

Recorded in Liber 6238
Pages 15 through 50
Oakland County Records
on January 28, 1974

MASTER DEED
HIDDEN HILLS
(Act 229, Public Acts of 1963, as amended)

This Master Deed is made and executed on this 23rd day of January, 1974, by Hidden Hills Corporation, a Michigan corporation, hereinafter referred to as "Developer," whose office is situated at 1100 Fisher Building, Detroit, Michigan, represented herein by one of its officers who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Horizontal Real Property Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 229 of the Public Acts of 1963), hereinafter referred to as the "Act."

W I T N E S S E T H :

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Hidden Hills as a condominium project under the Act and does declare that Hidden Hills (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project"), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of said Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Hidden Hills, Oakland County Condominium Subdivision Plan No. 165. The architectural plans for the project were approved by the Township of Avon and the City of Rochester, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the Condominium Project established by this Master Deed is particularly described as follows:

Part of the Northwest 1/4 of Section 15, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant S. 1° 40' 40" W. 2080.00 feet and N. 89° 00' 40" E. 656.37 feet from the Northwest corner of Section 15 and proceeding thence N. 04° 20' 41" E. 179.71 feet; thence along a curve to the Right Radius 265.00 feet, an arc distance of 414.47 feet and whose chord bears S. 42° 19' 21" E. a distance of 373.50 feet; thence S. 02° 29' 00" W. 536.83 feet; thence S. 89° 13' 00" W. 256.15 feet; thence N. 01° 17' 10" E. 636.94 feet to the point of beginning, together with an easement for ingress and egress as described in Exhibit "B" hereto. Subject to easements of record.

ARTICLE III
DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Hidden Hills Condominium Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Hidden Hills, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(a) The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended.

(b) "Association" shall mean the non-profit corporation organized under Michigan law of which all co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Condominium Bylaws" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.

(d) "Association Bylaws" means the corporate Bylaws of Hidden Hills Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

(e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Hidden Hills as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VII hereof, and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded Master Deeds for Hidden Hills.

(f) "Apartment," "townhouse" or "unit" each mean the enclosed space constituting a single complete residential unit in Hidden Hills as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.

(g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the Association.

(h) "Condominium Project," "Condominium" or "Project" means Hidden Hills as an approved Condominium Project established in conformity with the provisions of the Act.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner," wherever used, shall be synonymous with the term "co-owner."

(k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon and all easements, rights and appurtenances belonging to Hidden Hills as described above.

(l) "Common Elements," where used without modification, shall mean both the general and limited common elements described in Article IV hereof.

(m) "Developer" shall mean Hidden Hills Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(n) Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is

made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV

COMMON ELEMENTS

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

A. The general common elements are:

- (1) The land described on page one hereof, including driveways, sidewalks and all unassigned parking spaces;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The gas line network throughout the project, including that contained within unit walls, up to the point of connection with gas fixtures within any unit;
- (4) The telephone wiring network throughout the project;
- (5) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (6) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (7) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (8) The easement for ingress and egress as described in Exhibit "B" hereto;
- (9) Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment, and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

- (1) Each driveway area that leads into a parking garage in the project shall be limited in use to the owner of the apartment of which such parking garage is a part, and no co-owner shall park a car on any driveway area in the project in such a manner as will impede any other co-owner's vehicular access to the garage space that is part of his apartment;
- (2) Each individual patio area in the project is restricted in use to the co-owner of the apartment which opens into such patio area;
- (3) Each balcony and porch in the project shall be limited in use to the co-owner of the apartment which opens into such balcony and porch;
- (4) Each individual air conditioner compressor in the project is restricted in use to the co-owner of the apartment which such air-conditioner compressor services;
- (5) The interior surfaces of apartment perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the co-owner of such apartment.

C. The respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

- (1) The costs of maintenance, repair and replacement of each patio area described in Article IV B(2) above shall be borne by the co-owner of the apartment to which such limited common elements respectively appertain; provided, however, that any patio area consisting primarily

of lawn area shall be mowed by the Association and any fences between patios installed by the Developer or the Association shall be maintained, repaired and replaced by the Association.

(2) The costs of maintenance, repair and replacement of each air-conditioner compressor referred to in Article IV B(4) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(3) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(5) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(4) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

No co-owner shall use his apartment or the common elements in any manner inconsistent with the purposes of the project or in any manner which will interfere with or impair the rights of any other co-owner in the use and enjoyment of his apartment or the common elements.

ARTICLE V

APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Hidden Hills as surveyed by Basney & Smith, Inc. and attached hereto as Exhibit "B." Each apartment shall include: (1) with respect to each unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor joists, and (2) with respect to the upper floors of units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit "B" have been or will be physically measured by Basney & Smith, Inc. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each apartment is set forth in subparagraph C below. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and the value of such co-owner's vote at meetings of the Association of co-owners. The total value of the project is 100. The percentage of value allocated to each apartment may be changed only with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded except as provided in Article VII hereof.

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	2.40
2	2.37
3	2.37
4	2.37
5	2.37
6	2.37
7	2.34
8	2.31
9	2.31
10	2.34
11	2.40
12	2.33
13	2.33
14	2.33
15	2.33

16	2.40
17	2.47
18	2.43
19	2.43
20	2.43
21	2.43
22	2.47
23	2.34
24	2.31
25	2.31
26	2.31
27	2.31
28	2.34
29	2.47
30	2.43
31	2.43
32	2.43
33	2.43
34	2.43
35	2.59
36	2.59
37	2.31
38	2.37
39	2.31
40	2.31
41	2.31
42	2.34

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ARTICLE VI

EASEMENTS

A. Easement for Maintenance of Encroachments

In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

B. Easements Retained by Developer

1. Developer reserves for the benefit of itself, its successors and assigns, an easement for the unrestricted use of all roads and walkways in the condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VII. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this condominium and any developed portions of the contiguous land described in Article VII whose closest means of access to a public road is over such road or roads. The co-owners of this condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling units in this condominium, and the denominator of which is comprised of the number of such units plus all other dwelling units in the adjoining land described in Article VII whose closest means of access to a public road is over such road.

2. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VII or any portion or portions thereof perpetual easements to utilize, tap and tie into all utility mains located on the condominium premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps or ties into any utilities located on the condominium premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the condominium premises to their state immediately prior to such utilization, tapping or tying-in.

ARTICLE VII

ENLARGEMENT OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of Hidden Hills and consisting of 42 units is intended to be the first stage of a multi-stage project to contain in its entirety approximately 140 apartments. Developer owns or is interested in certain additional land described as follows:

Part of the Northwest 1/4 of Section 15, T. 3 N., R. 11 E., Avon Township, and the City of Rochester, Oakland County, Michigan, described as beginning at a point distant South 1 degrees 40 minutes 40 seconds West 1662.35 feet from the Northwest Section corner and proceeding thence North 88 degrees 32 minutes 50 seconds East 686.71 feet; thence East 904.99 feet; thence South 2 degrees 27 minutes West 394.75 feet; thence South 88 degrees 39 minutes West 600.94 feet; thence South 2 degrees 29 minutes West 677.99 feet; thence South 89 degrees 13 minutes West 60.10 feet; thence North 02 degrees 29 minutes 00 seconds East 536.83 feet; thence along a curve to the left, radius 265 feet, arc distance of 414.47 feet; thence South 04 degrees 20 minutes 41 seconds West 179.71 feet; thence South 89 degrees 00 minutes 40 seconds West 656.37 feet; thence North 1 degree 40 minutes 40 seconds East 417.65 feet to the point of beginning. Containing 15.459 Acres. Except that part taken, used or deeded for roads. Subject to easements of record.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of units in the project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1976, be increased by the addition to this Condominium of any portion of the future development and the construction of residential units thereon. The nature and appearance of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units; PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be increased, nor shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than one-tenth (.01%) percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the additional section or sections being added to the project by such amendment. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the section established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said future development as a rental development, a separate condominium project (or projects) or any other form of development.

ARTICLE VIII

RECREATIONAL AREA

A. Easement for Use of Recreational Area

Developer is constructing upon a portion of the land described in Article VII a community building and certain recreational facilities and amenities (hereinafter collectively called the "recreational

area"). It is the intention of Developer to include the recreational area within the Condominium Project as a general common element upon or before the completion of the entire project of approximately 140 units as presently proposed. In order to presently assure the co-owners of apartments in the first and all successive phases of Hidden Hills of the right to utilize the recreational area until it is included in the Condominium Project and perpetually thereafter, Developer hereby declares and grants a non-exclusive perpetual easement to and for the benefit of the Hidden Hills Condominium Association and the members thereof for the use of the recreational area. Subject to the Option to Terminate described in subparagraph B below, the Association and its members to whose benefit this Easement runs shall be responsible from time to time for the payment of a proportionate share of the repair, maintenance, operation and replacement of said recreational area and the improvements thereon, which share shall be determined by multiplying the expenses of repair, maintenance, operation and replacement thereof times a fraction, the numerator of which is the number of dwelling units existing in Hidden Hills, and the denominator of which is the total number of completed dwelling units existing in Hidden Hills combined with the total number of other completed dwelling units entitled to use the recreational area. The expenses of repair, maintenance, operation and replacement shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, and supplies incident thereto, real and personal property taxes in connection therewith, and in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said recreational area. Developer may, in its discretion, include the recreational area in the Condominium Project by appropriate amendment to this Master Deed at any time prior to the completion of the entire Condominium Project of approximately 140 units, and shall, upon inclusion of all 140 units or thereabouts, in the Condominium Project, also include the recreational area within the Condominium Project. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as are necessary in Developer's discretion, to effectuate the purposes of this Article VIII as the same may be approved by the Department of Commerce and all such persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents as are necessary to effectuate the purposes of the foregoing.

B. Option to Terminate

Beginning on July 1, 1976, and on July 1 of each successive year (the "Option Date"), the Association shall have the option to terminate its expense-sharing obligation set forth above. Upon exercising this option, the members of the Association shall no longer be entitled to utilize the recreational area. This option may be exercised by the Association only (1) with the prior affirmative vote of at least 75% in number and in value of all members of the Association and (2) if Developer, or its successors, as owner of the recreational area receives written notification of the Association's intention to exercise the option at least 90 days, but not more than 120 days, before the Option Date.

ARTICLE IX

AMENDMENT

Except as provided in preceding Articles as set forth above and in Exhibit "A" hereto, the Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation, abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, the Association shall not partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner in the project.

EXHIBIT A
CONDOMINIUM BYLAWS
HIDDEN HILLS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Hidden Hills, a condominium project, located in the Township of Avon and the City of Rochester, 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 Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any apartment therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his apartment in the Condominium.
- (c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.
- (d) 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 an apartment in the condominium project to the Association. No co-owner, other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.
- (e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the apartment or apartments 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.
- (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.
- (g) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein 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.

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(h) Votes may be cast in person or by proxy 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.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value 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 and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts shall be open for inspection by the co-owners during reasonable working hours. 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. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all 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. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

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

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

(4) To rebuild improvements after casualty.

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

(6) To approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium Bylaws.

(7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment 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, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business 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 more than sixty (60%) percent of all of the members of the Association in number and in value.

(9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

(10) 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.

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

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, 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.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 6. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all units in all phases of development of the Condominium (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said first annual meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in all phases of development of the Condominium have been sold and the purchasers thereof qualified as members of the Association or thirty (30) months after recordation of the Master Deed, whichever first occurs. The date, time and place of such first annual meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, the Developer shall call a special meeting of members for the purpose of electing 3 persons from among the non-developer co-owners to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as in the First Annual Meeting of Members.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and

personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, 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 replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$3,500.00 annually, 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.

(b) Special assessments, in addition to those required in (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 needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$3,500.00 per year, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) 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 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each apartment 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 an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.

Section 5. 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 apartment.

Section 6. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default, and shall be secured by the lien on his apartment. The Association may also discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any apartment in the project which comes into possession of the apartment pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 6 hereof, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed apartments owned by Developer at the time the expense is incurred to the total number of completed apartments in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. "Occupied Unit" shall mean a unit used as a residence. "Completed Apartment" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

ARTICLE III ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. 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. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election 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. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

(b) All common elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined

annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his apartment shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

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

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V 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.

Section 2. Each co-owner, by ownership of an apartment 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, his apartment and the 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.

ARTICLE V

RECONSTRUCTION OR REPAIR ✓

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the condominium is tenantable, unless it is determined that the condominium shall be terminated.

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

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

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

✕ Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the

Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 costs 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 costs thereof are insufficient, assessments 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.

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire apartment by eminent domain, the co-owner of such apartment shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any co-owner whose apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner thereof.

(b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) In the event the Condominium project continues after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any apartment 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, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

ARTICLE VI

RESTRICTIONS

Section 1. No apartment in the condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy an apartment with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI, provided that written approval (which approval shall not be unreasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the same manner required in sales transactions as specified in Section 13 of this Article VI. No rooms in an apartment may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household pets, shall be kept without the prior written consent of the Board of Directors. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property.

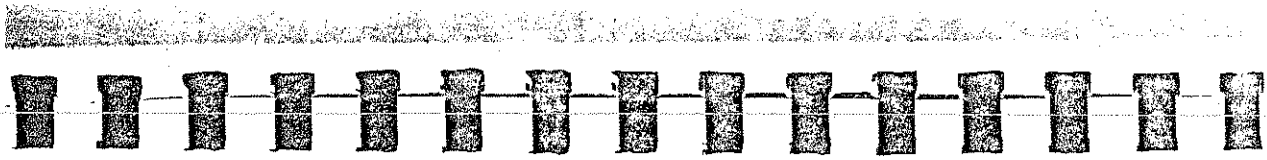
Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner either in his apartment or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of the co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the condominium project.

