

MASTER DEED

This Master Deed is made and executed on this 17th day of June, 1996, by Town Square Associates, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 700 E. Maple Road, Ste. 302, Birmingham, Michigan 48009, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), 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 By-laws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein 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 residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Liberty Woods, as a Condominium Project under the Act and does declare that Liberty Woods (hereinafter referred to as the "Condominium", the "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 Condominium, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that the taxes are paid for five years previous to date of this instrument except 1996 No. 49422

TED B. WAHBY Macomb County Treasurer By MARY ANN ARTICLE I
This certification does not include current taxes now being collected. TITLE AND NATURE

Date 6-21-96 The Condominium Project shall be known as Macomb County Condominium Subdivision Plan No. 523. The engineering and architectural plans for the Project were approved by, and are on file with, the Township of Washington. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by the Township of Washington and thereafter will be filed with the Township of Washington. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth

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completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own access to a Common Element of the Condominium Project or a public road. 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 is established by this Master Deed is particularly described as follows:

Part of the Northwest 1/4 of Section 35 T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan, being more particularly described as:

Commencing at the Northwest corner of said Section 35; thence S. 00° 30' 00" W., 1320.00 feet along the West line of said Section 35, also being the centerline of Jewell Road (120 feet wide); thence N. 89° 13' 00" E., 60.00 feet to the Point of Beginning; thence N. 89° 13' 00" E. along the South right-of-way line of Pursell Ave. (60 feet wide), 1,941.07 feet; thence S. 00° 07' 44" E., 647.14 feet to a point on the North line of "Woodland Acres Subdivision" as recorded in Liber 34, Page 39, Macomb County Records; thence S. 89° 28' 02" W., along said North line of "Woodland Acres Subdivision", 1,948.00 feet to a point on the East right-of-way line of Jewell Road; thence N. 00° 30' 00" E., along said East right-of-way of Jewell Road, 638.74 feet to the Point of Beginning. Containing 28.697 acres or 1,250,054 square feet, subject to any easements and restrictions 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 rules and regulations of the Liberty Woods 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 the Condominium. Wherever used in such documents or

any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Liberty Woods Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. By-laws. "By-laws" means Exhibit A hereto, being the By-laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The By-laws shall also constitute the corporate by-laws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", means the General Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Liberty Woods Condominium as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Liberty Woods as a Condominium Project established in conformity with the provisions of this Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe the Project as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction-and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer is entitled to expand the Project under any provisions hereof, whichever is longer.

Section 11. Co-owner. "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."

Section 12. Developer. "Developer" means Town Square Associates, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to any provisions hereof for expansion of the Project shall be included in the calculation of the number of Units which may be created.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in the Condominium, as such space may be described in Article V, Section I hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the 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 and vice versa.

ARTICLE IV
COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto, as may be modified from time to time pursuant to certain other provisions of this Master Deed and the By-laws attached hereto as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof (other than that portion thereof described in Article V, Section 1 below and in Exhibit B hereto as constituting the Condominium Units), including riparian and littoral rights, if any, attributable to such land.

(b) Improvements. All roads (except roads to be dedicated to Washington Township, Macomb County or other governmental agency and except for a portion of Pursell Avenue which is a platted street which has not yet been dedicated), unassigned parking spaces and other surface improvements and not located within the boundaries of a Condominium Unit. The Developer currently intends to dedicate all or a portion of the roads in the Project to Washington Township, Macomb County or other governmental agency provided that such dedication is accepted. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

(c) Electrical. The electrical transmission system throughout the Project up to, but not including, the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(d) Telephone. The telephone system through the Project up to the point of connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) Gas. The gas distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(f) Water. The water distribution system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point where the service is stubbed for connection with each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(h) Storm Sewer. The storm sewer system throughout the Project.

(i) Telecommunications. The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(j) Other. Such other elements of the Project not herein designated as General Common Elements which are not located within the perimeter of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

Some or all of the roads, utility lines, systems (including mains and service leads) and equipment and the telecommunications system described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. There are no Limited Common Elements in the Condominium.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Co-owner Responsibilities. The responsibility for, and the costs of maintenance, decoration, repair and replacement of any and all improvements located within a Unit and appurtenant Limited Common Elements, if any, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such improvements and appurtenant Limited Common Elements, if any, to the extent visible from any General Common Element in the Project, shall be subject at all times to the approval of the Association. In connection with any amendment made by

Developer pursuant to Article VIII hereof, Developer may designate Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owner expense.

(b) Association Responsibilities. The Association, by its Board of Directors, may undertake to perform such regularly recurring maintenance of the exterior of improvements located within Units, and appurtenant Limited Common Elements, if any, as the Association deems appropriate. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above or in Article VII hereof shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

The respective decoration, maintenance and replacement responsibilities set forth above shall be in addition to all such responsibilities set forth in Article VII hereof or elsewhere in the Condominium Documents.

No Co-owner shall use his Unit 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 Unit or the Common Elements.

Section 4. Liberty Woods Drive. The Association, by its Board of Directors, shall maintain that portion of Liberty Woods Drive which occupies the former Pursell Avenue right of way, which right of way lies outside of the Project. The Association shall not deny access to Liberty Woods Drive to abutting property owners.

ARTICLE V UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Liberty Woods as surveyed by Mickalich and Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of the land contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's

respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI
[RESERVED]

ARTICLE VII
EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, 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 contained therein for the continuing maintenance and repair of all utilities in the Condominium. One of the purposes of this Section is to clarify the right of the Co-owners to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements in the project for access to the Units, and the exterior of each of the residential dwellings that is constructed within the project to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with the terms hereof. In the absence of performance by the respective Co-owners involved, the Association may undertake the routine maintenance of the exteriors, including roofs, of all residential dwellings constructed in the Project, and any fences enclosing or partially enclosing courtyards and patio areas and any portion of a Unit that consists primarily of grass and that is not enclosed by a fence or is otherwise inaccessible to lawn maintenance equipment. If such work is performed upon a Unit by the Association, the individual Co-owner thereof shall reimburse the Association for all costs thereof within fifteen (15) days of billing or the Association shall have the right to recover its expenses in the same manner as established for the collection of assessments in Article II of the By-Laws. In no event shall the Association be liable for the decoration, maintenance, repair, or replacement of any portion of the interior of any such dwelling. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees,

in, on and over all Units and Common Elements of the project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit. All improvements to units in the Condominium shall be privately owned by the co-owners thereof, and the Association shall have no responsibility to perform maintenance, repair or replacement of improvements made on Condominium Units unless the respective Co-owners thereof fail to perform such work themselves.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each person benefitted thereby.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any dwelling on any Unit.

Section 5. Utility Easement. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of any land adjoining the Condominium or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge 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, thus utilizes, taps, ties into, extends or enlarges 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, tying-in, extension or enlargement. The costs of maintenance, repair and replacement of all utilities shared by the Co-owners and the owner or owners of any land adjoining the Condominium Premises shall be borne by all such persons proportionately based upon the ratio of the number of

residential dwellings located upon the adjoining land to the total number of residential dwellings sharing the utilities.

Developer reserves the right at any time prior to the Transitional Control Date to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities and roads to state, county or local governments. Any, such easement or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and may be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Macomb County Records. All Co-owners and mortgagees of Units and other persons interested in the Project from time to time to be deemed to have irrevocably and unanimously consented to an amendment or amendments of this Master Deed to effect the foregoing easement or transfer of title.

Section 6. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 7. Roadway Easements. Developer 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, an easement for the unrestricted use of the roads in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Articles VII. All expenses of maintenance, repair, replacement and resurfacing of the roads in the Condominium shall be shared by this Condominium and any developed portions of the contiguous land described in Article VII. 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, at a maximum, by multiplying such expenses times a fraction, the numerator of which is the number of 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. In furtherance of such retained easement rights over the roads, Developer also hereby reserves easements over all of the Common Elements of the Condominium and the land described in Article VII for the purpose of reasonable access from the roads to the dwelling units located on the land described in Article VII. If all or some portion of the land described in Article VII is not included in the Condominium, then the easement rights reserved in this paragraph shall be given further definition by Developer in an Amendment to this Master Deed and a separate Declaration of Easements and Agreement for Maintenance by which such driveways shall be located and a reasonable expense-sharing arrangement shall be implemented which instruments shall contain such other provisions and terms as may be reasonable, incidental or necessary to an effectuation of the Developer's reserved easement rights hereunder. Such instruments shall be prepared and recorded by Developer, containing such provisions as Developer shall elect in its discretion, consistent with the foregoing. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording an entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits thereto.

ARTICLE VIII AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of 66-2/3% of all first mortgagees of record allowing one vote for each mortgage held.

Section 3. By Developer.

(a) Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without the consent of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee.

(b) Pursuant to Section 90(3) of the Act, the Developer hereby reserves the right to amend the Master Deed and the Condominium Documents without the consent of any Co-owner or mortgagee for the purpose of making the Condominium an Expandable Condominium under the Act, adding Units in the following areas of future development: (i) certain real estate which may be acquired through the vacation of part of Pursell Avenue, to contain at least one (1) additional Unit on the northwesterly border of Unit 62, and (ii) certain other real estate in the vicinity of the Condominium Project to be known as Phase III. Nothing herein contained shall in any way obligate the Developer to amend the Master Deed and the Condominium Documents to enlarge the Condominium Project beyond the phases established by this Master Deed and the Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Section 3(b) nor is there any obligation to add portions thereof in any particular order or to construct particular improvements thereon in any specific locations. Any amendment to the Master Deed and Condominium Documents under this Section 3(b) and the provisions governing expansion shall be satisfactory to the Developer in its sole discretion, subject only to the requirements of the Act.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as otherwise provided in this Master Deed or in the By-laws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners.

Section 6. Developer Approval. During the Construction and Sales Period, Article VII and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

ARTICLE IX
ASSIGNMENT

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

WITNESSES:

TOWN SQUARE ASSOCIATES, L.L.C.,
a Michigan limited liability
company

Matthew P. Wiley
Matthew P. Wiley
Jeffrey Dworin
JEFFREY DWORIN

By: John C. Montag
JOHN C. MONTAG
Its: member

STATE OF MICHIGAN)
) ss.
COUNTY OF Livingston)
) acting in Oakland

On this 17 day of June 1996, the foregoing Master Deed was acknowledged before me by John C. Montag, the member of Town Square Associates, L.L.C., a Michigan limited liability company, on behalf of the company.

