driveway and the right-of-way on which it fronts; provided, however, if the driveway which services an adjacent Unit is located on the same side of the home which is located on the subject Unit as the driveway servicing the subject Unit (i.e., the driveway on the subject Unit is side-by-side with the driveway servicing the adjacent Unit), the driveway

located on the subject Unit shall not be located within ten (10) feet of the side Unit line of the Unit. The maximum grade of a driveway shall not exceed 10%. The maximum width of driveway hard surfaces, excluding parking areas immediately adjacent to the garages, should not exceed twelve (12) feet. Where driveways intersect streets, a transitional apron between the road and driveway is required. In no event may any driveway come off of White Lake Road.

(12) No single-level flat roofs shall be permitted on the entire main body of any dwelling, building or other structure, including outbuildings. Flat roofs may be installed over Florida rooms, porches or patios, and tasteful flat roofs may be installed on multiple levels of a dwelling, but only if the same are approved by the Developer. The minimum pitch of any roof shall be 6/12 (vertical/horizontal). No white, silver, gray, red or other off-white or similar shade roofs or bright colored roofs shall be permitted. Major elements of the dwelling, such as dormers, chimneys or skylights, should be an integral part of the roof. Plastic bubble skylights are prohibited.

(13) Basketball hoops with translucent backboards may be permitted with the prior written approval of the Developer and only in the back or side of a dwelling or garage, and then only if appropriately screened by landscaping or otherwise so as not to be visible from other Units or the road.

(14) No signs, including "for rent," "for sale," architect, builder, contractor, landscaper, landscape architect or other signs shall be erected or maintained on any Unit except as follows:

(a) During the construction of a dwelling, a sign may be erected so as to identify the lot number of the Unit and the name of the builder, but only if the Developer provides written authority for the erection of the sign. The Developer may withhold such authority in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer, and may be required to include the Developer's logo and shall contain all requirements as may be contained in the design guideline of the Developer.

(b) A street address sign may be erected in connection with the construction of a dwelling on a Unit, but only if the Developer provides written authority for the erection of the sign. The Developer may withhold such authority in its sole discretion, unless the same is required by the appropriate governmental authority. The size, content, location and color of the sign shall be specified by the Developer.

(15) No external air conditioning unit shall be placed in or attached to a window or wall of any structure or building. No compressor or other component of an air conditioning system, heat pump or similar system shall be visible from the road; provided, however, that with respect to a newly constructed home or a newly installed air conditioning system, heat pump or similar system, the owner shall be afforded a reasonable opportunity (but in no event more than one hundred twenty (120) days) to install landscaping for purposes of screening said air conditioning system, heat pump or similar system before there shall be deemed to be a violation of this provision. To the extent reasonably possible, external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Units in the Development in terms of noise or view. The Developer shall have conclusive authority to determine whether a system complies with the foregoing requirements.

(16) To the extent deemed appropriate by the Developer in its sole discretion, the requirements and restrictions set forth herein relative to the front of any Unit shall be deemed to apply

to the rear and side of any Unit, so that no unsightly or inappropriate condition or structure may be seen from the road or other Units.

(17) All mailboxes and street address designations shall be subject to the approval of the Developer. Mailboxes shall be clustered if the Developer elects to do so and of a uniform style and type.

(18) All utility lines and related utility equipment shall be installed underground. Utility connections from main service lines to dwellings should be designed to minimize disruption of the site and existing vegetation. All utility boxes should be screened so as to minimize their visual impact from the dwelling in the Unit, adjacent Units and road rights-of-way.

(19) Yards and terraces should be designed to be an extension of the architecture, while also responding to the land form. Units located at the higher elevations will need to aesthetically consider the undersides of decks and terraces as well as their surfaces. Natural materials, such as stone walls, should be used as a transition to more contained, man-made landscapes set among the open spaces.

(20) Outdoor lighting shall be approved by the Developer and should take into consideration protecting neighboring properties from bright light sources. No flood lighting will be permitted. The lighting plan submitted for review shall provide that illumination is directed downward and only bright enough to provide for the safe traverse of steps and paths. Ornate lighting, such as tree uplights, colored lights and the like, is not permitted.

(21) Hard surface areas of driveways, sidewalks, paths, patios and the like shall have a dull, non-reflective surface and the color of such surfaces shall blend with the natural surroundings.

(22) All newly grassed, landscaped or re-vegetated areas within the Unit shall be irrigated and operated with an automatic timer system.

C. <u>Requirements, Restrictions and Regulations Relative to Construction Activities</u>.

The Developer hereby reserves the right to establish and enforce such rules and regulations relative to the performance of construction activities within the Development (whether or not in connection with the construction, repair or maintenance of a residence or other structure) as the Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Development. Unless waived by the Developer in writing, the following rules, regulations, restrictions and requirements shall apply to any construction activities within the Development:

(1) All construction activities must be started within twelve (12) months of the time specified in the construction schedule submitted to and approved by the Developer pursuant to Section A of this Section 3. Prior to commencement of construction the Owner must obtain all permits or approvals required by the appropriate governmental authority.

(2) Once commenced, all construction activity shall be prosecuted and carried out with all reasonable diligence, and the exterior of all dwellings and other structures must be completed as soon as practical after construction commences and in any event within twelve (12) months after such

commencement, except where such completion is impossible or would result in exceptional hardship due to strikes, fires, national emergencies or natural calamities.

(3) Except in case of an emergency involving the risk of human life, physical injury or substantial property damage, no construction activities shall be carried on within the Development between the hours of 7:00 p.m. and 7:00 a.m. on any day, nor at any time on a legal holiday or on Sundays, whether or not done indoors; provided, construction activities may be permitted on Saturdays with the prior written permission of the Developer, which permission the Developer may grant or withhold in its sole discretion. Construction activities shall be deemed to exclude general repair work performed solely by the owner of a Unit.

(4) Except as provided in paragraph 10 of subsection D of this Section 3, all landscaping must be completed as soon as weather permits but in no event later than one hundred twenty (120) days after initial occupancy of the dwelling or, in the case of speculative or unsold homes, within one hundred twenty (120) days after the exterior of the dwelling has been (or with due diligence should have been) substantially completed.

(5) The following requirements shall apply to the construction of structures within the Development, which requirements shall be in addition to and not in lieu of other requirements set forth in this Master Deed or established pursuant to the terms of this Master Deed:

(a) No building or structure shall be constructed on any Unit in the Development unless prior to the commencement of construction thereof the Owner and the general contractor or builder thereof enter into an agreement in form and substance acceptable to the Developer whereby they agree to: (i) maintain a dumpster on the Unit during the course of construction; (ii) deposit all trash, garbage, scraps and other disposable items therein; (iii) keep the Unit in a sightly and clean condition during the course of construction; (iv) remove from the Unit the dumpster and all trash, garbage, scraps or other debris arising during such construction activities and otherwise restore the Unit to a sightly and clean condition promptly after completion of construction; and (v) to the extent possible, keep all dirt, mud and other debris from accumulating on any road during and after the course of construction, including by cleaning or sweeping the road at intervals specified by the Developer and by cleaning the road again upon completion of construction. The Developer shall have the authority to determine whether or not an owner or an owner's general contractor or builder is in compliance with the foregoing requirements and obligations.

(b) If for any reason the Developer does not require the execution of such an agreement, each Owner of a Unit and the general contractor or builder of any structure on a Unit nevertheless shall observe and perform the requirements and obligations set forth in this paragraph.