Section 9. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.



Section 11. 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 any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

* Section 12. The Association or its duly authorized agents shall have access to each apartment from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each co-owner to provide the Association means of access to his apartment during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his apartment caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No co-owner may dispose of an apartment or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A co-owner intending to make a sale or lease of an apartment, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such co-owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such co-owner to the Association and to any purchaser or lessee produced by the Association that the co-owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the apartment and the fair market or rental value thereof.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any authorized officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease or to furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) In the event a sale or lease transaction is consummated between a co-owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee satisfactory to it as are expressed immediately above in subsections (a) and (b) of this Section 13 and such rights to disapprove and furnish a purchaser shall expire twenty (20) days after the directors of the Association receive knowledge at a Directors' Meeting of the actual terms of the transaction or one (1) year after consummation of the original transaction, whichever occurs first.

(d) This Section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any unit in the Project; nor shall this Section apply to any subsequent sale by any holder of a first mortgage on any unit in the Project which acquired title to, or came into possession of, the apartment covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure.

(e) Developer shall not be subject to this Section 13 in the sale or lease of any apartment following establishment of the Condominium.

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

Section 15. No unsightly condition shall be maintained upon any balconies, porches or patios and only furniture and equipment consistent with ordinary balcony, porch or patio use shall be permitted to remain there during seasons when balconies, porches or patios are reasonably in use and no furniture or equipment of any kind shall be stored on balconies, porches or patios during seasons when balconies, porches are not reasonably in use.

Section 16. Each co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 17. 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 as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, 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.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his apartment 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 Apartments." The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment. 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 apartment that is not cured within 30 days.

Section 2. 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.

ARTICLE VIII
AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

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

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all first mortgagees interested in the project, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article II, Section 7, Article V, Section 6(e), Article VI, Section 13(d), Article VII, Section 1 or Article VIII, Section 5.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX
COMPLIANCE

The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of 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 Statute, the Statute shall govern.

ARTICLE X
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 XI
REMEDIES FOR DEFAULT

Section 1. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) 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.

(b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.

(c) 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, limited or general, or into any apartment, 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.

Section 2. 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, provisions, covenant or condition in the future.

Section 3. 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.

ARTICLE XII

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.

SECOND AMENDMENT TO MASTER DEED OF
HIDDEN HILLS

Recorded in Liber 6660,
Pages 756 through 767,
Oakland County Records,
on April 29, 1976.

Hidden Hills Corporation, a Michigan corporation, being the Developer of Hidden Hills, a condominium project established pursuant to the Master Deed thereof, recorded on January 28, 1974, in Liber 6238, Pages 15 through 50, and First Amendment to the Master Deed, recorded on March 6, 1975, in Liber 6436, Pages 715 through 741, Oakland County Records, and known as Hidden Hills, Oakland County Condominium Subdivision Plan No. 165, hereby amends the Master Deed of Hidden Hills pursuant to the authority reserved in Article VII of said Master Deed for the purpose of enlarging the condominium project from 69 units to 75 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Said Master Deed is amended in the following manner:

1. The land which is being added to the Condominium Project by this Amendment is more particularly described as follows:

Part of the Northwest 1/4 of Section 15, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant S. 1 degree 40 minutes 40 seconds W. 1845.29 feet and N. 88 degrees 32 minutes 50 seconds E. 387.11 feet from the Northwest corner of Section 15 and proceeding thence N. 1 degree 27 minutes 10 seconds W. 182.66 feet; thence N. 88 degrees 32 minutes 50 seconds E. 185.00 feet; thence S. 1 degree 27 minutes 10 seconds E. 182.66 feet; thence S. 88 degrees 32 minutes 50 seconds W. 185.00 feet to the point of beginning.

2. Second Amended Article V-C of said Master Deed of Hidden Hills as set forth below, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede First Amended Article V-C of the Master Deed as recorded, and the First Amended Article V-C shall be of no further force or effect.

SECOND AMENDED ARTICLE V-C OF THE MASTER DEED OF
HIDDEN HILLS

ARTICLE V

C. Set forth below are:

- (a) Each apartment number as it appears on the Condominium Subdivision Plan.
- (b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned
1	1.328
2	1.328
3	1.328
4	1.328
5	1.328
6	1.328
7	1.282
8	1.282
9	1.282
10	1.282
11	1.328
12	1.282
13	1.282
14	1.282
15	1.282
16	1.328
17	1.328
18	1.328
19	1.328
20	1.328

*Future
Units
60's & 70's*

21	1.328
22	1.328
23	1.282
24	1.282
25	1.282
26	1.282
27	1.282
28	1.282
29	1.328
30	1.328
31	1.328
32	1.328
33	1.328
34	1.328
35	1.386
36	1.328
37	1.282
38	1.282
39	1.282
40	1.282
41	1.282
42	1.328
43	1.449
44	1.386
45	1.386
46	1.386
47	1.328
48	1.282
49	1.328
50	1.449
51	1.386
52	1.386
53	1.386
54	1.386
55	1.386
56	1.386
57	1.449
58	1.328
59	1.328
60	1.449
61	1.449
62	1.449
63	1.456
64	1.386
65	1.328
66	1.328
67	1.328
68	1.328
69	1.386
70	1.282
71	1.282
72	1.282
73	1.282
74	1.282
75	1.328

3. First Amended Sheets 2, 3 and 4 of the Condominium Subdivision Plan of Hidden Hills, as attached hereto, shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede originally recorded Sheets 2, 3 and 4 of the Condominium Subdivision Plan of Hidden Hills, and the originally recorded Sheets 2, 3 and 4 shall be of no further force or effect.

4. Second Amended Sheets 1, 8, 9, 10, 15 and 17 of the Condominium Subdivision Plan of Hidden Hills as attached hereto shall, upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, replace and supersede Sheets 1, 8, 9, 10, 15 and 17 of the Condominium Subdivision Plan of Hidden Hills as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 8, 9, 10, 15 and 17 shall be of no further force or effect. The legal description of the condominium premises contained on said Second Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

In all respects, other than as hereinabove indicated, the original Master Deed of Hidden Hills, as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

HIDDEN HILLS CORPORATION, a Michigan corporation

/s/ Isabelle M. Mulheron
Isabelle M. Mulheron

By: /s/ Fred C. Strickroot
Fred C. Strickroot, Vice President

/s/ Lawrence R. Rospierski
Lawrence R. Rospierski

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Second Amendment to Master Deed of Hidden Hills was acknowledged before me this 29th day of April, 1976, by Fred C. Strickroot, the Vice President of Hidden Hills Corporation, a Michigan corporation, on behalf of the corporation.

/s/ Laura L. Laszko
Laura L. Laszko
Notary Public, Oakland County, Michigan
My commission expires: 1/17/77

SECOND AMENDMENT TO MASTER DEED DRAFTED BY:
Robert L. Nelson, of
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG
2700 City National Bank Building
Detroit, Michigan 48226
WHEN RECORDED, RETURN TO DRAFTER.

HIDDEN HILLS CONDOMINIUM
ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Hidden Hills, a condominium, (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 6238, Pages 15 through 50, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The first annual meeting of members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

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

Section 4. 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 seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) the Condominium 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 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of 3 persons and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At such First Meeting of Members of the Corporation, the Board of Directors shall be increased in size from 3 to 7 persons and then at each annual meeting of the corporation held thereafter, 7 directors shall be elected. The term of office (except for the Board of Directors elected at the First Annual Meeting of Members) of each director shall be one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws. *

Section 4. Vacancies in the Board of Directors (including the First Board of Directors named in the Articles of Incorporation) 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. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. 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 ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 9. 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 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. 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 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, 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.

Section 2. 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. 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.

Section 4. 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.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. 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 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.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all 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 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal," and "Michigan."

ARTICLE VI

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the corporation 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. The funds of the corporation shall be deposited in such bank 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.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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 corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. 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.

**EXHIBIT A
CONDOMINIUM BYLAWS
HIDDEN HILLS**

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Hidden Hills, a condominium project, located in the Township of Avon and the City of Rochester, 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 Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any apartment therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his apartment in the Condominium.

(c) Except as limited in these Bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the apartments owned by such co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(d) 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 an apartment in the condominium project to the Association. No co-owner, other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a proxy given by such individual representative.

(e) Each co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the apartment or apartments 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.

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein 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.

(h) Votes may be cast in person or by proxy 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.

(i) A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent in value 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 and may require such majority to be one of both number and value of designated voting representatives present in person or by proxy, or by written ballot, if applicable, at a given meeting of the members of the Association.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts shall be open for inspection by the co-owners during reasonable working hours. 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. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors, designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all 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. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

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

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

(4) To rebuild improvements after casualty.

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

(6) To approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium Bylaws.

(7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment 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, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business 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 more than sixty (60%) percent of all of the members of the Association in number and in value.

(9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

(10) 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.

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

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, 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.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 6. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all units in all phases of development of the Condominium (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said first annual meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in all phases of development of the Condominium have been sold and the purchasers thereof qualified as members of the Association or thirty (30) months after recordation of the Master Deed, whichever first occurs. The date, time and place of such first annual meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, the Developer shall call a special meeting of members for the purpose of electing 3 persons from among the non-developer co-owners to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such times as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as in the First Annual Meeting of Members.

ARTICLE II

ASSESSMENTS

Section 1. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the co-owners, and

personal property taxes based thereon shall be treated as expenses of administration.

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium shall be receipts of administration.

Section 3. Assessments shall be determined in accordance with the following provisions:

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium project, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each co-owner and the assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each co-owner shall not affect the liability of any co-owner for any existing or future assessments. Should the Board of Directors, at any time determine, 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 replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$3,500.00 annually, 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.

(b) Special assessments, in addition to those required in (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 needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding ~~\$3,500.00 per year~~, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) 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 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.

Section 4. All assessments levied against the co-owners to cover expenses of administration shall be apportioned among and paid by the co-owners in accordance with the percentage of value allocated to each apartment 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 an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.

Section 5. 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 apartment.

Section 6. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default, and shall be secured by the lien on his apartment. The Association may also discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intent to do so. A co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any apartment in the project which comes into possession of the apartment pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 6 hereof, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed apartments owned by Developer at the time the expense is incurred to the total number of completed apartments in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied units owned by it. "Occupied Unit" shall mean a unit used as a residence. "Completed Apartment" shall mean a unit with respect to which a certificate of occupancy has been issued by the local public authority.

ARTICLE III ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. 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. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election 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. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium project, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of co-owners. Each co-owner may obtain insurance coverage at his own expense upon his apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

(b) All common elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined

annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his apartment shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

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

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V 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.

Section 2. Each co-owner, by ownership of an apartment 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, his apartment and the 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.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the condominium is tenantable, unless it is determined that the condominium shall be terminated.

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

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

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

Section 4. Each co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the

Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the co-owner and the mortgagee jointly.

Section 5. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace 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 costs 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 costs thereof are insufficient, assessments 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.

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire apartment by eminent domain, the co-owner of such apartment shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any co-owner whose apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such co-owner. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner thereof.

(b) If there is any taking of any portion of the Condominium other than any apartment the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than fifty (50%) percent of the co-owners in number and in value shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the co-owners in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) In the event the Condominium project continues after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any apartment 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, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

ARTICLE VI

RESTRICTIONS

Section 1. No apartment in the condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy an apartment with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption.

Section 2. A co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI, provided that written approval (which approval shall not be unreasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the same manner required in sales transactions as specified in Section 13 of this Article VI. No rooms in an apartment may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications, nor shall any co-owner damage or make modifications or attachments to common element walls between units which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment or upon the common elements, limited or general, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No co-owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal, including household pets, shall be kept without the prior written consent of the Board of Directors. Any pets permitted to be kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property.

Section 6. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a co-owner either in his apartment or upon the common elements, which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of the co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the condominium project.

Section 9. No co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium premises.

Section 10. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 11. 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 any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article 1, Section 6 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. All copies of such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all co-owners in number and in value except that the co-owners may not revoke any regulation or amendment prior to said first annual meeting of the entire Association.

Section 12. The Association or its duly authorized agents shall have access to each apartment from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each co-owner to provide the Association means of access to his apartment during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his apartment caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. No co-owner may dispose of an apartment or any interest therein by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A co-owner intending to make a sale or lease of an apartment, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such co-owner shall also furnish the Association copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such co-owner to the Association and to any purchaser or lessee produced by the Association that the co-owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the apartment and the fair market or rental value thereof.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers and lessees. A purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any authorized officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease or to furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) In the event a sale or lease transaction is consummated between a co-owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall then have the same rights to disapprove the transaction and to furnish a purchaser or lessee satisfactory to it as are expressed immediately above in subsections (a) and (b) of this Section 13 and such rights to disapprove and furnish a purchaser shall expire twenty (20) days after the directors of the Association receive knowledge at a Directors' Meeting of the actual terms of the transaction or one (1) year after consummation of the original transaction, whichever occurs first.

(d) This Section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any unit in the Project; nor shall this Section apply to any subsequent sale by any holder of a first mortgage on any unit in the Project which acquired title to, or came into possession of, the apartment covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure.