Matthew P. Wiley
Notary Public Matthew P. Wiley
Livingston County, Michigan
My Commission Expires: 2 NOV 97

Master Deed drafted by:

David W. Hipp
Bodman, Longley & Dahling LLP
34th Floor
100 Renaissance Center
Detroit, Michigan 48243
(313) 259-7777

When recorded, return to drafter.

DISCLOSURE STATEMENT

FOR

LIBERTY WOODS

A Site Condominium in the Township of
Washington, Macomb County, Michigan

Developer: Town Square Associates, L.L.C.
700 E. Maple Road, Ste. 302
Birmingham, MI 48009

A sixty-two (62) unit single family residential Condominium
Project located in the Township of Washington, County of Macomb,
State of Michigan.

The effective date of this Disclosure Statement is June 17,
1996.

THIS DISCLOSURE STATEMENT IS NOT REQUIRED TO HAVE BEEN, AND
CONSEQUENTLY HAS NOT BEEN, FILED WITH THE CORPORATION AND
SECURITIES BUREAU, MICHIGAN DEPARTMENT OF COMMERCE, 6546
MERCANTILE WAY, LANSING, MICHIGAN 48913, NOR HAS THE DEPARTMENT
UNDERTAKEN TO PASS ON THE VALUE OR MERITS OF THE DEVELOPMENT OR
TO MAKE ANY RECOMMENDATIONS AS TO THE PURCHASE OF UNITS IN THIS
DEVELOPMENT.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED
OR OTHER LEGAL DOCUMENTS, AND ALL BUYERS SHOULD READ ALL
DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR
RIGHTS AND RESPONSIBILITIES RELATED THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO
PURCHASING A CONDOMINIUM UNIT.

LIBERTY WOODS

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DISCLOSURE STATEMENT

LIBERTY WOODS

I - INTRODUCTION

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended by Act 538 of the Michigan Public Acts of 1982, and Act 113 of the Michigan Public Acts of 1983, (together herein called the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II - THE CONDOMINIUM CONCEPT

A condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which comprise the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed.

All portions of the project not included within the units, such as streets and wetland areas, constitute the common elements. All common elements of the project are available for the use of all unit owners.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established (or as to additional units, expanded), real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. The year in which the project is established, the taxes and

assessments for the units covered by the Master Deed are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Liberty Woods is different from most residential condominium projects in this area because the condominium units in this project consist of only the individual building sites, and the common elements do not include the residential dwellings and other improvements to be constructed on the sites or appurtenant to the sites as common elements. Each condominium unit consists of only the land included within the perimeter of a condominium unit. In the more common form of residential condominium project, the units consist of the air space enclosed within each of the dwelling units, and the common elements include the exterior structural components of the residential dwellings. In Liberty Woods, each owner holds an absolute and undivided title to his unit and to the dwelling and other improvements located thereon (to the extent such improvements are not designated in the Master Deed as common elements). Unlike the usual residential condominium project, each owner in this project also will be responsible for maintaining fire and extended coverage insurance on his unit and the dwelling and other improvements located thereon and appurtenant thereto, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the common elements and such other insurance on the common elements and otherwise as is specified in the condominium documents.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review all of the documents contained in the Liberty Woods Purchaser Information Booklet, as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III - DESCRIPTION OF THE CONDOMINIUM PROJECT

A. Size and Scope Project. Liberty Woods is being constructed in Washington Township, Macomb County, Michigan. The Master Deed includes sixty-two (62) single family residential condominium units. A more detailed description of the development will be found in the Condominium Plan which is attached to the Master Deed. The Developer may amend the condominium documents for the purpose of making Liberty Woods an expandable condominium, adding units in the following areas of future development: (i) certain real estate which may be acquired through the vacation of part of Pursell Avenue, to contain at

least one (1) additional Unit on the northwesterly border of Unit 62, and (ii) certain other real estate in the vicinity of the project to be known as Phase III.

B. Utilities. Liberty Woods is served by public water, sanitary and storm sewers, gas, electric and telephone service. Gas service is furnished by South Eastern Michigan Gas Enterprises, electricity is furnished by Detroit Edison Company and telephone service is provided by Ameritech. All utilities will be metered to each dwelling and paid by the owner of the dwelling. The costs of maintaining, repairing and replacing the sanitary sewer and water leads (i.e., from the main to the point of entry to each dwelling) shall be borne by the co-owner whose dwelling is serviced by those leads. The storm sewer detention areas and inlets shall be maintained by the Association. After dedication to and acceptance by the Township of Washington, the Township will assume responsibility for maintenance of water and sewer lines, except as described above.

C. Roads.

- (1) Common Elements. All roads in the Project (except for a portion of Pursell Avenue which is a platted street which has not yet been dedicated) will be common elements of the Project. The Developer currently intends to dedicate all or a portion of the roads in the Project to Washington Township, Macomb County or other governmental agency, which thereafter will be responsible for repairs, maintenance and snow removal provided that the such dedication is accepted. Developer will place in escrow a deed or deeds for such dedication. Until dedication of the roads is accepted, the Association will be responsible for repairs, maintenance and snow removal.
- (2) Liberty Woods Drive. Property owners abutting Liberty Woods Drive shall be allowed access to Liberty Woods Drive.

D. Reserved Rights of Developer.

- (1) Sole Right to Approve/Improvements. No dwelling or other improvement in the Project may be constructed or altered until the Developer has approved the plans and specifications therefor.
- (2) Conduct of Commercial Activities. The Developer has reserved the right, until all of the Units in the Project have been sold (including the initial phase and any expansion phases), to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking

incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

(3) Right to Amend. The Developer has reserved the right to (a) amend the Master Deed and the exhibits thereto without the consent of any owners or mortgagees for the purpose of correcting errors and for any other purpose, and (b) amend the Master Deed and the exhibits thereto without the consent of any owners or mortgagees for the purpose of expanding the project to add real estate and as many as twenty-three (23) additional units, including without limitation a unit on the northeasterly border of unit 62, but the Developer is under no obligation to do so. Any amendment that would materially change the rights of an owner or mortgagee (except for an amendment under (b) above), may be made only with the approval of 66-2/3% of the owners and the first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(4) Easements.

(a) For Maintenance, Repair and Replacement. Developer has reserved such easements over the Condominium Project (including all units and common elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement rights.

(b) For Use of Utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the expansion of the Project or the development of separate projects on the expansion land. The Developer has further reserved the right to grant easements for utilities to appropriate governmental agencies or utility companies and transfer title of utilities to state, county or local governments.

(c) For Use of Roads. The Developer has reserved easements and rights of use over the roads for the purpose of ingress and egress to and from all or any portion of the expansion parcel.

(5) General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

E. Recreational Facilities. This project contains no recreational facilities except for nature areas which are common elements of the project.

IV - RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND OWNERS

A. Before Closing. The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Improvements that "must be built" with relation to condominium building sites such as Liberty Woods include those improvements necessary to obtain a building permit for the construction of a dwelling but do not include the costs of construction of the dwelling itself, for which no such escrow is required. Funds retained in escrow are not to be released to Developer until conveyance to title to the condominium unit to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. At Closing. Each purchaser (other than a land contract purchaser) will receive by warranty deed fee simple title to his unit, subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions as are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

(1) General. Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Developer does not warrant the condition of the condominium or any improvements, except as may be set forth in any building contract between Developer and a purchaser of a unit.

V - ESCROW AGREEMENT

Developer has entered into an Escrow Agreement with METROPOLITAN TITLE INSURANCE COMPANY which provides that all

deposits made under purchase agreements for the purchase of a Unit (but not any deposit for construction of a residence) be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any purchaser who withdraws from a Purchase Agreement in accordance with the Purchase Agreement. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine business days after the purchaser has received all of the condominium documents, or if the Purchase Agreement is conditional upon obtaining a mortgage and purchaser is unable to do so. The Escrow Agreement also provides that a deposit will be released to the Developer if the purchaser defaults in any obligation under the Purchase Agreement after the Purchase Agreement has become binding upon the purchaser. The Escrow Agreement also provides that deposits will be released to the Developer when the Escrow Agent has received certification from an engineer or architect that any structures or improvements on the Condominium Plan are labeled "MUST BE BUILT," are substantially complete.

The Escrow Agreement does not cover, and funds will not be escrowed to assure completion of any residential buildings to be constructed by Developer.

VI - MANAGEMENT OF THE CONDOMINIUM ASSOCIATION

The common affairs of the co-owners and all matters relating to the common elements of the condominium will be managed exclusively by Liberty Woods Condominium Association, a Michigan non-profit corporation. As each individual purchaser acquires title to a condominium unit, the purchaser will also become a member of the condominium association. The manner in which the association will be run by its members, its officers and its Board of Directors is set forth in the Condominium By-Laws, Corporate By-Laws and Articles of Incorporation which are included with each purchaser's ownership documents. The condominium association was formed by certain persons acting at the request of the Developer. These persons make up the first Board of Directors of the condominium association to control the affairs of the condominium association until other directors are elected. The election of directors by co-owners (including Developer voting as a co-owner) cannot take place later than 54 months after the first closing of a unit. It is likely that the non-developer co-owners will have voting rights sooner than that time, depending upon the number of units conveyed. Voting rights are set forth in detail in Article I of the Condominium By-Laws, especially in Section 7, and these provisions should be carefully reviewed. Within one (1) year after the first conveyance of a unit, or 120 days after conveyance of one-third (1/3) of all the units which may be created, whichever occurs first, an advisory committee of co-owners will be established to facilitate communication and aid transition of control to the co-owners.