(c) The Developer shall have the right to require an Owner or any general contractor or builder retained by such Owner to post as security for its obligations hereunder a cash deposit in the amount of one thousand five hundred ($1,500) dollars. Such requirement may be made as a condition precedent to the commencement of construction or may be imposed by the Developer at any subsequent time. The deposit shall be held by the Developer and need not be segregated by the Developer, although the Developer shall maintain separate records with respect to the disposition thereof. In no event shall interest be payable with respect to the deposit, whether or not the Developer earns interest thereon.

(d) In the event that the Owner, general contractor or builder fails to observe or perform any obligation under this paragraph or under any agreement called for in this paragraph, the Developer shall have the right (but not any obligation) to enter upon the Unit and correct or rectify such failure, including by installing or relocating a dumpster, disposing of debris and sweeping or otherwise cleaning a road. The Developer shall be entitled to be reimbursed by the Unit owner and the general contractor or builder for all costs incurred by the Developer in connection with correcting or rectifying such failure, which reimbursement may be deducted from the aforementioned deposit or may be billed by the Developer to the Unit owner, which bill shall be payable by the Unit Owner within five (5) days after the submission thereof.

(e) The Developer intends, but is not in any way obligated, to provide as much advance notice as is reasonably feasible (but in no event more than five (5) days advance notice) prior to taking any corrective or rectifying action under this paragraph which would entail an expense in excess of three hundred fifty ($350) dollars. If dirt, mud or debris accumulates on a road and could be attributable to construction activities on more than one Unit, the Developer shall have the right in its sole discretion to determine the extent to which the same is attributable to each Unit, and to apportion the cost of and responsibility for cleaning, sweeping or otherwise removing the mud or debris among the relevant Units.

(f) The location of the dumpster required under this paragraph shall be depicted on the final site plan submitted under subsection A of this Section 3, and shall be subject to the Developer's approval. The Developer intends to approve only locations that render the dumpster as unobtrusive as reasonably possible.

(6) No trees measuring three (3") inches or more in diameter at ground level may be removed without the prior written approval of the Developer. Prior to commencement of construction, each Unit Owner shall submit to the Developer for its written approval, a plan for the preservation of trees in connection with the construction process. Any trees measuring three (3") inches or more in diameter at ground level which are removed or destroyed in the construction process, either intentionally or accidentally, shall be replaced with trees of the same sort and size unless the Developer waives such requirement in its sole discretion. It shall be the responsibility of each owner of a Unit to maintain and preserve all such trees on the Unit, which responsibility shall include welling trees, if necessary. No grading shall take place within the drip line of trees that are being preserved and sensitive root systems falling within the drip line must be protected. Temporary fencing may be required at the drip line to help prevent alteration of grades and damage to branches and foliage by equipment during construction. It may in some cases be necessary to provide retaining structures to protect trees and maintain grade near adjoining roads or other graded areas so that the following are addressed: roots are not exposed; fill is not placed against the trunk of trees; retaining structures are natural in appearance, such as by way of example, natural stone, brick to match the dwelling or decorative segmented block walls with a cap stone cover; and grading produces graceful contours with no sharp angles.

(7) All construction activities on the premises shall be subject to the "construction guidelines" produced by the Developer and any violation of the construction guidelines shall constitute a violation of these Bylaws.

D. Additional Restrictions and Regulations.

In addition to the other restrictions or regulations specified above, the restrictions and regulations set forth in paragraphs 1 through 10 below shall apply to each Unit in the Development and any Owner or occupant thereof.

(1) Upon sale or conveyance to individual purchasers, all Units in the Development shall be used only for single family residential purposes. For the purposes of this Master Deed, single family residential purposes shall be deemed to include a Unit Owner, a Unit Owner's spouse, Unit Owner's parent(s), and the Unit Owner's children, but shall not include multiple family Units, even if one or more members of each family have an ownership or other interest in the Unit. Except as specifically permitted herein, no building or structure shall be erected, altered, placed or permitted to remain on any Unit other than one (1) detached single family dwelling, the height of which shall not exceed two and one-half stories. For purposes of the preceding sentence, the Developer shall have the sole and exclusive authority to determine from where the height is measured. Each dwelling shall include an attached garage, and may include such outbuilding, or other accessory structure as the Developer may approve in writing. No part of any dwelling or other structure shall be used for any activity normally conducted as a business, trade or profession; provided, however, this prohibition shall not apply to (a) maintaining a professional library in a dwelling (b) keeping personal records or transacting personal business in a dwelling, or (c) participating in personal, business or professional telephone calls or correspondence in a dwelling.

(2) No building or structure of a temporary character shall be placed upon any Unit at any time; provided, however, that this prohibition shall not apply to shelters approved by the Developer and used by a contractor during the construction of Development improvements or a dwelling, although no such temporary shelter shall be used at any time as a residence or be permitted to remain on a Unit after substantial completion of construction.

(3) No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house or other similar structure shall be placed on any Unit at any time, either temporarily or permanently.

(4) No trailers, trucks, pick-up trucks, boats, boat trailers, aircraft, commercial vehicles, campers or other recreational vehicles or other vehicles except passenger cars or mini-vans, shall be parked or maintained on any Unit unless in a suitable private garage which is built in accordance with the restrictions set forth herein. No abandoned, inoperable or seldom used passengers cars or mini-vans shall be parked or maintained on the driveway of any Unit for any extended period of time, it being intended that only vehicles in active use will be parked on driveways or otherwise maintained outside of a private garage. No off-road or all terrain motorcycles, snowmobiles or like vehicles designed primarily for off-road use shall be used, maintained or operated in the Development. No parking on the roads within the Development shall be permitted unless approved by the Township Fire Marshall. Garage doors shall be kept closed, unless when ingressing and egressing.

(5) Each Owner shall maintain his/her/their Unit and lawn, garden, landscaping or structure thereon in good and attractive condition to the end that such presents an excellent appearance from the road and other Units. Each Owner of a Unit shall prevent the development of any unclean, unsightly or unkept conditions of buildings or grounds on such Unit which might negatively affect the beauty or attractiveness of the neighborhood as a whole or the specific area. Such obligation shall apply whether or not the Owner has constructed a dwelling on the Unit. As soon as practical after

purchasing a Unit from the Developer, a Unit Owner shall remove all dead or seriously diseased trees from the Unit. Each Unit Owner shall promptly remove any trees that die or become seriously diseased thereafter. Trees removed by a Unit Owner shall be replaced with a comparable tree unless otherwise approved in writing by the Developer.

(6) No mowing, sweeping, leaf gathering, gardening, fertilizing or other lawn maintenance activities shall be performed or permitted on Saturdays, Sundays or legal holidays. Such activities may be conducted on other days only between the hours of 8:00 a.m. and 6:00 p.m. The watering of a lawn or garden by sprinkler system or typical garden hose shall not be deemed to be lawn maintenance activities for the purposes of this paragraph.

(7) No animals or fowl (except household pets) shall be kept or maintained on any Unit, and household pets shall be confined to the Unit. Pets causing a nuisance or destruction shall be restrained or removed from the Development.

(8) No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit without the prior written approval of the Developer.

(9) No noxious or offensive activity shall be conducted upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. This restriction shall include without limitation the burning of trash, leaves or other debris on a Unit. There shall not be maintained any animals or device or thing of any sort whose normal or customary activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other property in the neighborhood.