(e) Developer shall not be subject to this Section 13 in the sale or lease of any apartment following establishment of the Condominium.

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

Section 15. No unsightly condition shall be maintained upon any balconies, porches or patios and only furniture and equipment consistent with ordinary balcony, porch or patio use shall be permitted to remain there during seasons when balconies, porches or patios are reasonably in use and no furniture or equipment of any kind shall be stored on balconies, porches or patios during seasons when balconies, porches are not reasonably in use.

Section 16. Each co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 17. 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 as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, 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.

ARTICLE VII

MORTGAGES

Section 1. Any co-owner who mortgages his apartment 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 Apartments." The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the co-owner of such apartment. 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 apartment that is not cured within 30 days.

Section 2. 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.

ARTICLE VIII

AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members or by instrument in writing signed by them.

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

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these Bylaws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all first mortgagees interested in the project, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article II, Section 7, Article V, Section 6(c), Article VI, Section 13(d), Article VII, Section 1 or Article VIII, Section 5.

Section 6. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

The Association of co-owners and all present or future co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of 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 Statute, the Statute shall govern.

ARTICLE X

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 XI

REMEDIES FOR DEFAULT

Section 1. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

(a) 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.

(b) In any proceeding arising because of an alleged default by any co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any co-owner be entitled to recover such attorneys' fees.

(c) 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, limited or general, or into any apartment, 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.

Section 2. 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, provisions, covenant or condition in the future.

Section 3. 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.

ARTICLE XII

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.

**HIDDEN HILLS CONDOMINIUM
ASSOCIATION BYLAWS**

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Hidden Hills, a condominium, (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 6238, Pages 15 through 50, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The first annual meeting of members of the corporation shall be held in accordance with Article 1, Section 6 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

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

Section 4. 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 seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) the Condominium 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 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of 3 persons and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At such First Meeting of Members of the Corporation, the Board of Directors shall be increased in size from 3 to 7 persons and then at each annual meeting of the corporation held thereafter, 7 directors shall be elected. The term of office (except for the Board of Directors elected at the First Annual Meeting of Members) of each director shall be one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors (including the First Board of Directors named in the Articles of Incorporation) 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. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. 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 ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 9. 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 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. 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 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, 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.

Section 2. 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. 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.

Section 4. 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.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. 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 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.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all 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 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal," and "Michigan."

ARTICLE VI

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the corporation 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. The funds of the corporation shall be deposited in such bank 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.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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 corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. 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.

ARTICLE VIII

AMENDMENTS

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in Article I, Section 2(i) of the Condominium Bylaws.

Section 2. 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 by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 5. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

ARTICLE IX

COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 229 of the Public Acts of Michigan of 1963, as amended, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

SEVENTH AMENDMENT TO MASTER DEED OF
HIDDEN HILLS

Barnes Mortgage Investment Trust, a Massachusetts business trust, being the Developer of Hidden Hills, a condominium project established pursuant to the Master Deed thereof, recorded on January 28, 1974, in Liber 6238, Pages 15 through 50; First Amendment to the Master Deed recorded on March 6, 1975, in Liber 6436, Pages 715 through 741; Second Amendment to the Master Deed recorded on April 29, 1976, in Liber 6660, Pages 756 through 767; Third Amendment to the Master Deed recorded on June 7, 1976, in Liber 6683, Page 56; Fourth Amendment to the Master Deed, recorded on October 14, 1976, in Liber 6774, Pages 374 through 393; Fifth Amendment to the Master Deed recorded on August 11, 1977 in Liber 6982, Pages 534 and 535; and Sixth Amendment to the Master Deed recorded on January 25, 1978, in Liber 7119, Pages 205 through 236, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 165, hereby amends the Master Deed of Hidden Hills pursuant to the authority reserved in Articles VII and VIII of said Master Deed for the purposes of including the recreational area within the Condominium Project as a general common element, enlarging the condominium project from 116 units to 138 units by the addition of land described in Section 1 below and reallocating percentages of value set forth in Article V-C of said Master Deed. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

Part of the Northwest 1/4 of Section 15, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant South 01 degrees 40 minutes 40 seconds West 1845.29 feet and North 88 degrees 32 minutes 50 seconds East 572.11 feet from the Northwest corner of Section 15 and proceeding thence North 01 degrees 27 minutes 10 seconds East 182.66 feet; thence North 88 degrees 32 minutes 50 seconds East 124.59 feet; thence due East 226.00 feet; thence South 43 degrees 55 minutes 08 seconds West 269.63 feet; thence along a curve to the left radius 325.00 feet, central angle 15 degrees 56 minutes 12 seconds an arc distance of 90.40 feet and whose chord bears North 83 degrees 29 minutes 15 seconds West a chord distance of 90.11 feet; thence South 88 degrees 32 minutes 50 seconds West 69.39 feet to the point of beginning. Subject to easements of record

ALSO,

Part of the Northwest 1/4 of Section 15, T. 3 N., R. 11 E., Avon Township, Oakland County, Michigan, described as beginning at a point distant South 1 degree 40 minutes 40 seconds West 1845.29 feet and North 88 degrees 32 minutes 50 seconds East 641.50 feet and along a curve to the right radius 325.00 feet, an arc distance of 269.96 feet, whose chord bears South 67 degrees 39 minutes 24 seconds East, a distance of 262.26 feet from the Northwest corner of Section 15 and proceeding thence North 51 degrees 00 minutes 00 seconds East 256.75 feet; thence due East 310.00 feet; thence South 02 degrees 27 minutes 00 seconds West 117.00 feet; thence South 88 degrees 39 minutes 00 seconds West 137.00 feet; thence South 01 degrees 21 minutes 00 seconds East 160.00 feet; thence South 88 degrees 39 minutes 00 seconds West 275.94 feet; thence South 02 degrees 29 minutes 00 seconds West 114.54 feet; thence along a curve to the left radius 325.00, an arc distance of 262.88, and whose chord bears North 20 degrees 41 minutes 19 seconds West a distance of 255.77 feet to the point of beginning. Subject to easements of record.

2. Fifth Amended Article V-C of said Master Deed of Hidden Hills as set forth below, shall replace and supersede Fourth Amended Article V-C of the Master Deed as recorded, and the Fourth Amended Article V-C shall be of no further force or effect.

FIFTH AMENDED ARTICLE V-C
OF THE MASTER DEED OF HIDDEN HILLS

ARTICLE V

- C. Set forth below are:
 - (a) Each apartment number as it appears on the Condominium Subdivision Plan.
 - (b) The percentage of value assigned to each apartment.

<u>Apartment Number</u>	<u>Percentage of Value Assigned</u>	<u>Apartment Number</u>	<u>Percentage of Value Assigned</u>
1	.706	62	.772
2	.706	63	.773
3	.706	64	.737
4	.706	65	.706
5	.706	66	.706
6	.706	67	.706
7	.683	68	.706
8	.683	69	.737
9	.683	70	.683
10	.683	71	.683
11	.706	72	.683
12	.683	73	.683
13	.683	74	.683
14	.683	75	.706
15	.683	76	.773
16	.706	77	.706
17	.706	78	.706
18	.706	79	.772
19	.706	80	.772
20	.706	81	.737
21	.706	82	.737
22	.706	83	.773
23	.683	84	.773
24	.683	85	.773
25	.683	86	.773
26	.683	87	.773
27	.683	88	.773
28	.683	89	.773
29	.706	90	.773
30	.706	91	.773
31	.706	92	.737
32	.706	93	.737
33	.706	94	.772
34	.706	95	.772
35	.737	96	.772
36	.706	97	.772
37	.683	98	.706
38	.683	99	.706
39	.683	100	.772
40	.683	101	.772
41	.683	102	.706
42	.706	103	.706
43	.772	104	.772
44	.737	105	.772
45	.737	106	.706
46	.737	107	.706
47	.706	108	.772
48	.683	109	.772
49	.706	110	.772
50	.772	111	.772
51	.737	112	.772
52	.737	113	.706
53	.737	114	.706
54	.737	115	.706
55	.737	116	.706
56	.737	117	.706
57	.772	118	.706
58	.706	119	.772
59	.706	120	.706
60	.772	121	.706
61	.772	122	.772

123	.706	131	.772
124	.706	132	.772
125	.706	133	.706
126	.706	134	.706
127	.772	135	.772
128	.772	136	.772
129	.706	137	.706
130	.706	138	.706

3. Amended Sheets 1, 1A, 2, 2A, 3, 3A, 4, 4A, 43, 44 and 50 of the Condominium Subdivision Plan of Hidden Hills as attached hereto shall replace and supersede Sheets 1, 1A, 2, 2A, 3, 3A, 4, 4A, 43, 44 and 50 of the Condominium Subdivision Plan of Hidden Hills as originally recorded and subsequently amended and the originally recorded and amended Sheets 1, 1A, 2, 2A, 3, 3A, 4, 4A, 43, 44 and 50 shall be of no further force or effect. The legal description of the condominium premises contained on said Amended Sheet 1 shall replace and supersede the description of said premises contained in Article II of the originally recorded Master Deed, as subsequently amended.

4. Sheets 51 and 52 of the Condominium Subdivision Plan of Hidden Hills as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Hidden Hills, as amended.

5. Article VII of said Master Deed of Hidden Hills shall be amended by the addition of the following provision:

ARTICLE VII

REDUCTION OF CONDOMINIUM

As of the date this Master Deed is recorded, Developer intends to establish a condominium project consisting of 140 apartments. Developer reserves the right, however, to establish a condominium project consisting of fewer apartments than described above. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of apartments in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than December 31, 1978 be reduced to any number determined by the Developer in its sole judgment, but in no event shall the number of apartments be less than 122. In connection with such reduction, Developer unconditionally reserves the right to withdraw from the Condominium Project such a portion of the land added under the Seventh (or subsequent) Amendment to this Master Deed as is not reasonably necessary to provide access to or otherwise serve the apartments included in the Condominium Project as so reduced. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or apartments described in Exhibit "B" attached hereto. The nature and appearance of all such altered buildings and/or apartments shall be determined by Developer in its sole judgment; but, in no event shall such altered buildings and/or apartments deviate substantially from the general development plan approved by the City of Rochester. Such reduction in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units. PROVIDED, HOWEVER, that in no such amendment or amendments shall the percentage of value assigned to each apartment in Article V hereof be diminished to less than .10 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions of general or limited common elements as may be necessary to adequately describe the buildings and apartments in the Condominium Project as so reduced. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimately consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or

amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Final Amended Master Deed, when recorded, shall supersede the previously recorded Master Deed and all Amendments thereto.

In all respects, other than as hereinabove indicated, the original Master Deed of Hidden Hills as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

It is expressly agreed that the name Barnes Mortgage Investment Trust is the designation of the Trustees under a Declaration of Trust dated October 26, 1973, as amended from time to time. The obligations of the Trust are not personally binding upon, nor shall resort be had to the private property of any of the trustees, shareholders, officers, employees or agents of the Trust, but the Trust property alone shall be bound.

WITNESSES:

Claudette J. Walle
Claudette J. Walle
Cynthia L. Walle
Cynthia L. Walle

BARNES MORTGAGE INVESTMENT TRUST
a Massachusetts business trust

By: Mark D. Wiedelman
Mark D. Wiedelman
Assistant Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF WAYNE)

The foregoing Seventh Amendment to Master Deed of Hidden Hills was acknowledged before me this 27th day of April, 1978, by Mark D. Wiedelman the Assistant Vice President of BARNES MORTGAGE INVESTMENT TRUST, a Massachusetts business trust, on behalf of the trust.

Claudette J. Walle
Claudette J. Walle
Notary Public, Macomb County, Michigan
My commission expires: 2-14-79
Acting in Wayne

SEVENTH AMENDMENT TO MASTER DEED DRAFTED BY:

R. L. Nelson, of
Dykema, Gossett, Spencer, Goodnow & Trigg
35th Floor, 400 Renaissance Center
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

REPLAT NO. 5
 OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 165

HIDDEN HILLS, A CONDOMINIUM
 AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION FOR PARCEL 11:
 PART OF THE NORTHWEST 1/4 OF SECTION 15, T. 3 N., R. 11 E., AVON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT, SAID POINT BEING SOUTH 01 DEGREE 40 MINUTES 40 SECONDS WEST 1905.39 FEET, AND NORTH 88 DEGREES 32 MINUTES 50 SECONDS, SECOND EAST 60.09 FEET FROM THE NORTHWEST CORNER OF SECTION 15, T. 3 N., R. 11 E., AND PROCEEDING THENCE NORTH 88 DEGREES 32 MINUTES 50 SECONDS EAST 384.69 FEET; THENCE ALONG A CURVE TO THE RIGHT RADIUS 266.30 FEET, CENTRAL ANGLE 93 DEGREES 56 MINUTES 13 SECONDS AN ARC DISTANCE OF 434.47 FEET AND WHOSE CHORD BEARS SOUTH 44 DEGREES 29 MINUTES 05 SECONDS EAST A DISTANCE OF 387.42 FEET; THENCE SOUTH 02 DEGREES 29 MINUTES 00 SECONDS WEST 536.83 FEET; THENCE SOUTH 88 DEGREES 13 MINUTES 00 SECONDS WEST 256.13 FEET; THENCE NORTH 01 DEGREE 17 MINUTES 10 SECONDS EAST 636.94 FEET; THENCE SOUTH 89 DEGREES 00 MINUTES 40 SECONDS WEST 436.31 FEET; THENCE NORTH 01 DEGREE 40 MINUTES 40 SECONDS EAST 175.10 FEET TO THE POINT OF BEGINNING, CONTAINING 6.9870 ACRES, SUBJECT TO EASEMENTS OF RECORD.