VII - BUDGET AND ASSESSMENTS

The budget required to conduct the business of the Association has been estimated by the Developer. A copy of the estimated budget for the first year of operation is attached to this Disclosure Statement. The initial condominium assessments charged to members are based upon this budget; however, it must be kept in mind that this is an estimate only, and there can be no guarantee that the budget will be sufficient to meet the expenses of the Association. It is normal for Association expenses to increase on a regular basis. The Association's only source of revenue to fund its budget is by the assessment of its members. Each co-owner must pay to the Association an annual assessment which is determined in part by dividing the projected budget by the member's percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Association by each co-owner in 12 equal monthly assessments. In the event that the Association incurs expenses which are not anticipated in the budget, the Association may also levy special assessments to cover such expenses. Any special assessments would be allocated to the co-owners in accordance with the percentages of value stated in the Master Deed. The Developer will not pay Association assessments but will pay for the maintenance and insurance of its own units. The Developer will only pay regular monthly assessments for completed units owned and occupied by Developer as a residence.

VIII - RESTRICTIONS

Article VI of the Condominium By-Laws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the most significant restrictions:

1. Except for units used by the Developer as model units and/or a sales office, no condominium unit in the project may be used for other than single-family residential purposes. However, licensed in home day care is permitted as regulated by state and local law.
2. No co-owner may construct any building or structure or make alterations to any building or structural without the approval of the Developer.
3. No co-owner shall create a nuisance or annoyance.

4. No trailers or recreational vehicles may be stored outdoors.
5. Only domestic pets may be kept.
6. The common elements may not be used for storage of any kind by any co-owner except where the common elements are specifically so intended.
7. The common elements may not be obstructed in any way.
8. No signs may be used on the premises by any co-owner (excluding the Developer), other than "For Sale" signs of not more than five square feet.
9. The Association may impose reasonable regulations in addition to the regulations in the Condominium By-Laws.
10. No co-owner may perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials more than 30 inches above the sidewalk grade within twenty-five feet of the corner of any corner unit.
11. The bylaws contain minimum house size requirements.
12. Fences are only permitted if their aesthetic characteristics are approved by the Association in its sole and exclusive discretion. No cyclone, wire or chain link fences will be permitted. Approval is not required for invisible fences.
13. Exterior dish-type antennae are not permitted without the approval of the Association.
14. Leasing of homes is permitted, subject to certain provisions specified in the Bylaws.

IX - THE DEVELOPER

A. DEVELOPER'S BACKGROUND AND EXPERIENCE.

The developers of Liberty Woods have previously been involved in residential developments in Birmingham and Bloomfield Hills, Michigan, as well as successful business ventures in real estate, construction, and industrial operations.

B. LEGAL PROCEEDINGS INVOLVING THE CONDOMINIUM PROJECT.

The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium project.

X - INSURANCE

The condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workmen's compensation insurance, if applicable, with respect to all of the common elements of the project. Because there are no improved common elements, the Association intends to carry only liability insurance. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the condominium project will be furnished to each owner upon closing the sale of his unit.

Each owner is responsible for obtaining insurance coverage with respect to the dwelling and other improvements constructed on his unit, including the contents thereof, and other appurtenances thereto, to the extent indicated in the Bylaws, and for liability for injury within his unit and the improvements thereon.

The Association should periodically review all insurance coverage to be assured of its continued adequacy and each owner should do the same with respect to his personal insurance.

XII - POSSIBLE LIABILITY FOR ADDITIONAL ASSESSMENTS

It is possible for co-owners to become obligated to pay a percentage share of assessment delinquencies incurred by other co-owners. This can happen if a delinquent co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is re-allocated to all the co-owners, including the first mortgagee, in accordance with the percentages of value in the Master Deed. Article II, Section 7 of the Condominium By-Laws provides in part:

"If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the unit which became due prior to the acquisition of title to the unit by such person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, their successors and assigns."

XIV - PURPOSE OF DISCLOSURE STATEMENT

This Disclosure Statement was prepared by Developer in compliance with the Michigan Condominium Act. This statement paraphrases various provisions of the Purchase Agreement, Escrow Agreement, Master Deed, and other documents required by law. This statement only highlights certain provisions of such documents and by no means contains a complete statement of all of the provisions of those documents which may be important to purchasers. In an attempt to be more readable, this statement omits most legal phrases, definitions and detailed provisions of the other documents. This statement is not a substitute for the legal documents which it draws information from, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this statement should be carefully reviewed by prospective purchasers, and it is advisable to have professional assistance in making this review.

Developer is required by law to prepare this statement. However, Developer disclaims liability to any purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by Developer in good faith, or were immaterial in nature, or were not relied upon by the purchaser, or did not result in any damages to the purchaser. Developer is required to give each purchaser a copy of The Condominium Buyers' Handbook. This handbook was prepared by the Michigan Department of Commerce, and Developer accepts no responsibility for its contents.

PROPOSED FIRST ANNUAL BUDGET

Liability Insurance	\$ 750.00
Entry Lighting	\$ 200.00
Reserve	\$ 150.00
Grounds Maintenance and Upkeep	\$ <u>480.00</u>
Total	\$1,580.00
Estimated initial annual assessment per	
unit (based on 62 units)	\$25.48 per unit

EXHIBIT A

BYLAWS

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II
ASSESSMENTS**

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements, or the improvements constructed or to be constructed within the perimeters of the Condominium Units for which the Association has maintenance responsibility, or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to,

any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time 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 \$8,000 annually for the entire Condominium Project, or (4) that an event of emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy

assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the association, including, but not limited to: (1) assessments for additions to the Common Elements of cost exceeding \$8,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph (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 60% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(c) Assessments for Road Improvements. If the Township of Washington undertakes a special assessment project to improve Jewell or Pursell Roads, the Condominium as a whole will be assessed by the Township of Washington for such improvements. The Board of Directors shall assess to each unit in the Condominium a portion of such Township assessment, based upon the percentage of value of each unit in the Condominium.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment.

Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed

to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. All of these remedies shall be cumulative and not alternative and shall not preclude the Association from exercising such other remedies as may be available at law or in equity.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the

legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law.

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

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

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the dwelling and other improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the dwellings and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed residential dwelling is located. A "completed residential dwelling" shall mean a dwelling with respect to which a certificate of occupancy has been issued.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing

authority shall be assessed in accordance with Section 131 of the Act.

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

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1950, as amended, shall be subject to Section 132 of the Act.

Section 11. Statements as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exists, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as

amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, 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 General Common Elements of the Condominium Project and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) **Insurance Common Elements.** All General Common elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, 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.

(c) **Premium Expenses.** All premiums for insurance purchased by the Association pursuant to these By-laws shall be expenses of administration.

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

V of these By-laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Project unless two-thirds (2/3) of the institutional holders of first mortgages on Units in the Project have given their prior written approval.

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

Section 3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to his residential dwelling and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit, together with all Limited Common Elements appurtenant to his Unit, whether located within or outside the perimeter of his Unit, and for his personal property located therein or elsewhere on the Condominium Project. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments are collected in accordance with Article II. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit or with the residential dwelling located thereon and on the Limited Common Elements appurtenant thereto (regardless of where located), and also for alternative living expense in the event of fire. The

Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

**ARTICLE V
RECONSTRUCTION OR REPAIR**

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

(a) **General Common Elements.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless it is determined by unanimous vote of all the Co-owners and mortgagees in the Condominium that the Condominium shall be terminated.

(b) **Unit or Improvements Thereon.** If the damaged property is a unit or any improvements thereon, the Co-owner of such unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his unit and the improvements thereon to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the Township of Washington unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of any dwelling constructed within the perimeter of his Unit. In the event damage to a dwelling or to any Limited Common elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the

responsibility of the Association in accordance with Section 4 of this Article V. If and to the extent that any dwelling 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. In the event of substantial damage to or destruction of any Unit or any improvements located thereon or any part of the Common Elements, the Association shall promptly so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in Section 3 above and in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. 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 cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or the dwelling or other improvements constructed within the perimeter of a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit. In the event of any taking of an entire Unit (or of all the improvements located within the perimeter thereof) by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they 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 Unit is not wholly taken by eminent domain, then such award shall

be paid by the condemning authority to the Co-owner and his mortgagee, as their interest may appear.

(b) Taking of Common Elements. If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than two-thirds (2/3) of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

(d) Notification of Mortgagees. In the event any Unit (or improvements located within the perimeter thereof) in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of first mortgagee lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their

mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

**ARTICLE VI
RESTRICTIONS**

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

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

Use of units shall also be restricted in the following manner:

(a) Building Size and Height: No building or structure shall exceed two and one-half stories in height and all buildings or structures shall be constructed within the perimeter of a unit. All buildings and structures shall be in conformity with the following minimum size standards as to living area measured by the external walls:

- (1) One Story/Ranch: 1,500 square feet.
- (2) Two Story: 1,700 square feet.
- (3) Story and a Half: 1,000 square feet on the first floor.

Garages, porches and breezeways shall not be included in computing minimum size requirements. No part of a single story or ranch structure that is below ground level shall be included in computing minimum size requirements. No part of any other structure that is more than one-half below ground level shall be included in computing minimum size requirements.

(b) Garages, Carports, Out Buildings: No carports, garages (except for attached garages) or out-buildings shall be erected, placed or permitted to remain on any Unit, without the prior approval of the Association.

(c) Temporary Structures: No temporary or unfinished structure shall be occupied as a residence at any time prior to its completion.

(d) Fences: Fences are only permitted if their aesthetic characteristics are approved by the Association in its sole and exclusive discretion. No cyclone, wire or chain link fences will be permitted. Approval is not required for invisible fences.

(e) Antenna: No radio, television or other antenna or aerial shall be permitted on any unit other than the

type commonly used for domestic residential purposes. Any antenna or aerial shall be installed on the main residence and not on a separate pole or tower. Exterior dish-type antenna shall not be permitted nor shall any antenna or aerial exceeding eight feet in height above the roof ridge line on any dwelling without the prior approval of the Association.

(f) Above-Ground Pools. No above ground pools shall be permitted on any Unit.

Section 2. Leasing and Rental.

(a) A Co-owner may lease his Unit and improvements thereon for the same purposes set forth in Section 1 of this Article VI. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents.