(10) The Developer, and the Association upon termination of the Development and Sales Period, reserves the right to enter (or have designees enter) upon any Unit for the purpose of mowing, removing, clearing, cutting or pruning any underbrush, weeds or other unsightly or inappropriate growth which in the sole discretion of Developer detracts from the overall beauty, setting or safety of the Development. The Owner of the Unit shall be obligated to reimburse the Developer for the cost of any such activities. Such entrance or other action as aforesaid shall not be deemed a trespass. The Developer and its designees likewise may enter upon a Unit to remove any trash or debris which has collected or accumulated on such Unit at the Unit Owner's expense and without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as imposing any obligation on the Developer to mow, clear, cut or prune any Unit, or to provide garbage or trash removal services.

E. Standard for Developer's Approvals; Exculpation from Liability.

(1) In reviewing and passing upon the plans, drawings, specifications, submissions and other matters to be approved or waived by the Developer under this Section 3, the Developer intends to ensure that the structures and other features embodied or reflected therein meet the requirements set forth in this Section 3; however, the Developer reserves the right to waive or modify such restrictions or requirements pursuant to subsection F of this Section 3. In no event shall a waiver or other grant of relief by the Developer as to one Unit entitle any other Unit Owner to a waiver or other relief, whether or not the waiver or relief sought is similar to the waiver or relief granted the other Unit Owner.

(2) In addition to ensuring that all buildings, structures and improvements comply with the requirements and restrictions of Section B, the Developer or its assignee shall have the right to base its approval or disapproval of any plans, designs, specifications, submissions or other matters on such other factors, including completely aesthetic considerations, as the Developer or its assignee in its sole discretion may determine appropriate or pertinent. The Developer currently intends to take into account the preservation of trees and of the natural setting of the Development in passing upon plans, designs, drawings, specifications and other submissions. Except as otherwise expressly provided herein, the Developer or the Association, as the case may be, shall be deemed to have the broadest discretion in determining what dwellings, fences, walls, hedges or other structures will enhance the aesthetic beauty and desirability of the Development, or otherwise further or be consistent with the purposes for any restrictions.

(3) In no event shall either the Developer (or the members, agents, employees or consultants thereof) or any member of the Board of Directors of the Association or any committee established for architectural review purposes have any liability whatsoever to anyone for any act or omission contemplated herein, including without limitation the approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, hedges or other structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example, neither the Developer nor any member of the Board of Directors of the Association or any committee established for architectural review purposes shall have liability to anyone for approval of plans, specifications, structures or the like which are not in conformity with the provisions of this Master Deed, or for disapproving plans, specification, structures or the like which arguably are in conformity with the provisions hereof. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer or any other person for any decision of the Developer (or alleged failure of the Developer to make a decision) relative to the approval or disapproval of a structure or any aspect or other matter as to which the Developer reserves the right to approve or waive under this Master Deed.

(4) The approval of the Developer (or its assignee, as the case may be) of a structure or other matter shall not be construed as a representation or warranty that the structure or matter is properly designed or that it is in conformity with the ordinances or other requirements of the Township or any other governmental authority. Any obligation or duty to ascertain any such non-conformities, or to advise the owner or any other person of the same (even if known), is hereby disclaimed.

F. Developer's Right to Waive or Amend Restrictions and Regulations.

Notwithstanding anything herein to the contrary, the Developer reserves the right to approve any building, structure, improvement, or activities otherwise proscribed or prohibited hereunder, or to waive any rule, regulation, restriction or requirement provided for in this Master Deed, if in the Developer's sole discretion such is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Development and the Units therein, or to relieve the owner of a Unit or a contractor from any undue hardship or expense. In no event, however, shall the Developer be deemed to have waived or be estopped from asserting its right to require strict and full compliance with all the rules, regulations, restrictions and requirements set forth herein, unless the Developer indicates its intent and agreement to do so in writing and, in the case of an approval of nonconforming building, structures or improvements, the requirements of paragraph 2 of subsection A of this Section 3 are met. Notwithstanding the foregoing, if the Developer's rights to approve structures or other activities are assigned or otherwise transferred to the Association and the members of such Committee are appointed by the Association, such Committee shall not have the authority to waive any specific and objective restrictions explicitly set forth or established in this Master Deed in its sole discretion, but shall have the right to waive the same if, in the reasonable

judgment of a majority of the members of the Committee, the waiver (a) is reasonable under all of the circumstances, (b) will not create undue hardship on other Unit owners, and (c) will not frustrate the basic intent of this Master Deed to ensure that the Development remains a first class, luxury residential development.

Section 4. Architectural Processing Fee. At the time any Unit Owner submits plans or other documents for approval pursuant to the foregoing provisions of this Master Deed, the Unit Owner shall pay the Developer the sum of three hundred fifty dollars ($350.00), which the Developer shall retain as a fee for the costs of architectural control activities.

Section 5. Rules and Regulations. It is intended that the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by the Association, including the period of time prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners.

Section 6. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, 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 Project as may be reasonable to enable development and sale of the entire Project by Developer; and may continue to do so after termination of the Development and Sales Period.

(b) Enforcement of Bylaws. The Condominium Project 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 Owners and all persons interested 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 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 Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.

Section 7. Right of First Refusal. Until such time as an occupancy permit has been issued with respect to a dwelling on a Unit, the Developer shall have a right of first refusal to purchase any Unit on the same terms and conditions as the Unit Owner is offering to any other prospective purchaser. Prior to selling a Unit, a Unit Owner shall provide the Developer with written notice of the proposed sale, including all terms and conditions thereof. The Developer shall have twenty (20) days thereafter to advise the Unit Owner in writing as to whether or not it intends to exercise his/her/their right of first refusal. If it fails or declines to exercise its right of first refusal, the Unit Owner may proceed to sell the Unit on the same terms and conditions as were stated in the notice. Any change in the terms and conditions of a proposed sale shall require that the Unit Owner give new notice to the Developer of the proposed sale. In any event, any purchaser shall acquire the Unit subject to the Developer's right

of first refusal with respect to any future sale. If the Developer indicates its intention to exercise its right of first refusal, the Unit Owner shall promptly provide the Developer with an appropriate title insurance commitment in the amount of the proposed purchase price for the Unit, confirming that the Unit Owner can grant the Developer good and marketable title. Closing shall occur within twenty (20) days of the date the Developer and the Unit Owner receive a satisfactory title commitment. The right of first refusal granted herein shall not apply to the sale of the Unit by a builder who has commenced constructions of a home on such Unit.

Section 8. Wetlands. Certain portions of the land within the Condominium are wetlands which are protected by federal and state law. Under the provisions of the Wetland Protection Act, Public Act no. 59 of 1995, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Department of Environmental Quality or its administrative successor. The penalties specified in the Wetland Protection Act are substantial. In order to assure no inadvertent violations of the Wetland Protection Act occur, no Co-owner may disturb the wetlands shown on the Condominium Subdivision Plan without first obtaining: (1) written authorization of the Association; (2) any necessary municipal permits and compliance with the Independence Township Wetlands Ordinance and Natural Feature Setback Ordinance; and (3) any necessary state permits. The Association may assess fines and penalties as provided for in these Bylaws for violation of this Section. No swimming, fishing, boating, ice skating or other such recreational use of the wetlands shall be permitted. No fertilizers, chemicals, mowing or yard wastes shall be used in the wetlands or within the Natural Feature Setback. No clearing, trimming or cutting of trees or vegetation from the wetlands shall be permitted.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

VOTING

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

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

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

Section 4. Quorum. The presence in person or by proxy of 35% the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Notwithstanding the foregoing, the quorum shall be reduced to 25% of the Co-owners qualified to vote for any adjourned meeting as is provided in Section 6 of Article IX below, except when voting on questions specifically required by the Condominium Documents to require a greater quorum.

Section 5. 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 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth.