DEVELOPER
 BARNES MORTGAGE INVESTMENT TRUST
 A MASSACHUSETTS BUSINESS TRUST
 100 FEDERAL STREET
 BOSTON, MASSACHUSETTS 02110

PLAT CERTIFICATION
 I, WILLIAM L. ROSKELLY, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 165, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

SURVEYOR'S & ENGINEERS
 BARNETT & SMITH, INC.
 20200 W. SIX MILE ROAD
 DETROIT, MI 48240

WILLIAM L. ROSKELLY
 REGISTERED LAND SURVEYOR
 NO. 10705
 20200 W. SIX MILE ROAD
 DETROIT, MI 48240

CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED:
 THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF THE AMENDED MASTER DEED OF HIDDEN HILLS, A CONDOMINIUM, WAS ISSUED TOGETHER PURSUANT TO ACT 229, PUBLIC ACTS OF 1969, AS AMENDED.



WILLIAM L. ROSKELLY
 REGISTERED LAND SURVEYOR
 NO. 10705
 20200 W. SIX MILE ROAD
 DETROIT, MI 48240

HIDDEN HILLS IS A MULTI-PHASE CONDOMINIUM PROJECT. THE ASTERISK (*) INDICATES REVISIONS MADE TO PREVIOUS SHEETS WHICH ARE REVISED DATES. SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED.

APPROVED
 09801508
 MICHIGAN DEPARTMENT OF COMMERCIAL AND PROFESSIONAL SERVICES

APPROVED
 09801508
 MICHIGAN DEPARTMENT OF COMMERCIAL AND PROFESSIONAL SERVICES

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BARNETT & SMITH, INC.
 20200 W. SIX MILE ROAD
 DETROIT, MI 48240
 TEL: 313-241-2727
 FAX: 313-241-3371

Corporation & Securities Bureau
3546 Mercantile Way
Lansing, Michigan 48909

STATE OF MICHIGAN

P.O. Box 30222
Enforcement Division
(517) 374-9426
Examination Division
(517) 373-0435
Condominiums
(517) 373-8026
Mobile Homes
(517) 374-9586

P.O. Box 30054
Corporation Division
General Information
(517) 373-0493
Record Information
(517) 373-0496
Annual Report
(517) 373-0438
Certification & Copies
(517) 373-2901

LIBER 7360 PAGE 277



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

KEITH MOLIN, Director

78 122893

ORDER

APPROVAL OF AMENDMENT TO MASTER DEED

31/6

In re: Application of Barnes Mortgage Investment Trust, 100 Federal Street, Boston, MASS 02110, Developer, for Approval of Amendment to Master Deed for HIDDEN HILLS CONDOMINIUM--EIGHTH AMENDMENT, Livernois Road, Rochester, Avon Township, Oakland County, Michigan. (Our File #73-18.)

.....

1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed dated 1/22/74; Conditional Permit to Sell dated 1/28/74; Extension of Permit to Sell dated 1/21/75; Approval of Amendment to Master Deed-Third Amendment dated 5/18/76; Amendment to Master Deed--Fifth Amendment dated 7/29/77.
3. The co-owners having petitioned for an Amendment to Master Deed the purpose of amending bylaws.
4. INASMUCH as this Bureau has determined that the proposed amendment is for a proper and stated purpose,
5. THEREFORE, the proposed Amendment to Master Deed for the above named condominium is hereby approved and shall take effect immediately upon recording.

RECORDED
DAK AND COMPANY MICHIGAN
REGISTER OF TITLES
1010 N. ZEEB RD
ANN ARBOR MI 48106
AUG 31 1978
3 PM 16

MICHIGAN DEPARTMENT OF COMMERCE
Keith Molin, Director

By E C Mackey
E. C. Mackey, Director
Corporation & Securities Bureau

Dated: August 31, 1978
Lansing, Michigan

Return to: Willow Management Corporation
24500 Northwestern Highway Suite 201
Southfield, Michigan 48075



2.50

EIGHTH AMENDMENT TO MASTER DEED OF HIDDEN HILLS

21/15
Hidden Hills Condominium Association, a Michigan Non-Profit Corporation, organized in order to administer, operate, manage and maintain Hidden Hills Condominium, a condominium project established pursuant to the Master Deed thereof, recorded on January 28, 1974, in Liber 6238, Pages 15 through 50; First Amendment to the Master Deed recorded on March 6, 1975, in Liber 6436, Pages 715 through 741; Second Amendment to the Master Deed recorded on April 29, 1976, in Liber 6660, Pages 756 through 767; Third Amendment to the Master Deed recorded on June 7, 1976, in Liber 6683, Page 56; Fourth Amendment to the Master Deed, recorded on October 14, 1976, in Liber 6774, Pages 374 through 393; Fifth Amendment to the Master Deed recorded on August 11, 1977 in Liber 6982, Pages 534 and 535; Sixth Amendment to the Master Deed recorded on January 25, 1978, in Liber 7119, Pages 205 through 236; Seventh Amendment to the Master Deed recorded on May 10th, 1978 in Liber 7195, Pages 815 through 830, Oakland County Records and known as Oakland County Condominium, Subdivision Plan No. 165, hereby amends the Condominium Bylaws, being Exhibit "A" to the Master Deed of Hidden Hills, pursuant to the authority reserved in Article VIII of said Condominium Bylaws for purposes of imposing monetary fines for the violation of Bylaws, and to modify the parking limitation of future effect. Upon approval of this Amendment by Order of the Michigan Department of Commerce, and recordation in the Office of the Oakland County Register of Deeds of this Amendment and said Order, said Master Deed and Exhibit "B" thereto shall be amended in the following manner:

1. The following sub section shall be added to Article III of the Condominium Bylaws and shall be referred to as Article II Section 3 (c):

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 Rules and Regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all co-owners. Thereafter, fines may be assessed only upon notice to the offending co-owner and an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation and \$100 for any subsequent violation.

2. The following shall replace and supersede Article VI Section 8 of the Condominium Bylaws as recorded and shall be referred to as Article VI Section 8 as amended:

No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Commercial vehicles or trucks shall not be parked in or about the Condominium (except as above provided) unless while making pickups or deliveries in the normal course of business. All automobiles shall be parked overnight in assigned garages or parking spaces except where a co-owner maintains two (2) cars, in which event, one car only may be parked in the duly designated parking space. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking space from time to time on an equitable basis. Maintenance of more than two (2) cars by the occupants of any

RECORDED
OAKLAND COUNTY REGISTER OF DEEDS
NOV-3 PM 3:12

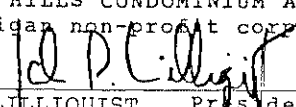
one apartment shall be prohibited, except with revocable written approval of the Association, in the event space is reasonably available therefor. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises. The Board of Directors of the Association shall have the authority to designate parking spaces and parking areas and prohibit parking on or about the Condominium common elements where it deems necessary. In addition, the Board of Directors shall have the right to declare fire lanes, no parking areas, and tow away zones and to post same upon the common elements. In the event that a co-owner or any other individual parks a vehicle in a tow away zone or improper parking space or is in any other way in violation of the terms of this section, the Association shall have the right to tow away and/or remove such vehicle found on the Condominium premises parked in violation of the provisions of the Condominium Bylaws and in addition shall be entitled to recoup all costs of towing from the delinquent co-owner or individual in violation of said Bylaw.

In all respects, other than an hereinabove indicated, the original Master Deed of Hidden Hills as heretofore amended, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibit "A" and "B", recorded as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:


 THOMAS P. FODELL

HEATH ROY

HIDDEN HILLS CONDOMINIUM ASSOCIATION
 A Michigan non-profit corporation
 By: 
 JOHN P. LILLIQUIST President

State of Michigan)
) ss.
 County of Oakland)

The foregoing Eighth Amendment to Master Deed Article II, Section 3(c) and Article VI, Section 8 of the Hidden Hills Condominium Bylaws being Exhibit "A" of the Master Deed of Hidden Hills Condominium, was acknowledged before me this 18th day of September, 1978, by John Lilliquist, President of Hidden Hills Condominium Association, a Michigan Non-Profit Corporation who executed the within instrument based upon the authority given to him pursuant to a Special Meeting of the Members of Hidden Hills Condominium Association duly convened on September 14, 1976 at which time the within amendments were approved by more than sixty (60) percent of all co-owners in number and in value and that the within instrument is executed and signed as his free act and deed in behalf of the Association.


 Notary Public, _____ County, Mich.
 My commission expires: _____

HENRY CURTIS LIND, JR.
 Notary Public, Oakland County, Michigan
 My Commission Expires September 19, 1979

EIGHTH AMENDMENT TO MASTER DEED DRAFTED BY:

Willow Management Corporation
 24500 Northwestern Highway Suite 201
 Southfield, Michigan 48075

WHEN RECORDED, RETURN TO DRAFTER.

HIDDEN HILLS ASSOCIATION
CORPORATE RESOLUTION

WHEREAS, The Hidden Hills Condominium Association has been duly established as a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, and Act 284, P. A. of 172; and

WHEREAS, The affairs of the Association shall be governed by a duly elected Board of Directors; and

WHEREAS, The Board of Directors have been elected in accordance with the Articles of Incorporation; and

WHEREAS, Said Board of Directors wishes to present the following resolutions to the co-owners of the Condominium.

BE IT RESOLVED, That these Amendments shall be proposed and voted upon at at a special meeting duly called for as per the Bylaws on September 14, 1976.

The following shall be referred to as Article II Section 3 (c) of the Condominium Bylaws, Bylaws I.

PROPOSED BYLAWS: Condominium Bylaw Article II Section 3 (c)

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 Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all co-owners. Thereafter, fines may be assessed only upon notice to the offending co-owner and an opportunity for such co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation and \$100 for any subsequent violation.

RESOLVED FURTHER, That the following Amendment to be proposed is to be substituted in total for present Article VI Section 8.

AMENDMENT AS IT NOW READS:

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

THIRD AMENDMENT TO MASTER DEED OF
HIDDEN HILLS

Recorded in Liber 6683,
Page 56, Oakland County
Records, on June 7, 1976.

Hidden Hills Condominium Association, a Michigan non-profit corporation (the "Association"), 1460 Walton Boulevard, Suite 201, Rochester, Michigan 48063, being the entity organized for the purpose of administering the affairs of Hidden Hills, a condominium (the "Condominium"), established pursuant to the Master Deed thereof, recorded in Liber 6238, Page 15, as amended by the First Amendment thereto, recorded in Liber 6436, Page 715 and the Second Amendment thereto, recorded in Liber 6660, Page 756, all in Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 165, upon receipt from Hidden Hills Corporation, a Michigan corporation, the Developer of the Condominium, of proposals for certain amendments that do not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association, hereby amends the Condominium Bylaws attached as Exhibit "A" to the Hidden Hills Master Deed, pursuant to the authority reserved in Article VIII, Section 4 of such Condominium Bylaws, in order to enable mortgage loan financing under the United States Veterans Administration Loan Guaranty program. Such Condominium Bylaws are amended as follows:

1. Article VI, Section 2 of the Condominium Bylaws is amended to provide in its entirety as follows:

Section 2. A Co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI. No rooms in an apartment may be rented and no tenant shall be permitted to occupy except under a lease the initial term of which is at least thirty (30) days unless specifically approved in writing by the Association. Developer shall have the right to lease any number of units in the condominium project in its discretion.

2. Article VI of the Condominium Bylaws is amended by deleting Section 13 thereof in its entirety.

3. All cross-references to Article VI of the Condominium Bylaws in any of the Condominium Documents are amended where appropriate to reflect the deletion of Section 13 from Article VI.

4. The following Sections 7(a) and 7(b) are added to Article VIII of the Condominium Bylaws:

Section 7. (a) No change will be made in Article VI, Section 2, as it appears above, without the prior written approval of the Veterans Administration.

(b) No restriction under Article VI, nor any Bylaw appearing under any Article of these Bylaws will be adopted, by Amendment, or otherwise, which will make the title to any apartment unacceptable to the Veterans Administration under the provisions of VA Regulation 36.4350(b). No change will be made in this Article VIII, Section 7(b), without prior written approval of the Veterans Administration.

In all respects other than as hereinabove indicated, the Master Deed of Hidden Hills, including the Condominium Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits "A" and "B", recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

WITNESSES:

/s/ Isabelle M. Mulheron
Isabelle M. Mulheron

/s/ Charlotte I. Quade
Charlotte I. Quade

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

HIDDEN HILLS CONDOMINIUM ASSOCIATION, a
Michigan non-profit corporation

By: /s/ Lawrence R. Rospierski
Lawrence R. Rospierski, President

The foregoing Third Amendment to Master Deed of Hidden Hills was acknowledged before me this 28th day of May, 1976, by Lawrence R. Rospierski, President of Hidden Hills Condominium Association, a Michigan non-profit corporation, on behalf of the corporation.