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

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

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non Co-owner occupant and simultaneously for money damages in the same action against the

Co-owner and tenant or non Co-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

Section 3. Architectural Control. In order to insure the development of the Condominium into a desirable residential district and to control the landscaping, improvements and structures therein, it is agreed that no building or other structure shall be erected, placed or altered on any Unit until the building plans, specifications and plot plan showing the location and placement of such building, fence or structure on the Unit have been approved in writing by Developer. If within thirty (30) days Developer fails to approve or disapprove any documents or matters submitted to it, approval will not be required and this covenant will be deemed to have been fully complied with. Review by Developer shall include review of architectural design, placement on the lot, and exterior materials. If plans are disapproved by Developer, then said proposed building or other structure shall not be erected.

Section 4. Changes in Common Elements. Except as provided in Article VI, Section 3 above with respect to the Developer, no Co-owner shall make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No business operation or profession may be conducted in the Condominium other than home offices or licensed in-house daycare which is in compliance with state and local law.

Section 6. Pets. Subject to the provisions of these bylaws, Co-owners may keep domestic pets, but no other animals may be kept.

Section 7. Aesthetics. All Units are to be kept trimmed and free of debris. Any Unit not kept mowed by the owner shall be cut at the owner's expense, by arrangements made by the Association, and the owner shall pay the expense thereof when billed. Every Co-owner shall promptly dispose of all refuse and garbage so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage or outside incinerator shall be maintained or used. All homes shall have garbage disposals. No garbage shall be burned at any time or placed within the Condominium.

Section 8. Vehicles. Except as otherwise herein provided, no vehicles except private passenger automobiles, boats, aircraft or recreational vehicles shall be stored in a garage or stored or parked overnight in any driveway or on any street. No recreational vehicles, including boats, campers and campers shells shall be stored outdoors for more than three (3) days. No vehicles shall be parked in any area other than garages, driveways or streets.

Section 9. Advertising. No signs or other advertising devices of any kind, other than signs of no more than five (5) square feet for purposes of advertising the property for sale, and other than signs used by the Developer or builder during the Construction and Sale Period, shall be displayed which are visible from the exterior of a Unit or on the Common Elements, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these By-laws 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) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit thereon from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit thereon at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or to the improvements thereon. In the event of an emergency, 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 Unit.

Section 12. Landscaping. In order to protect against street corner traffic hazards, no fences, bushes, or other obstruction whatsoever over thirty (30) inches in height above the sidewalk grade (except for trees) shall be placed within twenty-five (25) feet of the intersecting property lines at the corner of any corner Unit.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways and roads shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit and the improvements thereon 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 which are appurtenant to or which may affect any other Unit. 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 limited 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 15. The construction time on any house shall not exceed one year. All buildings must be constructed by licensed builders. All unused building materials and temporary construction shall be removed from the Condominium within sixty (60) days after substantial completion of the structure. The portion of the surface of the earth which is disturbed by excavation and other construction work shall be finish-graded and seeded or covered with other landscaping as soon as the construction work and weather permit.

Section 16. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right throughout the entire Construction and Sales Period to maintain a sales

office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

(b) Enforcement of By-laws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these By-laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-laws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these By-laws.

ARTICLE VII MORTGAGES

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

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage, to the extent the Association is required by these By-Laws to obtain such coverage.

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

**ARTICLE VIII
VOTING**

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

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

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which

meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

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

ARTICLE IX MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

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

maximum number of Units which the Developer is permitted, under the Condominium Documents as they may be amended, to include in the Condominium.

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

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

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

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

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

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

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

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

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

**ARTICLE X
ADVISORY COMMITTEE**

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall

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

**ARTICLE XI
BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members (five (5) members after the First Annual Meeting) all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Dual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, 1 of the 3 Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to the Developer by the Co-owners of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units that may be created, and before conveyance of 90% of such Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

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

(iv) At the First Annual Meeting three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) slate and the three (3) persons receiving the highest number of

votes shall be elected for a term of two (2) years and two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) of the Directors elected at the First Annual Meeting) of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

(d) To rebuild improvements to the Common Elements after casualty (subject to the provisions of the Condominium Documents).

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

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

behalf of the Association in furtherance of any of the purposes of the Association.

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

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

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

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

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

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

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

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

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

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

ARTICLE XII OFFICERS

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

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

(b) **Vice President.** The Vice President shall take the place of the President and perform his duties whenever the

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

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

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

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

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

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

ARTICLE XIII SEAL

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

**ARTICLE XIV
FINANCE**

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

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

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

**ARTICLE XV
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including 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 Association, 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 or wanton misconduct or gross negligence 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 Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers and directors liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XVI
AMENDMENTS**

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

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

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

Section 4. By Developer.

(a) Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend these By-laws without the consent of any Co-owner or mortgagee unless the amendment would materially alter or change the rights of a Co-owner or Mortgagee.

(b) Pursuant to Section 90(3) of the Act, the Developer hereby reserves the right to amend these By-laws without the consent of any Co-owner or mortgagee for the purpose of making the Condominium an Expandable Condominium under the Act,

adding Units in the following areas of future development: (i) certain real estate which may be acquired through the vacation of part of Pursell Avenue, to contain at least one (1) additional Unit on the northwesterly border of Unit 62, and (ii) certain other real estate in the vicinity of the Condominium Project to be known as Phase III. Nothing herein contained shall in any way obligate the Developer to amend these By-laws to enlarge the Condominium Project beyond the phases established by the Master Deed and the Condominium Documents and the Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Section 4(b) nor is there any obligation to add portions thereof in any particular order or to construct particular improvements thereon in any specific locations. Any amendment to the By-laws under this Section 4(b) and the provisions governing expansion shall be satisfactory to the Developer in its sole discretion, subject only to the requirements of the Act.

Section 5. When Effective. Any amendment to these By-laws shall become effective upon recording of such amendment in the office of the Macomb County Register of Deeds.

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

ARTICLE XVII COMPLIANCE

The Association of Co-owners and all present or future Co-owners, 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 Act, the Act shall govern.

**ARTICLE XVIII
DEFINITIONS**

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

**ARTICLE XIX
REMEDIES FOR DEFAULT**

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

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

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

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

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless 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 in the same manner as prescribed in Article IX, Section 5 of these By-laws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article IX,

Section 5, and an opportunity for such Co-owner to appear before the Board no less than 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 By-laws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

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

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

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

**ARTICLE XX
RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is

intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

**ARTICLE XXI
SEVERABILITY**

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

MACOMB COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 523

EXHIBIT B TO MASTER DEED OF
LIBERTY WOODS
 WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

LEGAL DESCRIPTIONS:
 PHASE A+II COMBINED

Part of the Northwest 1/4 of Section 35 T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan, being more particularly described as: Commencing at the Northwest corner of said Section 35, thence S. 00° 30' 00" W., 1,200.00 feet along the West line of said Section 35, also being the centerline of Jewel Road (120 feet wide); thence N. 89° 13' 00" E., 60.00 feet to the Point of Beginning; thence N. 89° 13' 00" E., along the South right-of-way line of Purcell Ave. (60 feet wide); 1,200.00 feet; thence S. 00° 07' 44" E., 643.74 feet to a point on the North line of "Woodlark Acres Subdivision" as recorded in Liber 34, Page 35, Macomb County Records; thence S. 89° 28' 02" W., along said North line of "Woodlark Acres Subdivision"; 1,948.00 feet to a point on the East right-of-way line of Jewel Road; thence N. 00° 30' 00" E., along said East right-of-way line of Jewel Road 636.74 feet to the Point of Beginning. Containing 28.597 acres or 1,250.054 square feet, subject to all easements and restrictions of record.

PHASE:

Part of the Northwest 1/4 of Section 35 T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan, being more particularly described as: Commencing at the Northwest corner of said Section 35, thence S. 00° 30' 00" W., 1,200.00 feet along the West line of said Section 35, also being the centerline of Jewel Road (120 feet wide); thence N. 89° 13' 00" E., 60 feet to the Point of Beginning; thence N. 89° 13' 00" E., along the South right-of-way line of Purcell Ave. (60 feet wide); 1,200.00 feet; thence S. 00° 30' 00" E., along the North line of "Woodlark Acres Subdivision" as recorded in Liber 34, Page 35, Macomb County Records; thence S. 89° 28' 02" W., along said North line of "Woodlark Acres Subdivision"; 1,948.00 feet to a point on the East right-of-way line of Jewel Road; thence N. 00° 30' 00" E., along said East right-of-way line of Jewel Road 636.74 feet to the Point of Beginning. Containing 10.915 acres or 476,742 square feet, subject to any easements and restrictions of record.

PHASE:

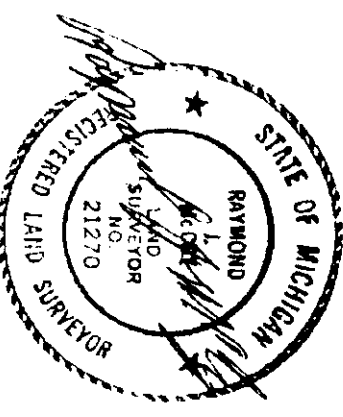
(Phase I is for future development and no improvements need not be built.)
 Part of the Northwest 1/4 of Section 35 T. 4 N., R. 12 E., Washington Township, Macomb County, Michigan, being more particularly described as: Commencing at the Northwest corner of said Section 35, thence S. 00° 30' 00" W., 1,200.00 feet along the West line of said Section 35, also being the centerline of Jewel Road (120 feet wide); thence N. 89° 13' 00" E., 792.27 feet to the Point of Beginning; thence N. 89° 13' 00" E., along the South right-of-way line of Purcell Ave. (60 feet wide); 1,200.00 feet; thence S. 00° 07' 44" E., 643.74 feet to a point on the North line of "Woodlark Acres Subdivision" as recorded in Liber 34, Page 35, Macomb County Records; thence S. 89° 28' 02" W., along said North line of "Woodlark Acres Subdivision"; 1,958.65 feet; thence N. 00° 30' 00" E., 844.86 feet to the Point of Beginning. Containing 11.756 acres or 773,859 square feet, subject to any easements and restrictions of record.