ARTICLE IX

MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when

not otherwise in conflict with the Condominium Documents (as defined in the Master Deed) or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units that may be created in Park Ridge at Stonewood determined with reference to the recorded Consolidating Master Deed have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

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

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

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

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

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

Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

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

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

Section 10. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed 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.

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 3 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members and shall continue to be so comprised unless enlarged to five members in accordance with the provisions of Section 2 hereof. All Directors must be members of the Association, or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board may be increased in size from three persons to five persons, as the Developer, in its discretion, may elect. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one of the Directors shall be selected by non-developer Co-owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification by the Co-owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as he owns at least 10% of the Units in the Project. Such Developer designee, if any, shall be one of the total number of directors referred to in Section 1 above and shall serve a one-year term pursuant to subsection (iv) below. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum

election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board of Directors.

(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 subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 Director as provided in subsection (i).

(iv) At the First Annual Meeting two (or three) Directors shall be elected for a term of two years and one (or two) Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two (or three) persons receiving the highest number of votes shall be elected for a term of two years and the one (or two) persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two or (two or three) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for either one or two of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the General Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.

(h) To make rules and regulations in accordance with Article VI, Section 3(F)(5) of these Bylaws.

(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 shall initially be the Developer or any entity related thereto at a fee of fifteen (15%) percent of the total Association annual budget or as otherwise stated in the management agreement, and for a term of three (3) years unless terminated as provided below and in the Act. The management agent shall perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 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 50% of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4 and shall not be reduced. 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 time to time in its

sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

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

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

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

Section 15. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than sixty percent (60%) of the Co-owners; provided, however, the Board of Directions of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be

held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than sixty percent (60%) of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

ARTICLE XII

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law;

provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (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 days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers and directors liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

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

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

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

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

ARTICLE XVII

DEFINITIONS

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

ARTICLE XVIII

COMPLIANCE

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

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

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

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

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

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, or at a special meeting called for such purpose, 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. Twenty-Five Dollars ($25.00) fine.

(c) Third Violation. Fifty Dollars ($50.00) fine.

(d) Fourth Violation and Subsequent Violations. One Hundred Dollars ($100.00) fine.

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

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XXII

SEVERABILITY

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

EXHIBIT A-1

PHOTOGRAPHS OF ARCHITECTURAL STYLE

EXHIBIT 1A

Example

Park Ridge [illegible]

1A-1

Example
Park Ridge [illegible]
1A-2

Example
Park Ridge
1A-3

[illegible]ION: [illegible]ER O[illegible]S

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

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1215
EXHIBIT B TO THE MASTER DEED OF
PARK RIDGE AT STONEWOOD

INDEPENDENCE TOWNSHIP, OAKLAND COUNTY, MICHIGAN

ENGINEER AND SURVEYOR

KIEFT ENGINEERING INC.
5852 SOUTH MAIN STREET
CLARKSTON, MICHIGAN 48346
PH (248) 625-5251

PROPERTY DESCRIPTION

[illegible] COUNTY, MICHIGAN, [illegible]°37'20"W [illegible] THE CENTERLINE [illegible]LINE TO A POINT [illegible] S 88°55'05"W [illegible]T FROM THE SOUTHEAST [illegible] ON A CURVE TO THE [illegible] AN ARC DISTANCE OF [illegible] N 42°34'46"E [illegible]TH N 83°28'25"W [illegible] TH ON A CURVE TO [illegible] FT) AN ARC DISTANCE [illegible]; TH N 32°09'54"W [illegible] TH S 47°00'00"W [illegible] TH N 74°41'24"W [illegible] TH S 89°35'59" E [illegible]; TH S 58°09'35"E [illegible] TH S 27°58'25"W [illegible]24'50", LC= [illegible]'35"W 570.02 FT; [illegible], LC=S 29°30'27"W [illegible]. CONTAINING 41.504 ACRES.

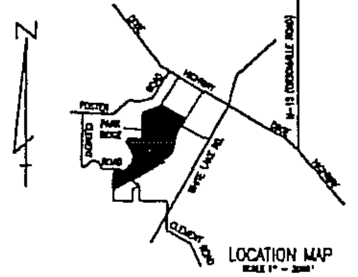
DEVELOPER

THE PARKS AT STONEWOOD, L.L.C.
27400 NORTHWESTERN HIGHWAY
SUITE 400
SOUTHFIELD, MICHIGAN 48034

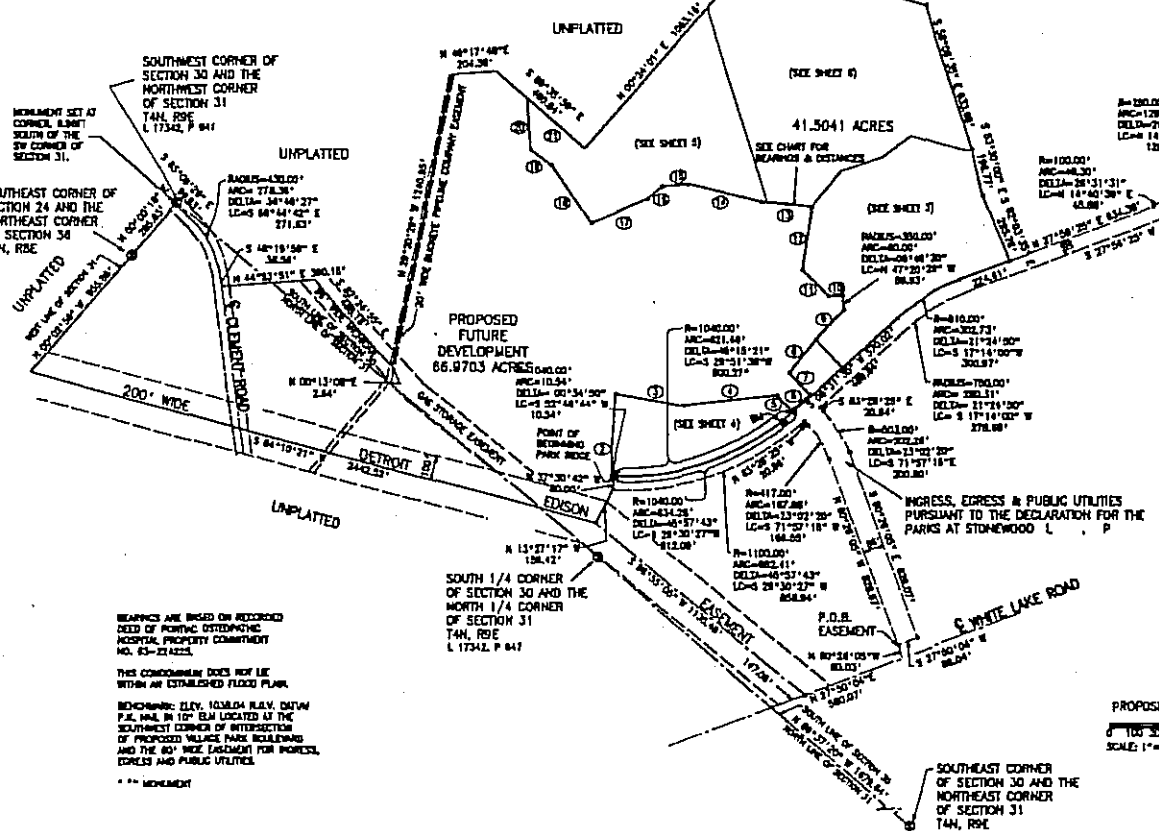
SHEET INDEX

1. TITLE, DESCRIPTION
2. COMPOSITE & SURVEY PLAN
3. SITE & UNIT PLAN (UNITS 1 THRU 12)
4. SITE & UNIT PLAN (UNITS 13 THRU 17)
5. SITE & UNIT PLAN (PARK)
6. SITE & UNIT PLAN (PARK)
7. UTILITY PLAN (UNITS 1 THRU 12)
8. UTILITY PLAN (UNITS 13 THRU 17)
9. COORDINATE, CURVE & AREA CHART