/s/ Laura L. Laszko
Laura L. Laszko
Notary Public, Oakland County, Michigan
My commission expires: January 17, 1977

DRAFTED BY:
Robert L. Nelson, Esq.
Dykema, Gossett, Spencer, Goodnow & Trigg
2401 West Big Beaver Road
Troy, Michigan 48064
WHEN RECORDED, RETURN TO DRAFTER

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that these arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. The Association may assign general common element parking spaces for the use of the co-owners of a particular apartment or apartments in an equitable manner in the event that there arises a shortage of parking spaces in the condominium project.


(Note: Emphasis added and applies to section of Bylaws being deleted.)

PROPOSED REVISION

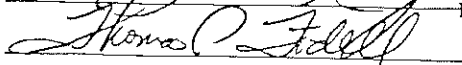
No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. Commercial vehicles or trucks shall not be parked in or about the Condominium (except as above provided) unless while making pickups or deliveries in the normal course of business. All automobiles shall be parked overnight in assigned garages or parking spaces except where a co-owner maintains two (2) cars, in which event, one car only may be parked in the duly designated parking space. In the event there arises a shortage of parking spaces, the Association may allocate or assign parking space from time to time on an equitable basis. Maintenance of more than two (2) cars by the occupants of any one apartment shall be prohibited, except with revocable written approval of the Association, in the event space is reasonably available therefor. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium premises. The Board of Directors of the Association shall have the authority to designate parking spaces and parking areas and prohibit parking on or about the Condominium Common elements where it deems necessary. In addition, the Board of Directors shall have the right to declare fire lanes no parking areas, and tow away zones and to post same upon the common elements. In the event that a co-owner or any other individual parks a vehicle in a tow away zone or improper parking space or is any other way in violation of the terms of this section, the Association shall have the right to tow away and/or remove such vehicle found on the Condominium premises parked in violation of the provisions of the Condominium Bylaws and in addition shall be entitled to recoup all costs of towing from the delinquent co-owner or individual in violation of said Bylaw.

(Note: Emphasis added and applies to section of Bylaws being added.)

Witnesses:



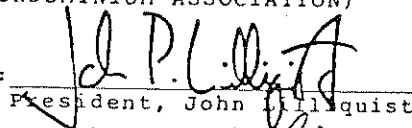
Heath Roy



Thomas P. Fodell

HIDDEN HILLS CORPORATION
(CONDOMINIUM ASSOCIATION)

BY:



President, John Lilliquist

BY:



Secretary, Nancy Lilliquist

SPECIAL MEETING OF THE CO-OWNERS
OF THE HIDDEN HILLS CONDOMINIUM ASSOCIATION

A special meeting of the Hidden Hills Condominium co-owners was held on the 14th day of September 1976 at the Hidden Hills clubhouse located at 345 Willow Grove, Rochester, Michigan at 7:30 p.m.

Present were 80 qualified designated voters of the Association duly called to said meeting as per the Bylaws.

Mr. Lilliquist presided over the meeting, introducing the proposed Bylaw Amendments as attached.

Upon casting the ballots the election judges tabulated the votes with the following results.

Article II Section 3(c)	Yes	No	Not Voting	Totals
Votes	52	12	16	80
% of Votes	65%	15%	20%	100%
% of Value	64.2%	16.1%	19.7%	100%

Article VI Section 8

	Yes	No	Not Voting	Totals
Votes	51	13	16	80
% of Votes	63.7%	16.3%	20%	100%
% of Value	62.8%	17.5%	19.7%	100%

With an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value as per Article VIII Section 3, the Bylaw proposals were passed.

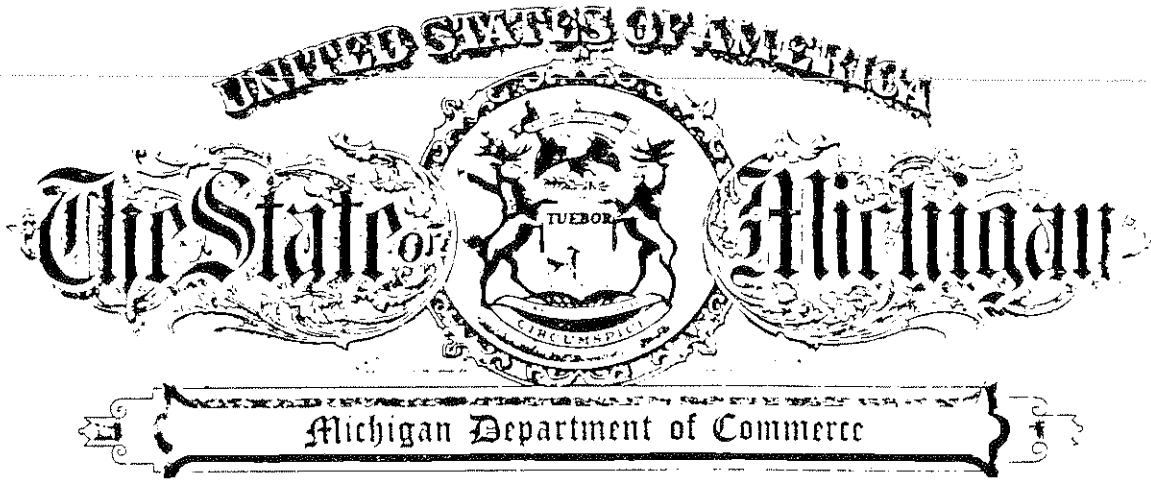
There being no further business, the meeting adjourned.

Nancy J. Lilliquist
Nancy Lilliquist, Secretary

J. P. Lilliquist
President, John Lilliquist

Thomas P. Fodell
Election Judge, Thomas P. Fodell

Thomas A. Luchi
Election Judge Thomas A. Luchi



Lansing, Michigan

To All To Whom These Presents Shall Come:

I, Richard K. Helmbrecht, Director, Michigan Department of Commerce,
Do Hereby Certify That Articles of Incorporation of _____

HIDDEN HILLS CONDOMINIUM ASSOCIATION

were duly filed in this office on the _____ 11th day of _____ June, 19 73,
in conformity with Act 284, Public Acts of 1972, and Act 327, Public Acts of 1931,
as amended.

In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this _____ 11th day
of _____ June, 19 73.

Richard K. Helmbrecht
Director

HIDDEN HILLS

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AMENDMENT TO THE ASSOCIATION BY-LAWS
OF HIDDEN HILLS CONDOMINIUM ASSOCIATION

Hidden Hills Condominium Association, a Michigan Non-Profit Corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of Hidden Hills Condominium, a residential condominium project, hereby amends the Association By-laws of Hidden Hills Condominium Association, effective June 8, 1989, in the following manner, pursuant to the authority in Article VIII of said By-laws, and by an affirmative vote of a majority of the Co-owners:

Article II, Section 2 of said By-laws, as set forth below, replaces and supersedes the original section, which original section shall be of no further force and effect:

Section 2. The first annual meeting of the members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium By-laws. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least fifteen (15) days written notice thereof shall be given to each Co-owner. Thereafter, the annual meetings of members of the Association shall be held during the month of May each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article III of these By-laws. The Co-owners may also transact at annual meetings such other business of the corporation as may properly come before them.

Article III, Section 2 of said By-laws, as set forth below, replaces and supersedes the original section, which original section shall be of no further force and effect:

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three persons and such first Board of Directors shall manage the affairs of the Corporation until a successor Board of Directors is elected by the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these By-laws. At such First Meeting of Members of the Corporation, the Board of Directors shall be increased in size from three to seven persons and then at each annual meeting of the corporation held thereafter, seven directors shall be elected. The term of office of the four directors receiving the highest number of votes shall be two years, and the term of office of the remaining three directors elected shall be one year. At the expiration of the term of office of each of the seven directors elected to the Board, his successor shall serve a term of two years. Each of the seven directors shall hold office until his successor has been elected and the new Board holds its first meeting.

Dated: August 16, 1989

HIDDEN HILLS CONDOMINIUM
ASSOCIATION, a Non-Profit
Corporation

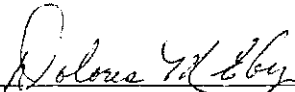
BY:

David W. King
David King, Its President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 21st day of April, 1989, before me personally appeared Billie Ireland, Mayor of the City of Rochester Hills, and Keith Sawdon, Clerk of the City of Rochester Hills, who acknowledged the within Area Maintenance Meter Agreement to be the free act and deed of the City of Rochester Hills Board, by authority of said City Board.

When recorded, return to:
City of Rochester Hills
1000 Rochester Hills Dr.
Rochester Hills, MI 48063


Dolores M. Eby, Notary Public
Oakland County, MI
My Commission Expires: 09-09-91

Document drafted by:
Association Management, Inc.
16673 E. Fifteen Mile Road
Fraser, MI 48026
W. Robert Baxter, Property Mgr.

NINTH AMENDMENT TO MASTER DEED DRAFTED BY
ASSOCIATION MANAGEMENT

O.K. — RR

AREA MAINTENANCE METER AGREEMENT

This Agreement made by and between Hidden Hills a Michigan Non-Profit Corporation (hereinafter referred to as "Association") and the City of Rochester Hills this Eleventh day of January, 1989.

#36 REG/DEEDS PAID
0001 JUN06'89 11:28AM
1198 MISC 11.00

WITNESSETH:

WHEREAS, the Master Deed and Condominium By-Laws of Hidden Hills Association located in the City of Rochester Hills, Oakland County, Michigan provide that the Association is responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the Condominium project in accordance with said Master Deed, By-Laws, Articles of Incorporation and Association By-Laws and duly adopted Rules and Regulations of the Association and the laws of the State of Michigan, and

WHEREAS, the Township has available for water customers the right to install an Area Maintenance Meter for purposes of watering lawns, etc., without a sewer rate being charged, so long as there is compliance with the Ordinances of the Township of Avon and an agreement is entered into recognizing certain obligations concerning the meter;

WHEREAS, the land to which this Agreement applies is located in the City of Rochester Hills, County of Oakland and the State of Michigan, and is more particularly described as set forth in the Exhibit attached hereto;

WHEREAS, the Association is desirous of entering into this Area Maintenance Meter Agreement for purposes of installing special meter for watering lawns, etc., without a sewer rate being charged;

NOW, THEREFORE, the parties hereto do agree as follows:

1. The Association is hereby requesting the City to be allowed to install an Area Maintenance Meter as described and provided for in the Code of Ordinances of the City of Rochester Hills, Section G-7.8.6, as a special meter for watering lawns, etc., without a sewer rate being charged.
2. The Association hereby obligates itself that it will not make any connections, other than approved by the City, to the Area Maintenance meter and will not use the water being metered only by the Area Maintenance Meter for other than authorized and allowed area maintenance. It shall not use, nor allow anyone else, to use it for any other purpose.
3. The Building Number, Unit Numbers, and addresses where meters will be installed are:

BUILDING NUMBERS	ADDRESS	UNIT NO.
22	314 WILLOW GROVE	116
19	315 WILLOW GROVE	94
18	335 WILLOW GROVE	75
23	336 WILLOW GROVE	78
6	368 WILLOW GROVE	29
5	396 WILLOW GROVE	23
2	430 WILLOW GROVE	9
9	1000 WILLOW GROVE CT	126
12	1052 WILLOW GROVE CT	51
24	1069 WILLOW GROVE CT	122
16	1086 WILLOW GROVE CT	93
17	1114 WILLOW GROVE CT	81

4. The Association shall allow entry by the City and/or its authorized agents and/or representatives at any reasonable hour to inspect the Area Maintenance Meter and piping system. The Association agrees that any refusal of entry shall constitute of an illegal connection or use of the Area Maintenance Meter.

O.K. - RR

5. The Association agrees that upon there being evidence of, and/or an illegal connection and/or illegal use of the Area Maintenance Meter, the City may, at its option:

(a) Disconnect or cause the disconnection of Area Maintenance Meter;

(b) Charge the Association for whatever sewer charges should have been charged during the period of the violation of the Area Maintenance Meter, as determined, in its discretion, by the City Water Department, based upon available information; and/or

(c) Issue a citation for a violation of this Ordinance to be answerable in District Court.

6. In consideration of the promises of the Association as set forth herein, and upon compliance with the Ordinances of the City of Rochester Hills, the City shall allow the Association, on behalf of the Condominium owners, the use of the Area Maintenance Meter.

7. Upon any refusal to disconnect the Area Maintenance Meter upon request as set forth in paragraph 5, the City may refuse to supply water to the above described premises.

8. The Association agrees this Agreement may be recorded in the Register of Deeds for the County of Oakland.

9. This Agreement shall be binding upon and run with the land, and shall inure to the benefit of and be an obligation upon the parties hereto, their successors and assigns.

WITNESSETH:

HIDDEN HILLS ASSOCIATION,
a Non-Profit Corporation

W. Robert Baxter

W. Robert Baxter

David W. King

David King President

George O'Brien

George O'Brien

Lottie Walega

Lottie Walega Secretary

CITY OF ROCHESTER HILLS

Doris J. Keylon

Doris J. Keylon

Billie M. Ireland

Billie M. Ireland, Mayor

Mary Jane Leslie

Mary Jane Leslie

Keith Sawdon

Keith Sawdon, Clerk

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 12th day of JANUARY, 1989, before me personally appeared DAVID KING and Lottie Walega to me personally know, who being by me sworn, did each say that they are the President and Secretary of the non-profit corporation named in and which executed the within Area Maintenance Agreement, and that said Agreement was signed in behalf of said non-profit corporation by authority of its board of directors, and acknowledged said instrument to be the free act and deed of said non-profit corporation.