PROPRIETOR
 TOWN SQUARE ASSOCIATES
 700 E. MAPLE ROAD
 BIRMINGHAM, MI 48009
 (810) 645-2800

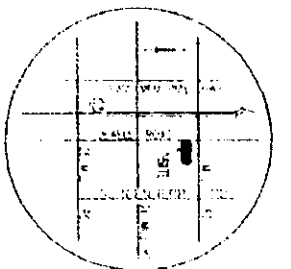
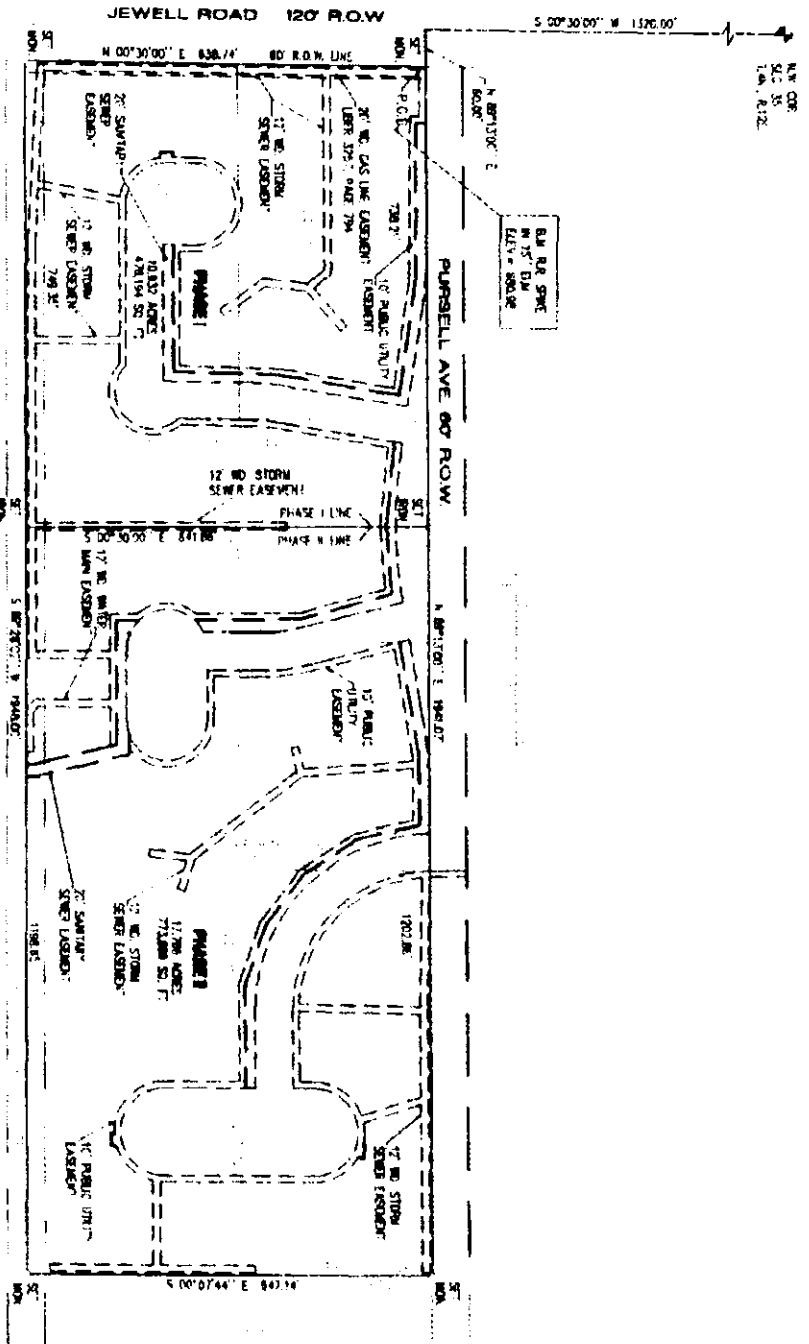
SURVEYOR
 MOKALUCH and ASSOCIATES, INC.
 20 W. HURON ST.
 PONTIAC, MICHIGAN 48342
 (810) 253-0655

ATTORNEY GENERAL
 STATE OF MICHIGAN
 DEPARTMENT OF TREASURY
 100 N. ZEEB ROAD
 LANSING, MI 48226
 (313) 236-2000

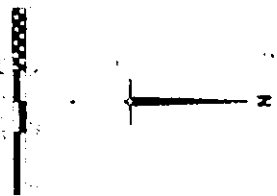
- INDEX**
1. TITLE DESCRIPTION
 2. SURVEY PLAN
 3. UTILITY PLAN (WEST)
 4. UTILITY PLAN (EAST)
 5. SITE PLAN (WEST)
 6. SITE PLAN (EAST)
 7. UNIT DATA
 8. COORDINATE PLAN (WEST)
 9. COORDINATE PLAN (EAST)
 10. COORDINATE LIST



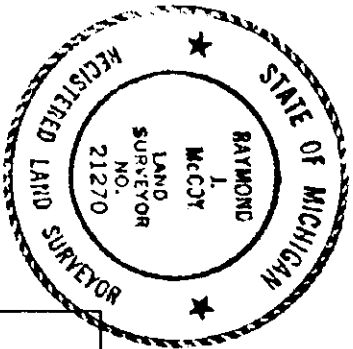
LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN



LOCATION MAP



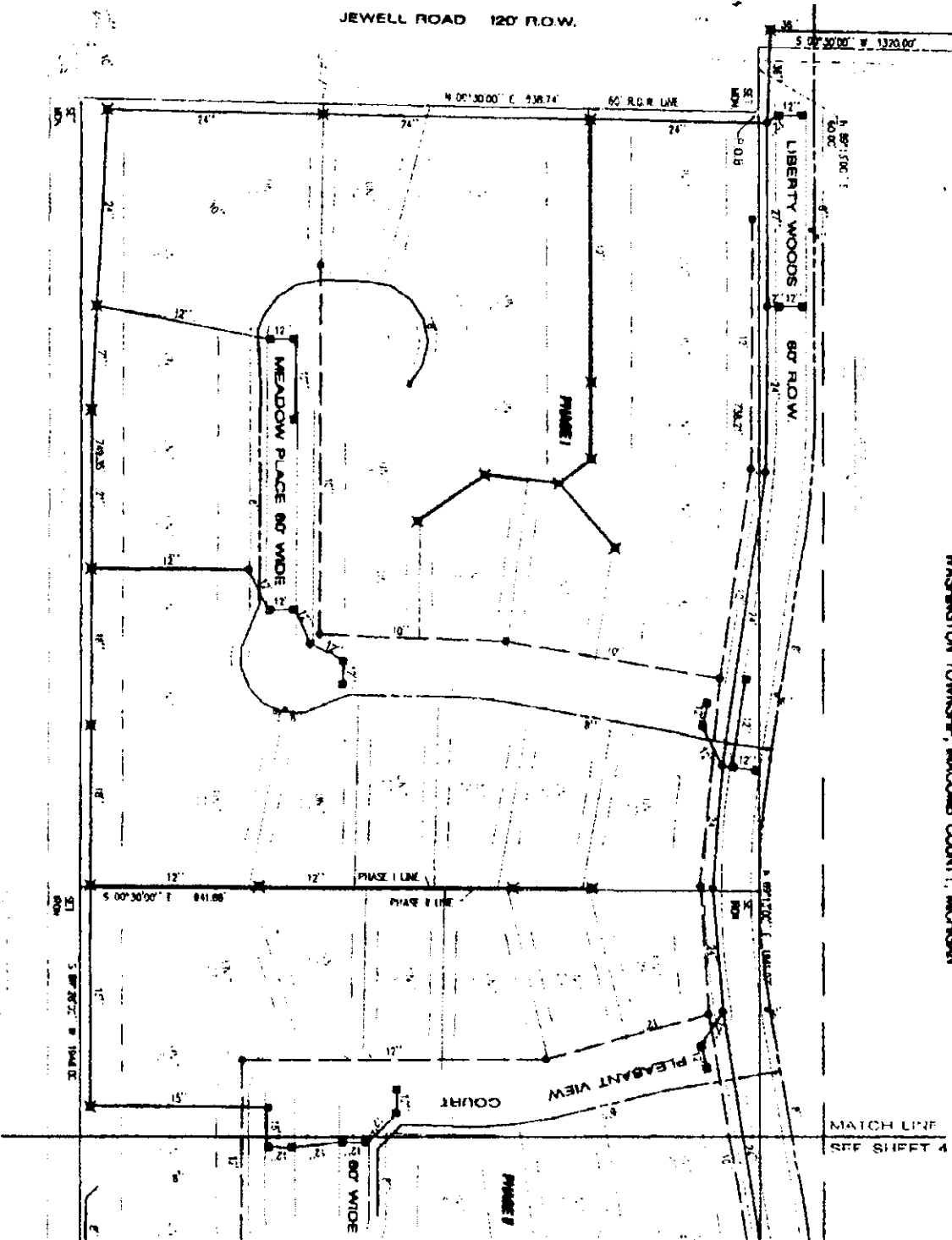
Raymond J. McCoy
5-11-96



MACALUSO and ASSOCIATES, INC.
Civil Engineering and Surveying

PROJECT:	LIBERTY WOODS
DATE:	5-11-96
DRAWN BY:	RAY
CHECKED BY:	RAY
SCALE:	AS SHOWN
SHEET NO.:	2

LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN



MATCH LINE
SEE SHEET 4



LEGEND

- STORM SEWER
- PROPOSED STORM SEWER
- EXISTING STORM SEWER
- PROPOSED SANITARY SEWER
- EXISTING SANITARY SEWER
- WATER MAIN
- PROPOSED WATER MAIN
- EXISTING WATER MAIN
- LANDFILL
- LANDFILL BAY
- PROPOSED LANDFILL
- EXISTING LANDFILL
- GOLF HOLE
- EXISTING GOLF HOLE

NOTES

1. ALL UTILITIES TO BE SPACED IN ACCORDANCE WITH THE VARIOUS CITY AND STATE CODES.
2. TRUNK LINES FOR ELECTRIC, GAS AND TELEPHONE MUST BE BUILT IN ACCORDANCE WITH THE CITY AND STATE CODES. SERVICES NOT SHOWN ARE TO BE BUILT.
3. EXISTING UTILITY INFORMATION OBTAINED FROM INFORMATION PROVIDED BY THE CITY OF LIBERTY WOODS. THE ENGINEER HAS CONSIDERED THIS INFORMATION AND FIELD OBSERVATIONS.
4. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN IN PHASE I AND PHASE II ARE TO BE BUILT IN ACCORDANCE WITH THE CITY AND STATE CODES. SERVICES NOT SHOWN ARE TO BE BUILT IN ACCORDANCE WITH THE CITY AND STATE CODES.
5. GAS, TELEPHONE, CABLE AND OPTICAL FIBER SERVICE LINES ARE SHOWN ON A SEPARATE DRAWING.