PROPOSED 10-25-99



NO.	BEARING	DISTANCE		NO.	BEARING	DISTANCE
1	N 37 30 42 W	80.00		13	S 54 52 18 W	206.36
2	N 36 58 51 W	343.00		14	S 62 41 22 W	318.62
3	N 30 23 17 E	282.18		15	S 47 00 00 W	106.75
4	N 42 34 46 E	382.35		16	S 10 00 00 W	81.51
5	S 83 28 23 E	88.50		17	S 25 40 03 W	282.53
6	N 08 31 35 E	100.00		18	N 74 41 21 W	288.88
7	N 83 28 23 W	118.83		19	S 88 00 00 W	108.15
8	N 03 30 56 W	178.78		20	N 46 01 24 W	217.18
9	N 02 18 07 E	171.08		21	S 89 35 38 E	318.77
10	S 47 34 10 W	58.00				
11	N 85 00 86 W	153.97				
12	N 32 08 54 W	284.80				



BEARINGS ARE BASED ON RECORDED DEED OF PONTIAC OSTEOPATHIC HOSPITAL PROPERTY COMMITMENT NO. 63-224223.

THIS CONDOMINIUM DOES NOT LIE WITHIN AN ESTABLISHED FLOOD PLAIN.

BENCHMARK: ELEV. 1038.04 N.G.V. DATUM P.K. NAIL IN 10" ELM LOCATED AT THE SOUTHWEST CORNER OF INTERSECTION OF PROPOSED VILLAGE PARK BOULEVARD AND THE 80' WIDE EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES.

• = MONUMENT

SURVEYOR'S CERTIFICATE

I, JAMES J. SCHARL A REGISTERED PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1215 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

10-25-99
DATE

JAMES J. SCHARL
PROFESSIONAL SURVEYOR
REGISTRATION NO. 19843
KIEFT ENGINEERING, INC.
5852 S. MAIN STREET
CLARKSTON, MICHIGAN 48346

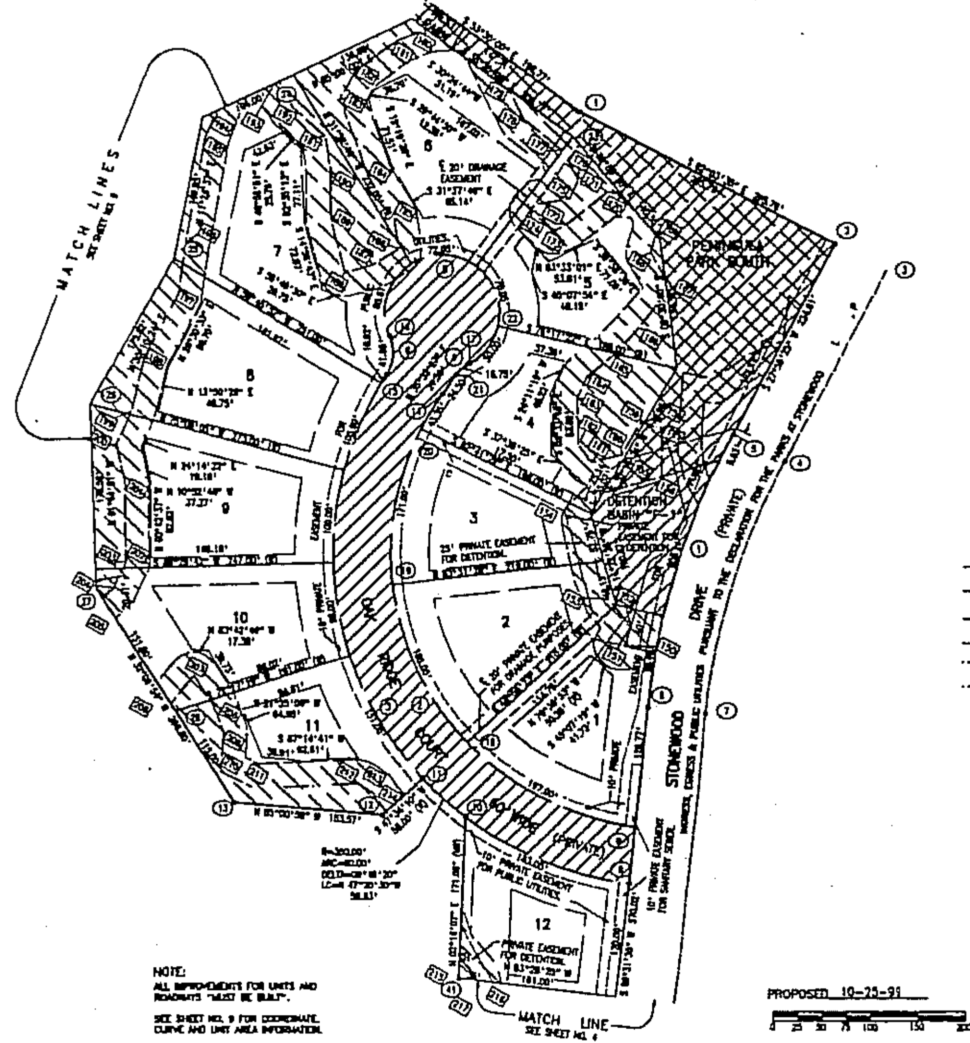
PROPOSED 10-25-99

SCALE: 1" = 200'

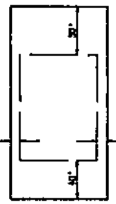
COMPOSITE & SURVEY PLAN

PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC. | SHEET 2 | KE 97447



NOTE: SIDEYARD WHEN FACING UNIT, UNITS 1-5 ARE 20 FT LEFT & 10 FT RIGHT, UNIT 6 IS 10 FT RIGHT & LEFT WETLANDS SETBACK, UNIT 7 IS 10 FT LEFT & RIGHT WETLANDS SETBACK, UNITS 8-11 ARE 20 FT RIGHT & 10 FT LEFT.



LEGEND

- LIMITS OF UNIT OWNERSHIP LINE
- LIMITS OF ROAD EASEMENT
- BOUNDARY LINES
- BUILDING SETBACK LINE
- LIMITS OF WETLANDS
- 25' NATURAL FEATURES SETBACK LINE
- COORDINATE POINT
- CURVE DATA
- (R) RADIAL LINE
- GENERAL COMMON ELEMENT
- NATURAL FEATURES SETBACK AREA
- MONUMENT

NOTE:
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT".