Nutary
Patricia Lesher

NINTH AMENDMENT TO THE ASSOCIATION BY-LAWS
OF HIDDEN HILLS CONDOMINIUM ASSOCIATION

Hidden Hills Condominium Association, a Michigan Non-Profit Corporation, being the Association responsible for the management, maintenance, operation and administration of the affairs of Hidden Hills Condominium, a residential condominium project, hereby amends the Association By-laws of Hidden Hills Condominium Association, effective June 8, 1989, in the following manner, pursuant to the authority in Article VIII of said By-laws, and by an affirmative vote of a majority of the Co-owners:

Article II, Section 2 of said By-laws, as set forth below, replaces and supersedes the original section, which original section shall be of no further force and effect:

Section 2. The first annual meeting of the members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium By-laws. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least fifteen (15) days written notice thereof shall be given to each Co-owner. Thereafter, the annual meetings of members of the Association shall be held during the month of May each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article III of these By-laws. The Co-owners may also transact at annual meetings such other business of the corporation as may properly come before them.

Article III, Section 2 of said By-laws, as set forth below, replaces and supersedes the original section, which original section shall be of no further force and effect:

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three persons and such first Board of Directors shall manage the affairs of the Corporation until a successor Board of Directors is elected by the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these By-laws. At such First Meeting of Members of the Corporation, the Board of Directors shall be increased in size from three to seven persons and then at each annual meeting of the corporation held thereafter, seven directors shall be elected. The term of office of the four directors receiving the highest number of votes shall be two years, and the term of office of the remaining three directors elected shall be one year. At the expiration of the term of office of each of the seven directors elected to the Board, his successor shall serve a term of two years. Each of the seven directors shall hold office until his successor has been elected and the new Board holds its first meeting.

Dated: August 16, 1989

HIDDEN HILLS CONDOMINIUM
ASSOCIATION, a Non-Profit
Corporation

BY:

David W. King
David King, Its President

HIDDEN HILLS CONDOMINIUM
ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Hidden Hills, a condominium, (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 6238, Pages 15 through 50, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The first annual meeting of members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

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

Section 4. 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 seven (7) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) the Condominium 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 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of 3 persons and such first Board of Directors shall manage the affairs of the corporation until a successor Board of Directors is elected at the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At such First Meeting of Members of the Corporation, the Board of Directors shall be increased in size from 3 to 7 persons and then at each annual meeting of the corporation held thereafter, 7 directors shall be elected. The term of office (except for the Board of Directors elected at the First Annual Meeting of Members) of each director shall be one (1) year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. Vacancies in the Board of Directors (including the First Board of Directors named in the Articles of Incorporation) 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. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the Directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. 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 ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 9. 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 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. 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 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, 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.

Section 2. 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. 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.

Section 4. 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.

Section 5. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 6. 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 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.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all 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 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE V

SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal," and "Michigan."

ARTICLE VI

FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

Section 2. The fiscal year of the corporation 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.

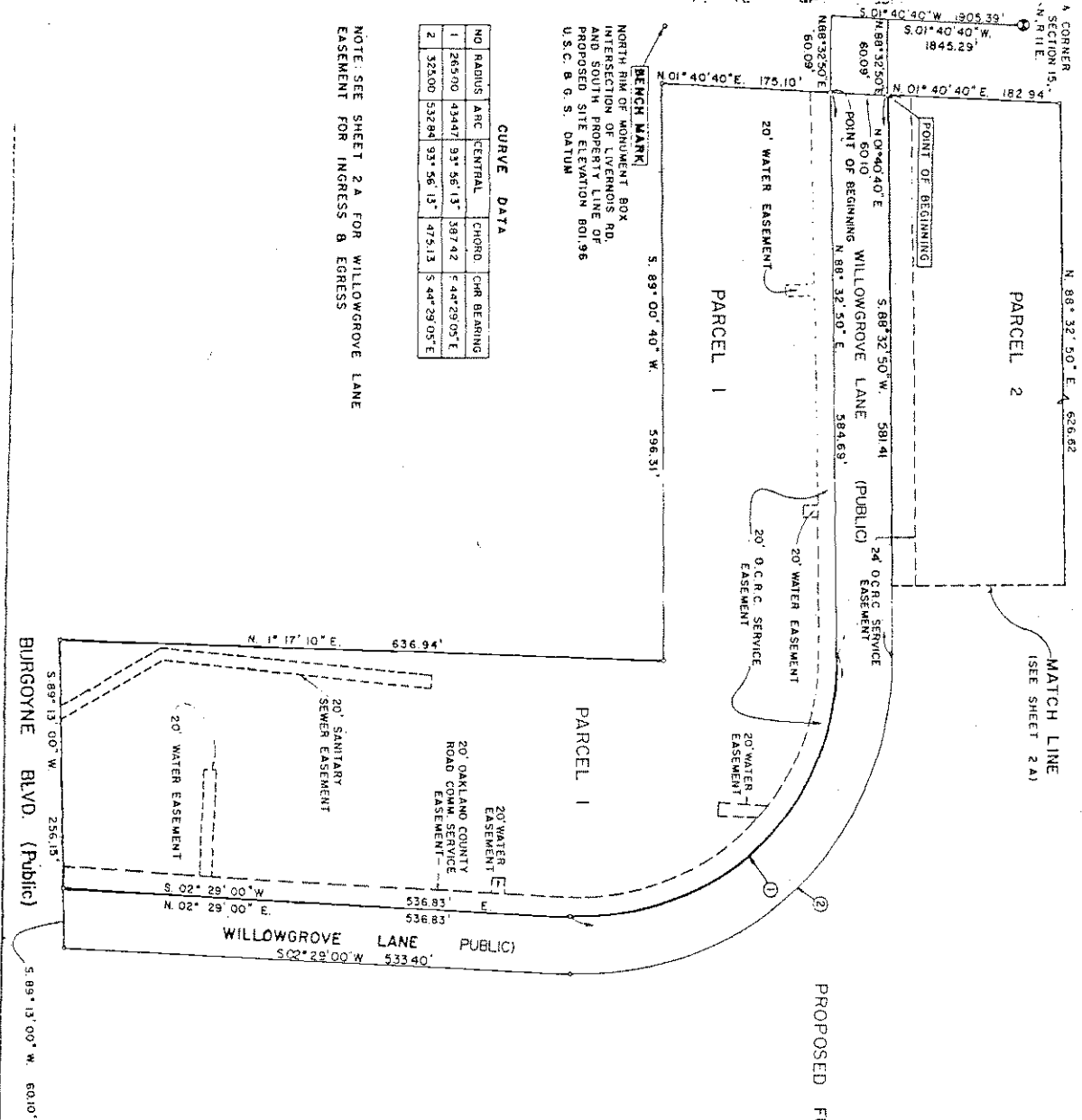
Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding 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 corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. 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.

A CORNER SECTION 15, N. R. 11 E.



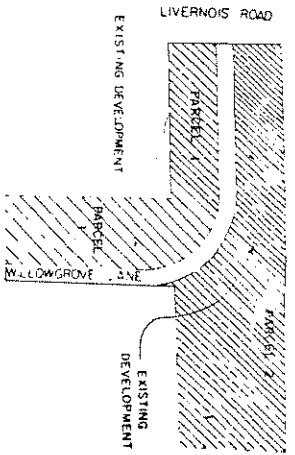
CURVE DATA

NO	RADIUS	ARC CENTRAL ANGLE	CHORD	CHR BEARING
1	265.00	43°44'	187.42	S 44°29'05\" E
2	325.00	53°28'	217.13	S 44°29'05\" E

NOTE: SEE SHEET 2 A FOR WILLOWGROVE LANE EASEMENT FOR INGRESS & EGRESS

NORTH PIN OF MONUMENT BOX INTERSECTION PROPERTY CORNER OF PROPOSED SITE ELEVATION 801.96 U.S.C. & G. S. DATUM

PROPOSED FUTURE DEVELOPMENT



SURVEYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT I HAVE SURVEYED THE PROPERTY HEREIN DESCRIBED AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED

DATE 11-1-77

WILLIAM L. ROSKELLY
REGISTERED LAND SURVEYOR # 0705

(*) INDICATES STEEL BAR



BURGOYNE BLVD. (Public) 589° 13' 00\" W. 60.10'

HIDDEN HILLS SURVEY PLAN

APPROVED
ARR 07/88
MURIEL G. BRANNAN
COMMUNITY DEVELOPMENT

RESNETY & SMITH, INC.
1111-1-77
11-1-77
11-1-77
11-1-77

**HIDDEN
HILLS
OWNER'S
MANUAL**

HOW TO USE YOUR CONDOMINIUM

There are a wide variety of services available to you as an owner of the Hidden Hills condominiums. Here are some facts about some of those services.

1. The Pool. The pool is open during the summer months during certain hours as set by the Board. It has shower facilities and lawn chairs and there is a pool attendant present during the hours the pool is open.

You are encouraged to use the pool provided that you (a) have a pool identification tag obtained from the clubhouse director and (b) use the pool according to the pool rules and regulations.

2. The Community House. The community house is available for parties and other functions and includes a complete kitchen facility. There is a rental fee and security deposit required for using the clubhouse and it must be reserved in advance through the clubhouse director.

3. The association, through the Board of Directors, has contracted for both snow removal and lawn care service.

As to snow removal, please remember that the snow removers cannot clear off areas in which cars are parked. The management company is responsible for supervising the work of the snow removal crews and they, not the Board of Directors, should be contacted if the snow is not removed from your streets.

The lawn care service contracted for by the Board of Directors includes fertilizing, weekly mowing, trimming of the edges, and leaf removal from lawns. However, it does not treat for fungus nor clean leaves from flower beds in front of or inside the court yard walls. These latter services are the responsibility of owners.

4. Trash Pickup. Trash is picked up on a weekly basis. You should place your trash in bags or secure containers at the corners of your lawn. Do this as late as possible, preferably no earlier than the morning of the pickup day. Pickup men seem willing to take almost anything that they can pack into their truck. Newspaper should be stacked and tied and boxes should be broken down and tied, too. The usual days for pickup are Tuesday for Avon Township residents and Wednesday for Rochester residents. Only a few owners—those at the north end of the court—belong in this latter group.

5. Improvements to Your Unit. The Board of Directors encourages all co-owners to improve the landscaping and other aspects of their units. However, it is extremely important that any such modification be submitted to the Board of Directors for their approval prior to the beginning of any work. If you desire to make such an improvement, you must submit a written plan and description to the chairperson of the Board prior to the time you plan to undertake the improvement.

6. Who To Contact. Co-owners have expressed questions in the past as to who to contact about problems they may encounter with their unit. As a general rule, if the problem you are experiencing is a matter needing repairs, maintenance services, or a problem relating to your maintenance fee, you should contact the management company. If you have questions about non-routine matters, such as

modifications to your unit, or questions about overall policy, you should contact the Board of Directors through the chairperson or other members.

7. A Word About Rules. Because our homes in a condominium are grouped into buildings, and our buildings are grouped on the land, our activities as owners inevitably affect the other owners in our complex more than in a single family home situation. Additionally, our legal responsibility for the complex as a whole makes us more responsible for maintaining our living conditions and standards. Individual co-owners may find it annoying when the Board of Directors demands prior notice of certain activities, or forbids certain activities. However, it is our strong belief based on our experience and the experience of other condominium complexes, that enforcement of the rules regarding the appearance, maintenance and use of our complex are essential to maintain it in a way of which we will all be proud.

It is the policy of the Board of Directors to fully enforce the rules and regulations of the condominium. We are certain that by doing so we improve the lives of all the owners here and maintain the fine property values of this beautiful complex.

BYLAWS

What follows is a list of some of the rules contained in the By-laws. A complete list of the rules pertaining to the operation of this complex is contained in the By-laws and this partial list of intended to acquaint all owners with some of the rules which most commonly affect them.

a. Modifications. This rule has been stated before in this pamphlet, but it is worth repeating again: no co-owner shall make alterations in exterior appearance or make structural modifications to his apartment or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors.

b. Parking is not permitted on any roadway within the complex and co-owners are not to use the guest parking lots for parking their own cars on a regular basis. There are also to be no boats, commercial vehicles, campers, trucks, etc., parked in the complex, unless prior approval of the Board is obtained.

C. Advertising devices, including For Sale signs, that are visible from the exterior or common areas may not be displayed without the written permission of the association, then only on weekends.

d. No animal, including household pets, shall be kept without prior written consent of the Board of Directors and no animal shall be permitted to run loose in the common elements and any animal shall, at all times, be attended by some responsible person while on the common elements.

e. Maintenance fees are due at the end of each month. These fees are required for the board continuing operation of the condominium complex, and the Board will exercise its powers to collect those fees if it becomes necessary to do so.

We hope that this pamphlet has been explanatory in describing the nature of our condominium organization, and that it has been helpful in describing the uses of the facilities and the rules which govern those uses. Please keep this guide for reference to future questions which may arise regarding your ownership in Hidden Hills.

Welcome to Hidden Hills! You have become a member of a community of home owners who enjoy many privileges and share many common responsibilities. This pamphlet attempts to explain how we are organized as a condominium community, how you can make best use of the facilities and advantages offered to our members, and, finally, the responsibilities which are attached to this form of home ownership. It is intended as a general guide and a supplement to the Master Deed and By-Laws which you have already received.