C0365479 LIBER:07057 PAGE:464 09:00A 06/21/1996
CARMELLA SABRAUGH-MACOMB COUNTY, MI REG/DEEDS

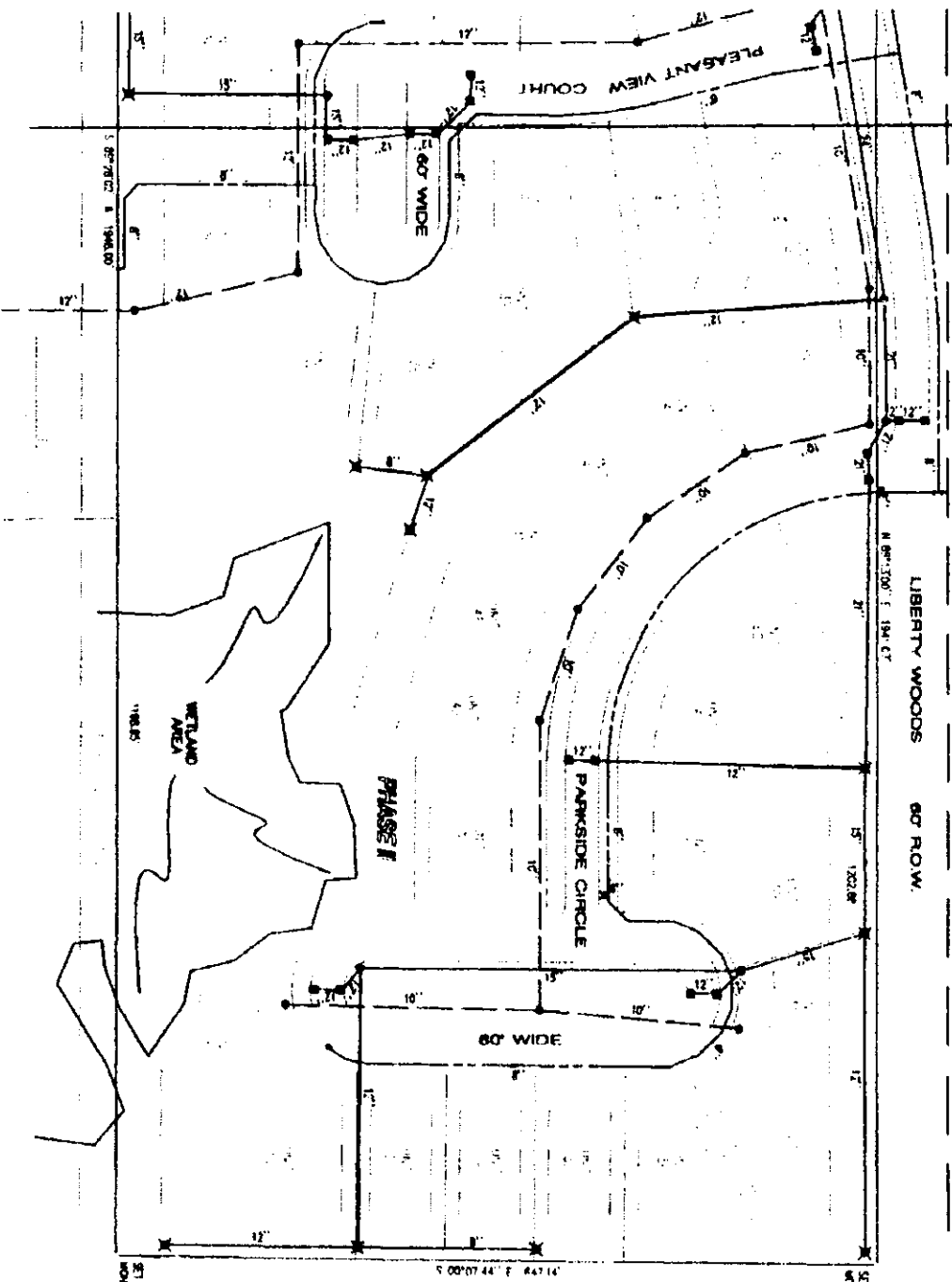
M MICHALOSKI and ASSOCIATES, INC.
CIVIL ENGINEERS
10000 E. GRAND AVENUE
ANN ARBOR, MI 48106
TEL: 734-769-1100

LIBERTY WOODS
UTILITY PLAN (WEST HALF)
TOWN SQUARE ASSOC.

DATE: 06/21/1996
SCALE: AS SHOWN
SHEET NO. 3

LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

SEE SHEET 3
MATCH LINE



LEGEND

- D STORM SEWER
- E SANITARY SEWER
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- D WATER MAIN
- PROPOSED WATER MAIN
- D WATERMETER
- D WATERMETER BOX
- D WATERMETER VALVE
- D HYDRANT
- EX GUT WALK
- EX GUT WALK

NOTE

1. ALL UTILITIES TO BE SERVICE FROM MAINLINE SEWER WATER MAIN AND STORM SEWERS.
2. TRUNK LINES FOR ELECTRIC, GAS AND TELEPHONE MUST BE SHOWN INDIVIDUALLY. SERVICES NEED NOT BE SHOWN.
3. EXISTING UTILITY INSTALLATION OR LAYOUT NOT TO BE DISTURBED. UTILITIES TO BE PROTECTED AND NOT TO BE MOVED OR DELETED. CONSULT THE EAS COMPANY AND FIELD REPRESENTATIVE FOR FURTHER INFORMATION.
4. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN IN PHASE I MUST BE SHOWN AS SHOWN IN PHASE I. NEED NOT BE SHOWN IN PHASE I DRAWINGS.
5. WATER SERVICE LINES WILL BE SHOWN ON 1/2"=100' DRAWINGS.
6. GAS, TELEPHONE, OPTIC AND CABLE TV SERVICE WILL BE SHOWN ON 1/2"=100' DRAWINGS.

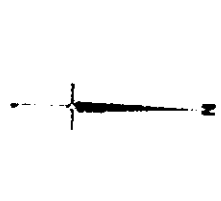
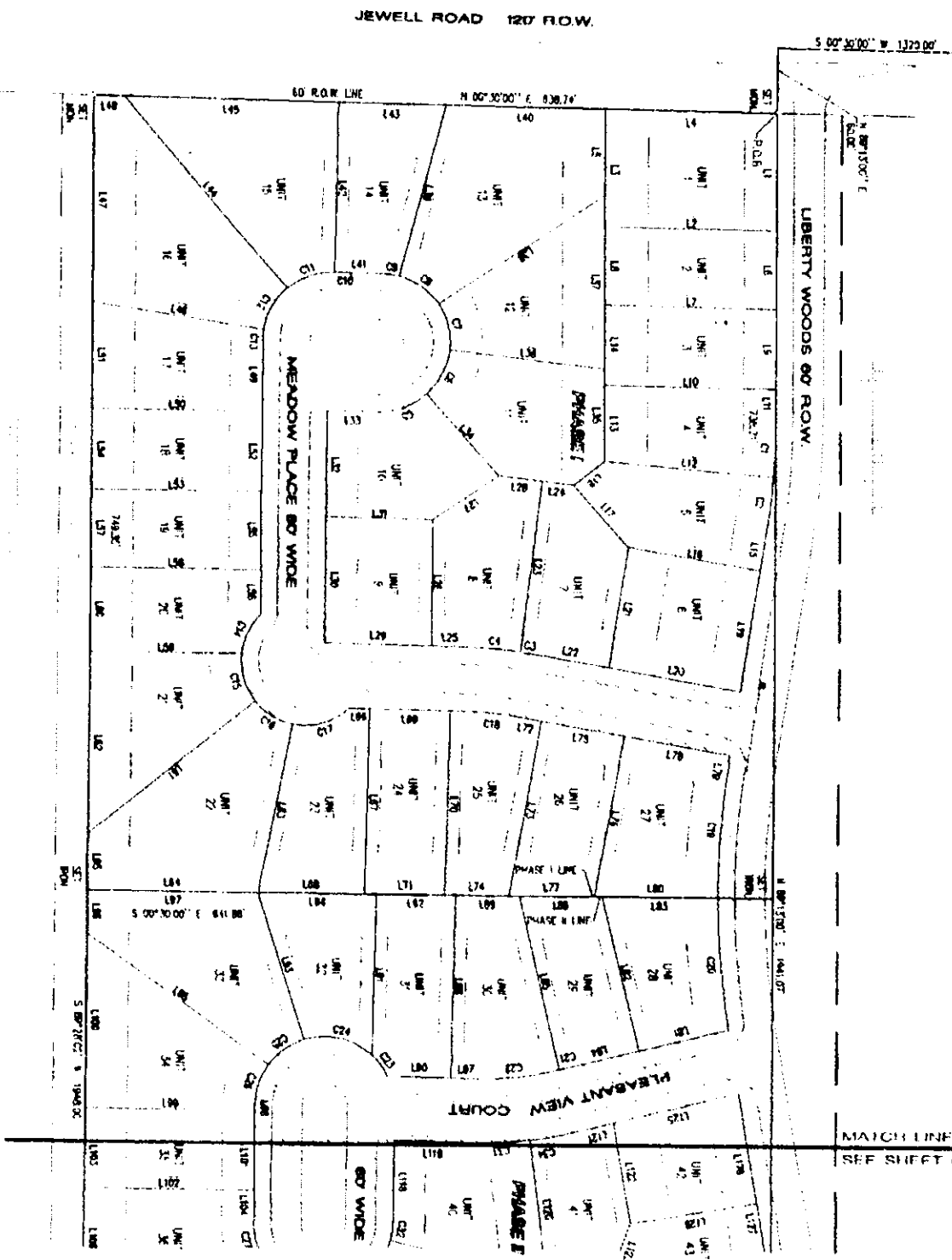