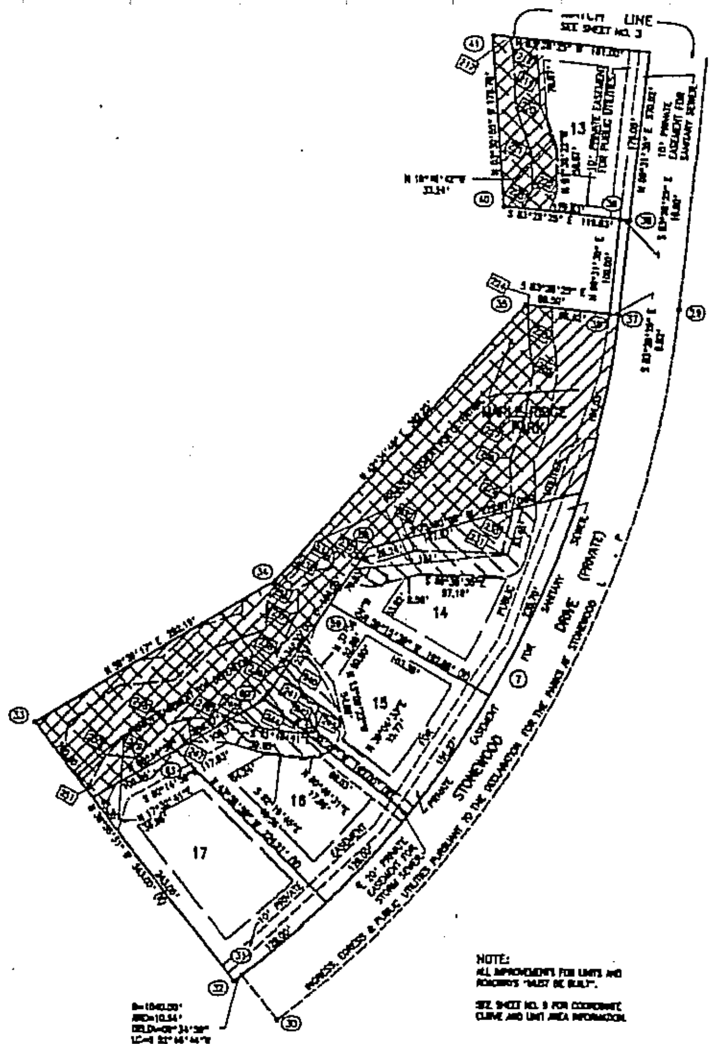
SEE SHEET NO. 9 FOR COORDINATE, CURVE AND UNIT AREA INFORMATION.

PROPOSED 10-25-91

SCALE: 1" = 50'

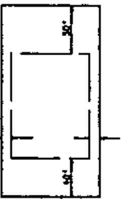
SITE & UNIT PLAN
PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC. | SHEET 3 | KE 97447



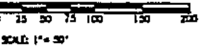
NOTE:
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT".

SEE SHEET NO. 9 FOR COORDINATE, CURVE AND UNIT AREA INFORMATION.



LEGEND

- LIMITS OF UNIT OWNERSHIP LINE
- LIMITS OF ROAD EASEMENT
- BOUNDARY LINES
- BUILDING SETBACK LINE
- LIMITS OF WETLANDS
- 25' NATURAL FEATURES SETBACK LINE
- COORDINATE POINT
- CURVE DATA
- RADIAL LINE
- GENERAL COMMON ELEMENT
- NATURAL FEATURES SETBACK AREA
- MONUMENT

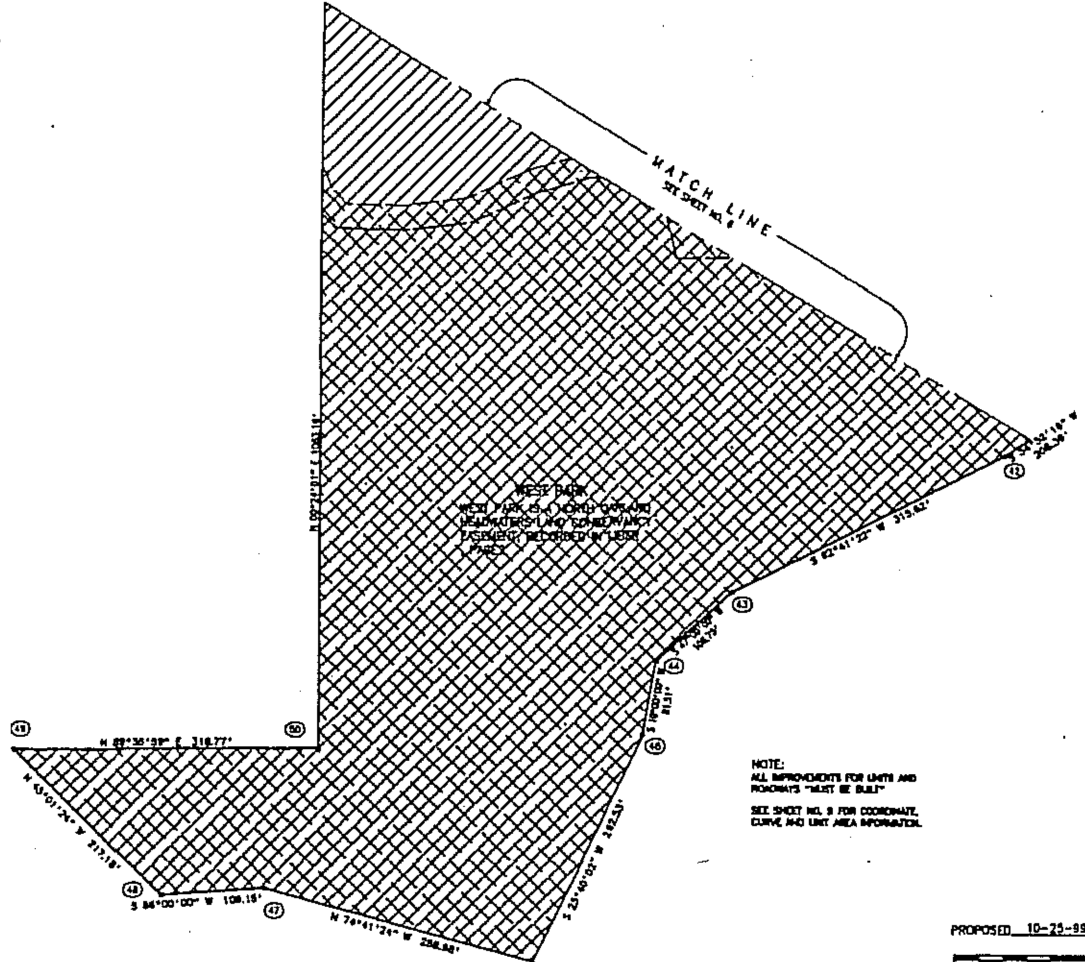


SITE & UNIT PLAN
PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC.

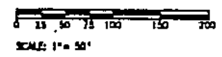
SHEET 4

KE 97447



LEGEND

LIMITS OF UNIT OWNERSHIP LINE
LIMITS OF ROAD EASEMENT
BUILDING SETBACK LINE
LIMITS OF WETLANDS
25' NATURAL FEATURES SETBACK LINE
MONUMENT
COORDINATE POINT
CURVE DATA
(R) RADIAL LINE



GENERAL COMMON ELEMENT
NATURAL FEATURES SETBACK AREA

NOTE:
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT"

SEE SHEET NO. 9 FOR COORDINATE, CURVE, AND UNIT AREA INFORMATION.

PROPOSED 10-25-99

0 25 50 75 100 150 200
SCALE: 1" = 50'

SITE & UNIT PLAN
PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC.	SHEET 5
	KE 97447

WEST PARK
WEST PARK IS A NORTH OAKLAND HEADWATERS LAND CONSERVANCY EASEMENT, RECORDED IN LIBER , PAGES

MATCH LINES
SEE SHEET NO. 5

MATCH LINE
SEE SHEET NO. 5

NOTE:
ALL IMPROVEMENTS FOR UNITS AND ROADWAYS "MUST BE BUILT".

SEE SHEET NO. 8 FOR COORDINATE, CURVE AND UNIT AREA INFORMATION.