HOW WE ARE ORGANIZED

As a condominium owner, your ownership rights fall into two categories. The first is, of course, your sole ownership of your unit in the condominium. This ownership is similar to that of any home owner. As a condominium owner, you have rights in your own individual unit, and you, jointly with the other owners, share the rights to the whole complex. Since we are all joint owners of the complex as a whole, we share joint responsibility for the entire condominium. The ground on which the buildings sit, the exteriors of the buildings themselves, the pool and community house; all these are the joint responsibility of the owners as a whole. It is for this reason that you will often find yourself referred to in condominium documents as a "co-owner."

In order to take care of our joint responsibilities, the Master Deed provides that we elect a Board of Directors to govern the complex. The Board of Directors then has the legal power to enter into the necessary contracts and take the necessary steps to keep the complex running. These duties include maintenance of the grounds and buildings, regulation of the parking, drives, pool and community hours, maintenance of insurance on the premises, and many other matters.

The Board of Directors is elected by the co-owners at annual meetings. The Board members are unpaid volunteers who agree to act on behalf of the co-owners to make the necessary decisions for the management of the complex.

The operation of a complex such as ours requires a number of routine tasks such as collecting maintenance fees, and overseeing routine repairs and services. Since it is impractical and unreasonable for the Board members to perform these tasks themselves, a management company is hired by the Board to perform such tasks, and to generally assist the Board in its functioning.

The management company collects assessments, supervises maintenance and repairmen and generally handles those tasks too specialized or time consuming for Board members to handle themselves.

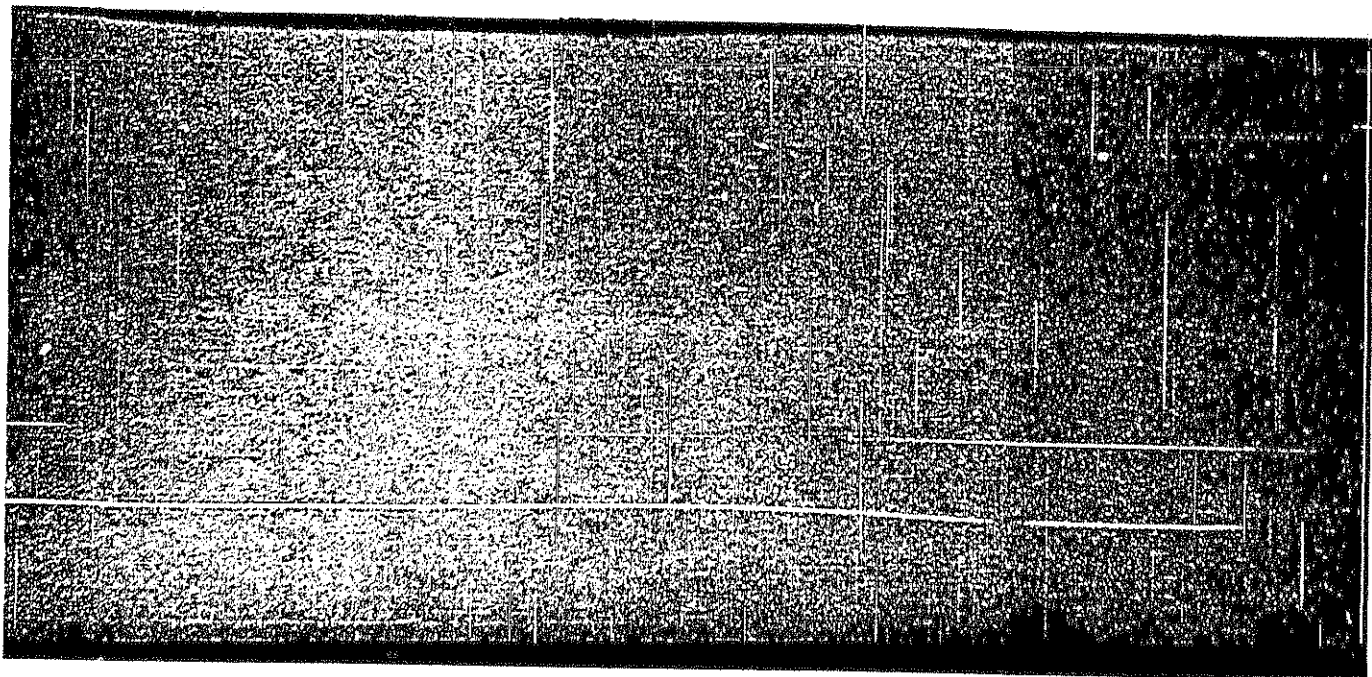
The source of all this organization described above is the Master Deed and By-laws which are the legal documents creating the basis for our condominium organization. We suggest that you refer to those documents for any additional details you may need concerning the organization of our condominium, and in case of any conflict between this pamphlet and those documents, it is the Master Deed and By-laws which would control.

Form CS-2208 (Rev. 8/72)

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE
CORPORATION AND SECURITIES BUREAU
CORPORATION DIVISION
LANSING, MICHIGAN

(THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED)

DO NOT WRITE IN SPACES BELOW - FOR DEPARTMENT USE	
Date Received: JUN - 6 1973	<p style="text-align: center;">FILED JUN 11 1973 <i>Richard H. Kelly</i> DIRECTOR Michigan Department of Commerce</p>
NAME OF CORPORATION: Hidden Hills Condominium Association	
CORPORATE DOCUMENT: Articles of Incorporation	



NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporation for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, and Act 284, P.A. of 1972, as follows:

ARTICLE I

The name of the corporation is HIDDEN HILLS CONDOMINIUM ASSOCIATION. *ff*

ARTICLE II

The purpose or purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Hidden Hills, a condominium, (hereinafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance, and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any apartment in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 229 of Public Acts of 1963, as from time to time amended;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is: 4091 Shorecrest Dr., Oakland County, West Bloomfield, Michigan 48033.

Post office address of the first registered office is: 4091 Shorecrest Dr., West Bloomfield, Michigan 48033.

h

ARTICLE IV

The name of the first resident agent is: Michael R. Weger.

ARTICLE V

Said corporation is organized upon a non-stock basis;

The amount of assets which said corporation possesses is:

Real Property:	None
Personal Property:	None

Said corporation is to be financed under the following general plan:

Assessment of Members

ARTICLE VI

The names and places of business of each of the incorporators are as follows:

John Daichendt, 4091 Shorecrest Dr., West Bloomfield, Michigan 48033
Carl Muma, 4091 Shorecrest Dr., West Bloomfield, Michigan 48033
Sami Harb, 4091 Shorecrest Dr., West Bloomfield, Michigan 48033

ARTICLE VII

The names and addresses of the first Board of Directors are as follows:

Richard S. Crawford, 4091 Shorecrest Dr., West Bloomfield, Michigan 48033
L. David Kellert, 4091 Shorecrest Dr., West Bloomfield, Michigan 48033
Joseph Baranska, 4091 Shorecrest Dr., West Bloomfield, Michigan 48033

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

The qualifications of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each co-owner (including the Developer) of an apartment in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to an apartment in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a deed or other instrument establishing a change of record title to such apartment and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.

- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his apartment in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

We, the incorporators, sign our names this 13th day of March, 1973.

[Signature]
John Daichendt

[Signature]
Carl Muma

[Signature]
Sami Harb

STATE OF MICHIGAN)
) SS.
COUNTY OF Oakland)

On this 13th day of March, 1973, before me personally appeared John Daichendt, Carl Muma and Sami Harb to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

[Signature]
Laura L. Laszko
Notary Public, Oakland County, Michigan
My Commission Expires: 1/17/77

HIDDEN HILLS CORPORATION
P. O. Box 529
Birmingham, Michigan 48012

June 4, 1973

Mrs. Pauline Detzler
Associate Director
Corporation and Securities Bureau
P. O. Drawer C
Lansing, Michigan 48904

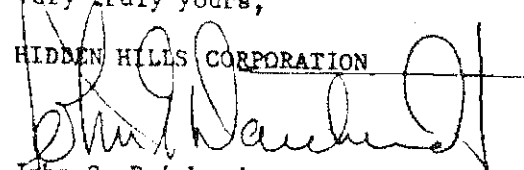
Re: Hidden Hills Condominium Association

Dear Mrs. Detzler:

Hidden Hills Corporation hereby consents to the adoption
by the above condominium association of the name "Hidden
Hills Condominium Association".

Very truly yours,

HIDDEN HILLS CORPORATION


John G. Daichendt
Secretary-Treasurer

JGD:11

Michigan Dept. of Commerce
RECEIVED
JUN 6 1973

(For Use by Domestic and Foreign Corporations)

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE
AND/OR CHANGE OF RESIDENT AGENT**

The undersigned corporation, in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, does here certify as follows:

1. The name of the corporation is HIDDEN HILLS CONDOMINIUM ASSOCIATION

2. The address of its ~~former~~ registered office is: (See instructions on reverse side)
4091 Shorecrest Drive, West Bloomfield, Michigan 48033
(No. and Street) (Town or City) (Zip Code)

The mailing address of its former registered office is: (Need not be completed unless different from the above address)
_____, Michigan _____
(No. and Street or P.O. Box) (Town or City) (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)
The address of the registered office is changed to:
_____, Michigan _____
(No. and Street) (Town or City) (Zip Code)

The mailing address of the registered office is changed to: (Need not be completed unless different from the above address)
_____, Michigan _____
(No. and Street or P.O. Box) (Town or City) (Zip Code)

4. The name of the former resident agent is Michael R. Weger

5. (The following is to be completed if the resident agent is changed.)
The name of the successor resident agent is Richard S. Crawford

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 18th day of November, 19 74

HIDDEN HILLS CONDOMINIUM ASSOCIATION
(Name of Corporation)
BY Lawrence R. Rospierski
(Signature of President)
Lawrence R. Rospierski, President
(Type or Print Name and Title)

(See Instructions on Reverse Side)

See notes in spaces below — (for Department use)

DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Done
FEB-3 1975

FILED
 Michigan Department of Commerce
 FEB - 5 1975
Richard W. Hendrick
 DIRECTOR

C & S - 113
(Rev. 1/74)

INFORMATION AND INSTRUCTIONS

Certificate of Change of Registered Office and/or Change of Resident Agent

1. Insert the present address of the registered office in part 2 of the certificate. This address must agree with the address of the registered office as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
2. The mailing address of the registered office should be the same address as the registered office unless a post office box is designated as the mailing address.
3. Insert the name of the present resident agent in part 4 of the certificate. This name must agree with the name of the resident agent as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
4. The Certificate is required to be signed in ink by the chairman or vice-chairman of the board, or the president or a vice-president of the corporation.
5. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate for filing.
6. Filing fee \$1.00
(Make fee payable to State of Michigan)
7. Mail form and fee to:

Michigan Department of Commerce
 Corporation and Securities Bureau
 Corporation Division
 P.O. Drawer C
 Lansing, Michigan 48904

(For Use by Domestic and Foreign Corporations)

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE
AND OF CHANGE OF RESIDENT AGENT**

The undersigned corporation, in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, does here certify as follows:

1. The name of the corporation is HIDDEN HILLS CONDOMINIUM ASSOCIATION

2. The address of its former registered office is: (See instructions on reverse side)

4091 Shorecrest Drive, West Bloomfield, Michigan 48033
(No. and Street) (Town or City) (Zip Code)

The mailing address of its former registered office is: (Need not be completed unless different from the above address)

_____, Michigan _____
(No. and Street or P.O. Box) (Town or City) (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)

The address of the registered office is changed to:

_____, Michigan _____
(No. and Street) (Town or City) (Zip Code)

The mailing address of the registered office is changed to: (Need not be completed unless different from the above address)

_____, Michigan _____
(No. and Street or P.O. Box) (Town or City) (Zip Code)

4. The name of the former resident agent is Richard S. Crawford

5. (The following is to be completed if the resident agent is changed.)

The name of the successor resident agent is Lawrence R. Rospierski

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 3rd day of February, 19 75

HIDDEN HILLS CONDOMINIUM ASSOCIATION

(Name of Corporation)

BY

(Signature of President, Vice-President, Chairman or Vice-Chairman)

Lawrence R. Rospierski

President, Hidden Hills Condominium Association

(Type or Print Name and Title)

(See Instructions on Reverse Side)

sp

Michigan Department of Commerce — (for Department use)

DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

FEB 7 1975	

FILED

Michigan Department of Commerce

FEB 11 1975

Richard K. H. ...