McCALLACH and ASSOCIATES, INC.
ENGINEERS

LIBERTY WOODS
UTILITY PLAN REACT HALF

Town Square Assoc

LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN



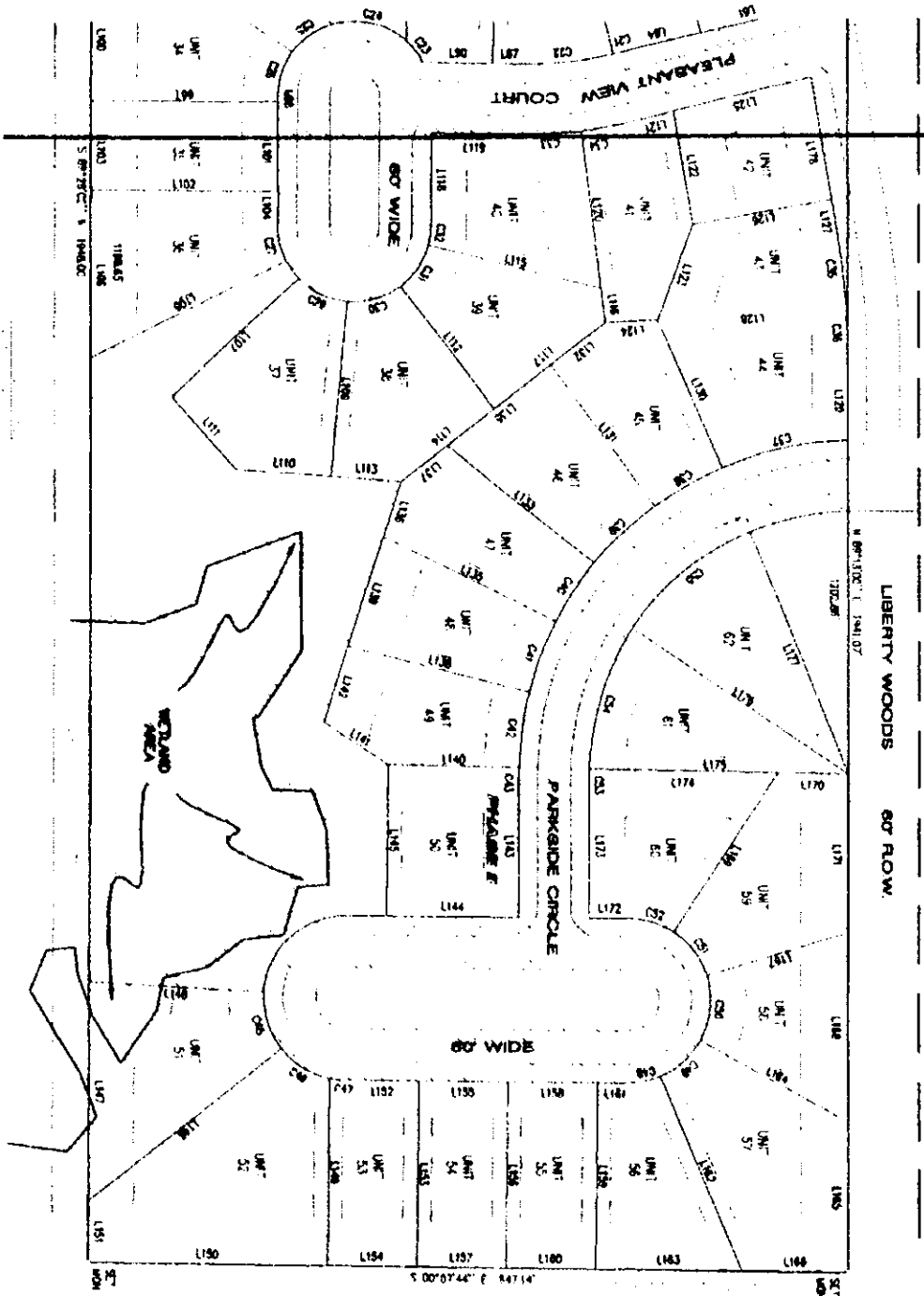
GENERAL COMMON ELEMENTS
UNITS OF OWNERSHIP

C0365479 LIBER:07057 PAGE:466 09:00A 06/21/1996
CARMELLA SABALUGH-MACOMB COUNTY, MI REG/DEEDS

		MACALUSO AND ASSOCIATES, INC. REAL ESTATE CONSULTANTS 10000 W. LEXINGTON AVENUE, SUITE 100 TROY, MI 48063-1000 TEL: (313) 486-1000 FAX: (313) 486-1001	
		PROJECT: LIBERTY WOODS CLIENT: SITE PLAN (NEST HULL) TOWN SQUARE ASSOC.	
DATE: 06/21/1996	BY: [Signature]	SCALE: AS SHOWN	SHEET NO. 5

LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

SEE SHEET 5
MATCH LINE

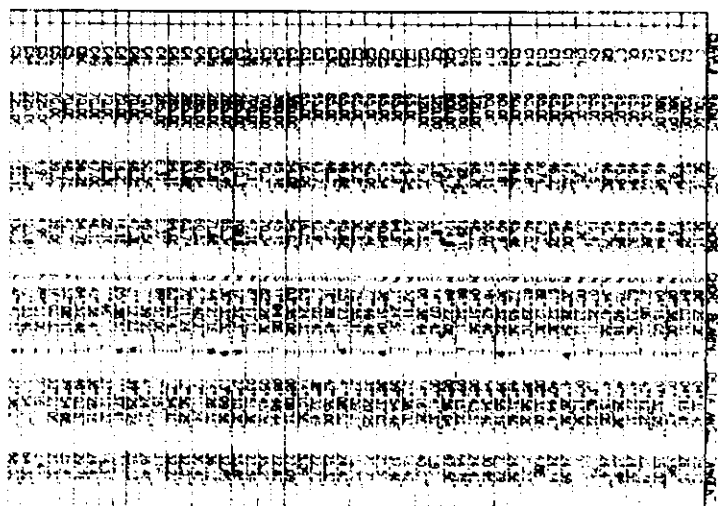
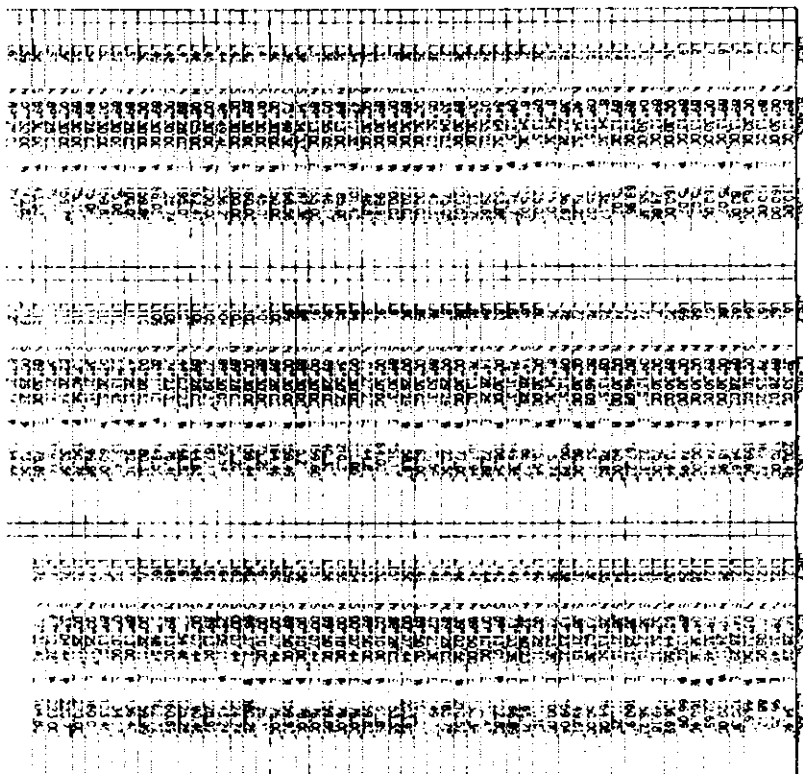


GENERAL COMMON ELEMENT


UNITS OR OVERSHP

MA	
MANAGEMENT AND ASSOCIATES, INC.	
10000 W. LANSING AVENUE, SUITE 1000, TROY, MI 48068	
PROJECT:	LIBERTY WOODS
DATE:	11/11/96
BY:	PROJECT
SCALE:	AS SHOWN
TOWN SQUARE ASSOC	5