LEGEND

- LIMITS OF UNIT OWNERSHIP LINE
- LIMITS OF ROAD EASEMENT
- BUILDING SETBACK LINE
- LIMITS OF WETLANDS
- 25' NATURAL FEATURES SETBACK LINE
- MONUMENT
- COORDINATE POINT
- CURVE DATA
- (R) RADIAL LINE
- GENERAL COMMON ELEMENT
- NATURE RESERVE AREA

PROPOSED 10-25-99

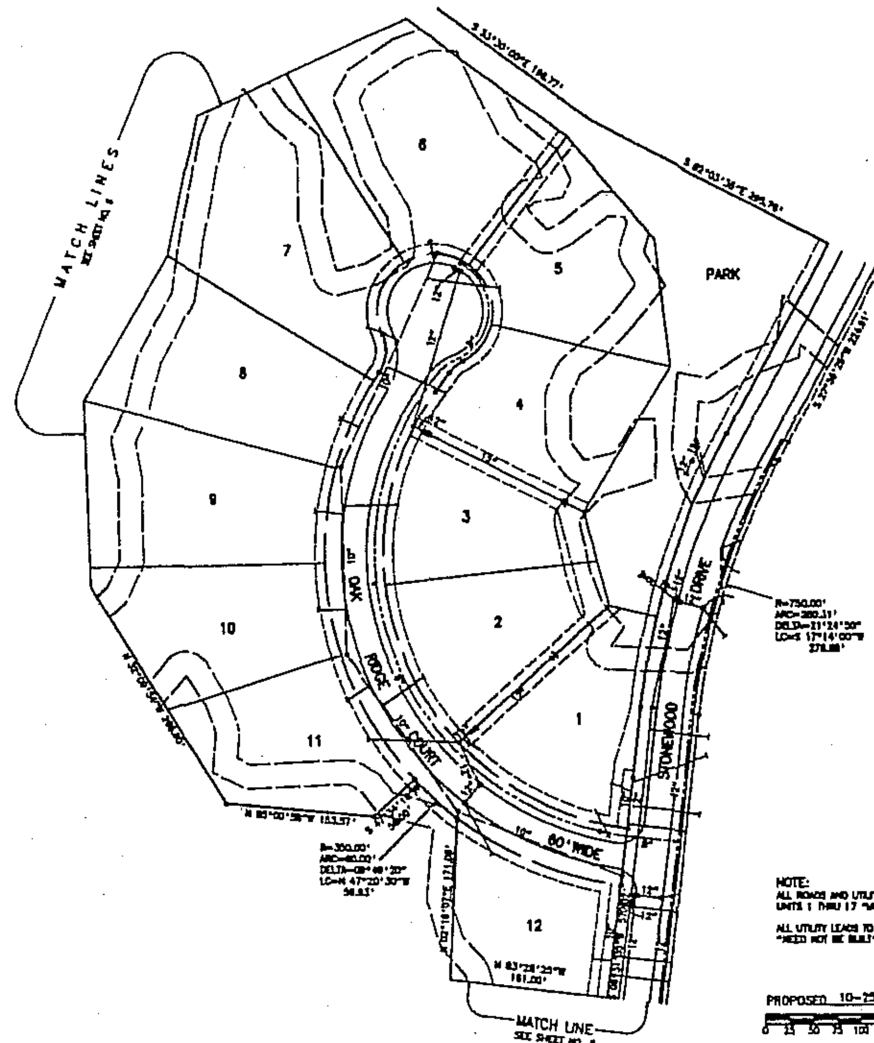
SCALE 1" = 50'

SITE & UNIT PLAN
PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC.

SHEET 6

KE 97447



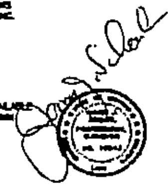
LEGEND

- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- MANHOLE
- CATCHBASIN & INLET
- GATE VALVE
- HYDRANT
- FL. END SEC.
- EDGE OF WETLANDS
- 25' NATURAL FEATURES SETBACK LINE
- LEACHING BASIN

UTILITY INFORMATION
SANITARY SEWER, STORM SEWER AND WATERMAIN LOCATIONS WERE TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING.

UNITS WILL BE SERVICED BY DETROIT EDISON – ELECTRIC, AMERITECH – TELEPHONE AND CONSUMERS POWER – GAS.

LOCATIONS OF GAS, ELECTRIC AND TELEPHONE WERE NOT AVAILABLE AT THIS TIME BUT WILL BE SHOWN ON "AS BUILT PLANS".



NOTE:
ALL ROADS AND UTILITY MAINS TO SERVICE UNITS 1 THRU 17 "MUST BE BUILT".

ALL UTILITY LEADS TO INDIVIDUAL UNITS "NEED NOT BE BUILT".

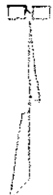
PROPOSED 10-25-99

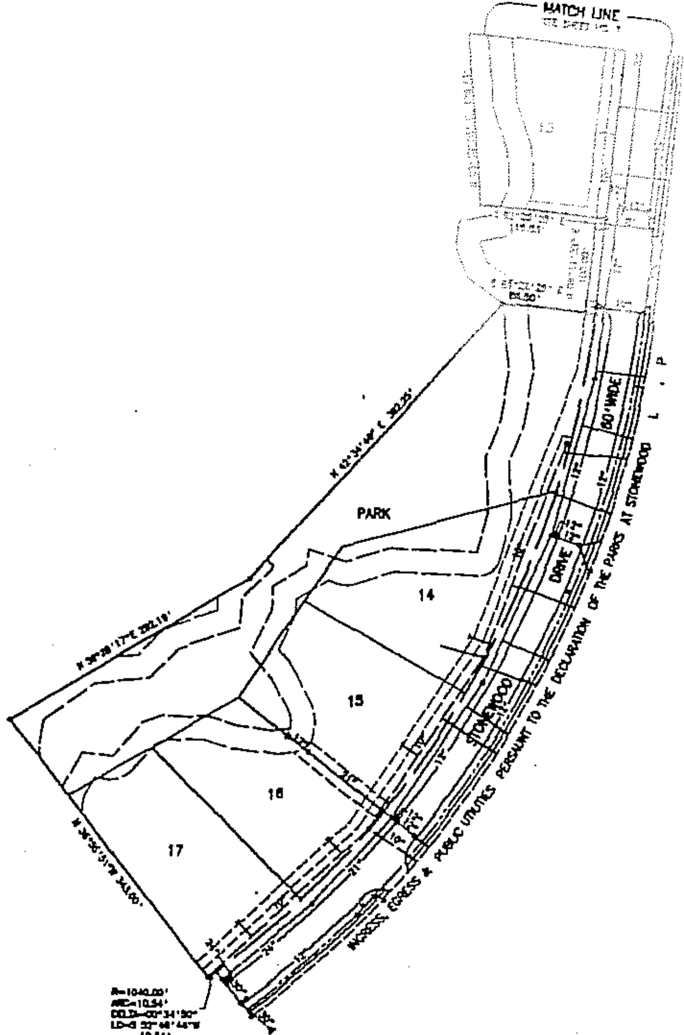
0 25 50 75 100 150 200

SCALE: 1" = 50'

UTILITY PLAN
PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC.	SHEET 7
	KE 97447





LEGEND

- SANITARY SEWER
- STORM SEWER
- WATERMAIN
- MANHOLE
- CATCHBASIN & INLET
- GATE VALVE
- HYDRANT
- FL. END SEC.
- EDGE OF WETLANDS
- 25' NATURAL FEATURES SETBACK LINE

UTILITY INFORMATION

SANITARY SEWER, STORM SEWER AND WATERMAIN LOCATIONS WERE TAKEN FROM ENGINEERING PLANS PREPARED BY KIEFT ENGINEERING.