DIRECTOR

C & S - 113
(Rev. 1/74)

INFORMATION AND INSTRUCTIONS

Certificate of Change of Registered Office and/or Change of Resident Agent

1. Insert the present address of the registered office in part 2 of the certificate. This address must agree with the address of the registered office as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
2. The mailing address of the registered office should be the same address as the registered office unless a post office box is designated as the mailing address.
3. Insert the name of the present resident agent in part 4 of the certificate. This name must agree with the name of the resident agent as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
4. The Certificate is required to be signed in ink by the chairman or vice-chairman of the board, or the president or a vice-president of the corporation.
5. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate for filing.
6. Filing fee \$5.00
(Make fee payable to State of Michigan)
7. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Drawer C
Lansing, Michigan 48904

(For Use by Domestic and Foreign Corporations)

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE
AND/OR CHANGE OF RESIDENT AGENT**

Please Read Carefully Instructions on Back of this Form

The undersigned corporation, in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, does here certify as follows:

1. The name of the corporation is Hidden Hills Condominium Association

2. The address of its former registered office is: (See instructions on reverse side)
4091 Shorecrest Drive, West Bloomfield, Michigan _____
(No. and Street) (Town or City) (Zip Code)

The mailing address of its former registered office is: (Need not be completed unless different from the above address)

4091 Shorecrest Drive, West Bloomfield, Michigan _____
(No. and Street or P.O. Box) (Town or City) (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)
The address of the registered office is changed to:
23875 Northwestern Highway, Southfield, Michigan 48075
(No. and Street) (Town or City) (Zip Code)

The mailing address of the registered office is changed to: (Need not be completed unless different from the above address)

23875 Northwestern Highway, Southfield, Michigan 48075
(No. and Street or P.O. Box) (Town or City) (Zip Code)

4. The name of the former resident agent is Lawrence R. Rospierski

5. (The following is to be completed if the resident agent is changed.)
The name of the successor resident agent is Thomas T. Demery

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 28 day of October, 19 76

Hidden Hills Condominium Association

(Name of Corporation)

BY

Kathy Nolan
(Signature of President, Vice-President, Chairman or Vice-Chairman)

Kathy Nolan, Vice President

(Type or Print Name and Title)

(See Instructions on Reverse Side)

write in spaces below — (for Department use)

DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received	<p>FILED</p> <p>NOV - 3 1976</p> <p><i>Richard W. H. H. H.</i></p> <p>DIRECTOR</p> <p>Michigan Department of Commerce</p>
NDV - 1 1976	

C & S - 113 (Rev. 2-76)

INFORMATION AND INSTRUCTIONS

Certificate of Change of Registered Office and/or Change of Resident Agent

1. Insert the present address of the registered office in part 2 of the certificate. This address must agree with the address of the registered office as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
2. A post office box is not permitted to be designated as the address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
3. Insert the name of the present resident agent in part 4 of the certificate. This name must agree with the name of the resident agent as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
4. The Certificate is required to be signed in ink by the chairman or vice-chairman of the board, or the president or a vice-president of the corporation.
5. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate for filing.
6. Filing fee \$5.00
(Make fee payable to State of Michigan)
7. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Drawer C
Lansing, Michigan 48904

(For Use by Domestic and Foreign Corporations)

**CERTIFICATE OF CHANGE OF REGISTERED OFFICE
AND/OR CHANGE OF RESIDENT AGENT**

Please Read Carefully Instructions on Back of this Form

The undersigned corporation, in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, does here certify as follows:

1. The name of the corporation is HIDDEN HILLS CONDOMINIUM ASSOCIATION

2. The address of its former registered office is: (See instructions on reverse side)
23875 Northwestern Southfield, Michigan 48075
(No. and Street) (Town or City) (Zip Code)

The mailing address of its former registered office is: (Need not be completed unless different from the above address)

Same
(No. and Street or P.O. Box) (Town or City) (Zip Code)

3. (The following is to be completed if the address of the registered office is changed.)

The address of the registered office is changed to:

24500 Northwestern Southfield, Michigan 48075
(No. and Street) (Town or City) (Zip Code)

The mailing address of the registered office is changed to: (Need not be completed unless different from the above address)

Same
(No. and Street or P.O. Box) (Town or City) (Zip Code)

4. The name of the former resident agent is Thomas T. Demery

5. (The following is to be completed if the resident agent is changed.)

The name of the successor resident agent is David J. Kott

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The changes designated above were authorized by resolution duly adopted by its board of directors.

Signed this 30th day of September, 19 77

HIDDEN HILLS CONDOMINIUM ASSOCIATION

(Name of Corporation)

BY

John P. Lillquist
(Signature of President, Vice-President, Chairman or Vice-Chairman)

JOHN LILLQUIST, PRESIDENT

(Type or Print Name and Title)

(See Instructions on Reverse Side)

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU

Date Received	<p>FILED</p> <p>Michigan Department of Commerce</p> <p>NOV - 2 1977</p> <p><i>Richard K. H. Hullett</i> DIRECTOR</p>
OCT 24 1977	

C & S - 113 (Rev. 2-76)

INFORMATION AND INSTRUCTIONS

Certificate of Change of Registered Office and/or Change of Resident Agent

1. Insert the present address of the registered office in part 2 of the certificate. This address must agree with the address of the registered office as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
2. A post office box is not permitted to be designated as the address of the registered office. The mailing address may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
3. Insert the name of the present resident agent in part 4 of the certificate. This name must agree with the name of the resident agent as designated in the articles of incorporation or subsequent corporate certificate reflecting a change as filed with the Corporation and Securities Bureau.
4. The Certificate is required to be signed in ink by the chairman or vice-chairman of the board, or the president or a vice-president of the corporation.
5. One original copy is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Certificate for filing.
6. Filing fee \$5.00
(Make fee payable to State of Michigan)
7. Mail form and fee to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P.O. Drawer C
Lansing, Michigan 48904

(Please do not write in spaces below -- for Department use)

MICHIGAN DEPARTMENT OF COMMERCE -- CORPORATION AND SECURITIES BUREAU	
FILED	Date Received
JUN 2 1982	MAY 13 1982
Administrator MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau	

(See Instructions on Reverse Side)
For Use by Domestic and Foreign Corporations

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT

INSERT CORPORATION IDENTIFICATION NUMBER 713-017

This certificate is executed in accordance with the provisions of Section 242 of Act 284, Public Acts of 1972, as amended, as follows:

1. The name of the corporation is	<u>HIDDEN HILLS CONDOMINIUM ASSOCIATION</u>		
2. The address of its registered office as currently on file with the Corporation and Securities Bureau is: <small>(See Part 2 of instruction)</small>	<u>24500 Northwestern</u> <small>(No. and Street)</small>	<u>Southfield</u> <small>(Town or City)</small>	<u>Michigan 48075</u> <small>(Zip Code)</small>
The mailing address of its registered office is: <small>(Complete only if different from above address. See Part 3 of instructions)</small>		<u>Michigan</u>	<u></u> <small>(Zip Code)</small>
3. (Complete if the address of the registered office is changed.) The address of the registered office is changed to: <small>(See Part 3 of instructions)</small>	<u>37264 CHARTER OAKS BLVD.</u> <small>(No. and Street)</small>	<u>MT. CLEMENS</u> <small>(Town or City)</small>	<u>Michigan 48043</u> <small>(Zip Code)</small>
The mailing address of the registered office is changed to: <small>(Complete only if different from above address. See Part 3 of instructions)</small>		<u>Michigan</u>	<u></u> <small>(Zip Code)</small>
4. The name of the resident agent as currently on file with the Corporation and Securities Bureau is <small>(See Part 4 of instructions)</small>	<u>DAVID J. KOTT</u>		
5. (Complete if the resident agent is changed.) The name of the successor resident agent is	<u>WILLIAM W. BROSE</u>		
6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.			
7. The changes designated above were authorized by resolution duly adopted by its board of directors or trustees.			

Signed this 12 day of May, 19 82

By *Steven Taflinger*
(Signature of President, Vice-President, Secretary, Assistant Secretary, Chairperson or Vice-Chairperson)

STEVEN TAFLINGER, PRESIDENT BOARD OF DIRECTORS
(Type or Print Name and Title)

Attest

MICHIGAN DEPARTMENT OF COMMERCE - CORPORATION AND SECURITIES BUREAU

(FOR BUREAU USE ONLY)

FILED

MAY 23 1984

Administrator
MICHIGAN DEPT. OF COMMERCE
Corporation & Securities Bureau

Date Received
MAR 30 1984

MAY 9 1984

CERTIFICATE OF CHANGE OF REGISTERED OFFICE AND/OR CHANGE OF RESIDENT AGENT
For use by Domestic and Foreign Corporations

(Please read instructions on reverse side before completing form)

Pursuant to the provisions of Act 284, Public Acts of 1972, as amended (profit corporations), or Act 162, Public Acts of 1982 (nonprofit corporations), the undersigned corporation executes the following Certificate:

1. The name of the corporation is: HIDDEN HILLS CONDOMINIUM ASSOCIATION

2. The corporation identification number (CID) assigned by the Bureau is: 7 1 3 - 0 1 7

3. a. The address of the registered office as currently on file with the Bureau is:
37264 Charter Oaks Blvd. Mt. Clemens, Michigan 48043
(Street Address) (City) (ZIP Code)

b. The mailing address of the registered office if different than above is:
(P.O. Box) (City) Michigan (ZIP Code)

c. The name of the resident agent as currently on file with the Bureau is:
WILLIAM W. BROSE

4. (Complete if the address of the registered office is changed)
The address of the registered office is changed to:
11673 E. Fifteen Mile Rd. Fraser, Michigan 48026
(Street Address) (City) (ZIP Code)

The mailing address of the registered office if different than above is:
(P.O. Box) (City) Michigan (ZIP Code)

5. (Complete if the resident agent is changed)
The name of the successor resident agent is:
ASSOCIATION MANAGEMENT, INC.

6. The corporation further states that the address of its registered office and the address of the business office of its resident agent, as changed, are identical.

7. The above changes were authorized by resolution duly adopted by its board of directors or trustees.

Signed this 27 day of March, 19 84

By *William W. Brose* Steve Tafinger, President
(Signature) (Type or Print Name and Title)

WILLIAM W. BROSE, As Agent For PRESIDENT, BOARD OF DIRECTORS

Required by Section 911, Act 162, Public Acts of 1982, as amended. Failure to file this report may result in the dissolution/revocation of the corporation.

**MICHIGAN
ANNUAL REPORT
NONPROFIT CORPORATIONS
1992**

924E#7165 1001 N-MAR \$10.00

924E#7165 1001 DRG&FI \$5.00
FOR OFFICE USE ONLY

Corporation Number
713017

This Report must be filed on or before October 1, 1992.

If the Resident Agent, Registered Office, or the mailing address of the Registered Office has changed, enter the corrections below and add \$5.00 to the \$10.00 filing fee. Make remittance payable to "State of Michigan".

FILED BY DEPARTMENT NOV 12 1992

FOR OFFICE USE ONLY
FILED BY DEPARTMENT JAN 30 1993

1. Corporate Name HIDDEN HILLS CONDOMINIUM ASSOCIATION 11673 E. FIFTEEN MILE RD. FRASER MI 48026	1a. Mailing address of registered office if different than 1 16673 FIFTEEN MILE ROAD CLINTON TOWNSHIP, MI 48035-2206
---	---

2. Resident Agent ASSOCIATION MANAGEMENT, INC.	2a. Resident Agent if different than 2
---	--

3. Registered Office Address in Michigan - NO., STREET, CITY, ZIP 11673 E. FIFTEEN MILE RD. FRASER MI 48026	3a. Address of registered office if different from 3 - NO., STREET, CITY, ZIP 16673 FIFTEEN MILE ROAD CLINTON TOWNSHIP, MI 48035-2206
---	---

The corporation states that the address of its Registered Office and the business office of its Resident Agent are identical. Any changes were authorized by resolution duly adopted by its Board of Directors.

4. Federal Employer Number 38-2035481	5. Term of Existence (if not perpetual) PERPETUAL	6. The Act Under Which Incorporated (if other than 1931, P.A. 327 or 1982, P.A. 162) 284-1972
7. State of Incorporation MI	8. Incorporation Date 06/11/1973	9. Date of Admittance (Foreign Corporation)

10. The value of all real and personal property and cash owned at the time of filing this report (IF NONE ENTER "NONE"): \$ 106,807.00	11. The authorized capital stock value (if any): \$ NONE	11a. Number of shares: NONE
---	---	--------------------------------

12. Describe the purpose and activities of the corporation during the year covered by this report:
TO MANAGE AND ADMINISTER THE AFFAIRS OF HIDDEN HILLS CONDOMINIUM ASSOCIATION

13. What, if any, distribution of funds has been made to any members or shareholders during the year covered by this report. Explain your answer (IF NONE ENTER "NONE"):
NONE

14. Provide the total amount of any loans, advances, overdrafts or withdrawals and repayments thereof made to or by officers, directors, members, or shareholders of the corporation otherwise than in the ordinary and usual course of business of the corporation and on the ordinary and usual terms of repayment and security at the time of filing. Explain your answer (IF NONE ENTER "NONE"):
NONE

15. Corporate Officers and Directors - As of October 1, 1992 (Name, Street Address, City, State, ZIP Code)

If different than President	President	ROSE MARY PHILLIPS	1032 WILLOW GROVE CT	ROCHESTER HILLS	MI	48307
	Secretary	BOB COLLINS	434 WILLOA GROVE	ROCHESTER HILLS	MI	48307
	Treasurer	BILL CLARK	382 WILLOW GROVE	ROCHESTER HILLS	MI	48307
If different than Officers	V PRES	TOM STEFANAC	340 WILLOW GROVE	ROCHESTER HILLS	MI	48307
	Director	EDWARD FREEMAN	308 WILLOW GROVE	ROCHESTER HILLS	MI	48307
	Director	MARVIN TERRY	314 WILLOW GROVE	ROCHESTER HILLS	MI	48307
	Director	HAROLD SIMON	1110 WILLOW GROVE CT	ROCHESTER HILLS	MI	48307

If the Resident Agent, Registered Office, or the mailing address of the Registered Office has changed, this report must be SIGNED IN INK by either the President, Vice-President, Chairperson, Vice-Chairperson, Secretary, or Assistant Secretary of the corporation.

W. W. Brose As Agent For **DEC 16 1992** 9-24-92
Signature of Authorized Officer or Agent Title Date

Preparer's Name: PATRICIA McINTOSH
Daytime Telephone Number: (313) 792-8500
OCT 01 1992