UNITS WILL BE SERVICED BY DETROIT EDISON – ELECTRIC, AMERITECH – TELEPHONE AND CONSUMERS POWER – GAS.

LOCATIONS OF GAS, ELECTRIC AND TELEPHONE WERE NOT AVAILABLE AT THIS TIME BUT WILL BE SHOWN ON "AS BUILT PLANS".

NOTE:

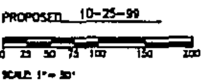
BONDS AND ALL UTILITY MAINS TO SERVICE UNITS 1 THRU 17 "MUST BE BUILT".

UTILITY LEADS TO INDIVIDUAL UNITS "NEED NOT BE BUILT".

PROPOSED 10-25-99

0 25 50 75 100 150 200

SCALE 1" = 50'



UTILITY PLAN
PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC.	SHEET 8
	KE 97447

NO.	DELTA	RADIUS	ARC	L. C. BEARING	L. CHORD
1	21°24'30"	810.00	302.73	N 17°14'00" E	300.87
2	117°14'21"	280.00	586.38	N 23°02'14" W	488.85
3	115°14'03"	350.00	703.92	N 24°35'38" W	591.14
4	25°34'58"	42.00	18.75	N 48°38'58" E	18.60
5	280°14'54"	60.00	277.77	N 71°10'02" W	88.30
6	38°14'35"	42.00	41.85	S 04°38'58" W	38.88
7	43°18'21"	1040.00	801.48	S 23°31'38" W	800.37

CURVE DATA

NO.	DELTA	RADIUS	ARC	L. C. BEARING	L. CHORD

UNIT C

NO	NORTH	EAST
1	447428.54	13373083.88
2	447288.88	13373348.31
3	447261.88	13373388.21
4	447083.13	13373282.88
5	447081.83	13373238.87
6	446804.07	13373150.88
7	446787.23	13372810.11
8	446878.12	13373138.38
9	446818.48	13373128.87
10	446888.51	13372982.74
11	446728.12	13372818.87
12	446808.88	13372875.88
13	446703.33	13372722.87
14	447138.20	13372943.03
15	447158.81	13372983.58
16	447185.84	13372988.77
17	447187.34	13372970.34
18	446787.38	13372880.01
19	446832.35	13372888.88
20	447088.31	13372818.33
21	447150.80	13372888.38
22	447205.88	13372888.88
23	447402.30	13373077.08
24	447447.73	13372787.02
25	447278.81	13372863.13
26	447125.09	13372574.88
27	446828.18	13372568.84
28	446800.88	13372981.85
29	446238.83	13373143.82
30	446463.40	13372722.58
31	446530.88	13372888.03
32	445534.83	13372677.84
33	446788.80	13372471.54
34	446847.18	13372733.27
35	446738.88	13372888.67
36	446228.15	13373074.83
37	446225.02	13373084.48
38	446324.38	13373085.82
39	446325.50	13373085.88
40	446338.13	13372988.53
41	446517.57	13372835.87
42	446807.08	13372410.48
43	446882.27	13373130.03
44	446348.48	13373051.85
45	446311.41	13373037.79
46	446273.57	13371824.07
47	446348.87	13371846.34
48	446341.28	13371838.48
49	446484.78	13371382.85
50	446488.88	13371701.38
55	447357.88	13371708.00
56	447679.88	13372387.43
57	447545.38	13372825.73
58	446881.30	13372832.85
59	446832.83	13373788.83
60	445801.43	13373711.08
61	445788.88	13372818.27

NO COORD

NO	NORTH	EAST
150	446888.87	13373180.58
151	446887.74	13373137.80
152	446887.88	13373133.80
153	446818.57	13373110.70
154	447000.83	13373088.83
155	447028.52	13373113.88
156	447043.38	13373188.78
157	447078.82	13373187.78
158	447108.41	13373188.80
159	447108.58	13373148.58
160	447070.81	13373125.57
161	447083.04	13373080.00
162	447081.38	13373080.88
163	447130.87	13373080.38
164	447153.21	13373080.77
165	447178.87	13373118.50
166	447203.38	13373144.74
167	447248.37	13373178.83
168	447282.05	13373158.37
169	447300.88	13373182.48
170	447344.19	13373127.40
171	447346.12	13373112.30
172	447311.22	13373088.87
173	447300.38	13373057.80
174	447232.78	13373031.58
175	447238.34	13373073.54
176	447257.37	13373062.15
177	447288.88	13373085.84
178	447130.78	13373028.87
179	447451.88	13373010.82
180	447514.43	13372885.58
181	447503.45	13372885.23
182	447472.58	13372882.38
183	447442.88	13372838.44
184	447382.10	13372888.61
185	447318.00	13372881.80
186	447288.05	13372888.25
187	447208.61	13372888.34
188	447282.08	13372840.38
189	447319.08	13372825.82
190	447388.57	13372825.58
191	447404.13	13372820.43
192	447433.07	13372787.20
193	447408.84	13372788.17
194	447430.00	13372708.11
195	447400.85	13372885.19
196	447281.48	13372876.71
197	447238.88	13372847.25
198	447173.84	13372831.87
199	447117.88	13372818.04
200	447083.83	13372802.70
201	447040.88	13372810.80
202	446832.87	13372837.18
203	446887.82	13372811.88
204	446828.78	13372588.81
205	446818.58	13372587.30
206	446808.17	13372858.84
207	446837.58	13372881.84
208	446808.38	13372701.38
209	446777.54	13372711.88
210	446738.38	13372708.27
211	446720.50	13372740.58
212	446723.74	13372850.84
213	446714.28	13372888.84
214	446882.83	13372880.58
215	446538.28	13372808.84
216	446821.79	13372871.57
217	446815.81	13372873.17
218	446818.81	13372873.17
219	446470.81	13372878.13
220	446442.88	13372878.78
221	446384.35	13372888.22
222	446357.75	13372888.18
223	446338.84	13372888.81
224	446333.80	13372881.00
225	446207.05	13372880.88
226	446188.30	13372888.79
227	446112.75	13372888.38
228	446075.90	13372870.27
229	446021.82	13372871.87
230	446013.87	13372871.83
231	445874.08	13372880.58
232	446078.80	13372888.30
233	446083.87	13372824.38
234	446078.01	13372788.58
235	446081.17	13372783.47
236	445874.80	13372748.84
237	446087.81	13372729.21
238	445808.61	13372732.82
240	446840.31	13372745.82
241	446804.11	13372784.13
242	445785.37	13372788.03
243	445788.01	13372784.57

COORDINATE

NO	NORTH	EAST
244	446785.78	13372750.78
245	446781.34	13372708.47
246	445801.13	13372877.88
247	446802.54	13372831.54
248	445788.23	13372818.83
249	445780.38	13372878.88
250	446783.77	13372848.44
251	446727.03	13372825.50

NO	NORTH	EAST

NO.	AREA IN SQ. FT.
1	26406.46
2	25133.88
3	22834.38
4	23001.88
5	25038.88
6	41161.18
7	44421.87
8	30084.22
9	34813.08
10	36830.88
11	26794.27
12	23718.37
13	22588.30
14	38817.88
15	38800.31
16	23718.00
17	30848.83

PROPOSED 10-19-99

COORDINATE, CURVE & AREA SHEET

PARK RIDGE AT STONEWOOD

KIEFT ENGINEERING, INC. | SHEET 9 | KE 97447