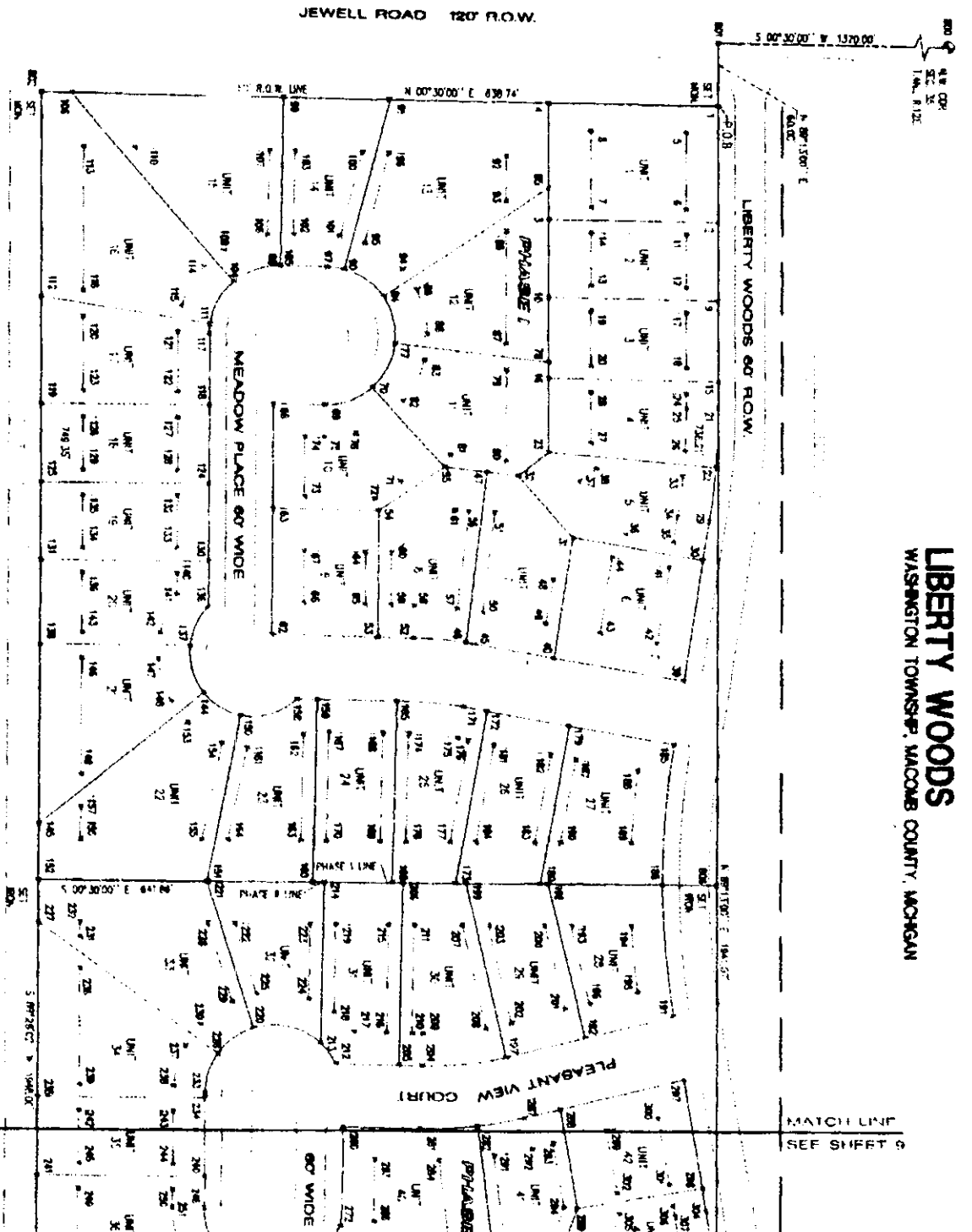
LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN



C0365479 LIBER:07057 PAGE:468 09:00A 06/21/1996
CARMELLA SBAUGH-MACOMB COUNTY, MI REG/DEEDS

	
MICHAEL & ASSOCIATES, INC.	
PROPERTY AND CASUALTY	
INSURANCE BROKERS	
1800 W. WASHINGTON	ANN ARBOR, MI 48106
PHONE: 734-769-1234	FAX: 734-769-1234
AGENT: JOHN DOE	AGENT: JANE SMITH
DEPT: SALES	STATE: MI
CITY: ANN ARBOR	ZIP: 48106
COUNTRY: USA	DATE: 06/21/96
OWNER: CARMELLA SBAUGH	ADDRESS: 123 MAIN ST, ANN ARBOR, MI 48106
ASSOCIATE: JOHN DOE	ASSOCIATE: JANE SMITH
CLIENT: CARMELLA SBAUGH	CLIENT: CARMELLA SBAUGH
AGENT: JOHN DOE	AGENT: JANE SMITH
DEPT: SALES	STATE: MI
CITY: ANN ARBOR	ZIP: 48106
COUNTRY: USA	DATE: 06/21/96
OWNER: CARMELLA SBAUGH	ADDRESS: 123 MAIN ST, ANN ARBOR, MI 48106
ASSOCIATE: JOHN DOE	ASSOCIATE: JANE SMITH

LIBERTY WOODS
WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN



MATCH LINE
REF SHEET 9



C0365479 LIBER:07057 PAGE:469 09:00A 06/21/1996
CARMELLA SABAUGH-MACOMB COUNTY, MI REG/DEEDS

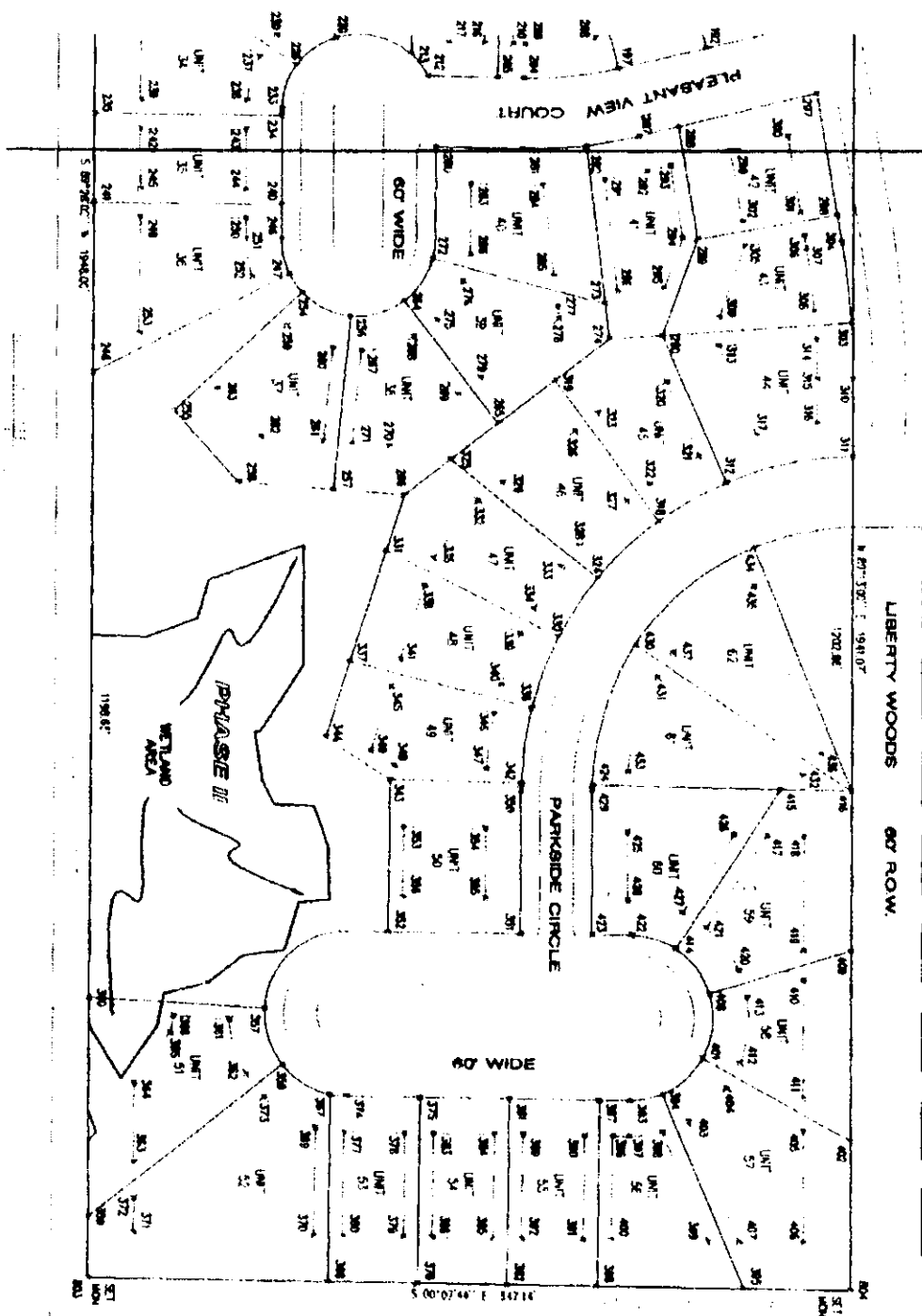


MACALUSO and ASSOCIATES, INC.
ENGINEERS and ARCHITECTS

PROJECT:	LIBERTY WOODS	DATE:	06/21/1996
CLIENT:	LIBERTY WOODS	SCALE:	AS SHOWN
DATE:	06/21/1996	BY:	MACALUSO
PROJECT:	LIBERTY WOODS	CHECKED:	MACALUSO
CLIENT:	LIBERTY WOODS	DATE:	06/21/1996
PROJECT:	LIBERTY WOODS	DATE:	06/21/1996
CLIENT:	LIBERTY WOODS	DATE:	06/21/1996
PROJECT:	LIBERTY WOODS	DATE:	06/21/1996
CLIENT:	LIBERTY WOODS	DATE:	06/21/1996

LIBERTY WOODS
 WASHINGTON TOWNSHIP, MACOMB COUNTY, MICHIGAN

SEE SHEET B
 MATCH LINE



C0365479 LIBER:07057 PAGE:470 09:00A 06/21/1996
 CARMELLA SABALUGH-MACOMB COUNTY, MI REG/DEEDS

MA		MICALLEE & ASSOCIATES, INC.	
LIBERTY WOODS		1000 EAST HAWK	
COORDINATE PLAN		ALL	
EAST HALF		SHEET 8	
TOWN SQUARE ASSOC		9	

LIBERTY WOODS
 WASHINGTON TOWNSHIP MACOMB COUNTY MICHIGAN

Parcel ID	Area	Owner	Address	Value	Assess	Exem	Notes
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101-01-002	0.25
101-01-003	0.25
101-01-004	0.25
101-01-005	0.25
101-01-006	0.25
101-01-007	0.25
101-01-008	0.25
101-01-009	0.25
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101-01-098	0.25
101-01-099	0.25
101-01-100	0.25

ONLY AS GOOD AS ORIGINAL

M
MICHAELSON AND ASSOCIATES, INC.
 1000 N. ZEEB RD.
 ANN ARBOR, MI 48106
 TEL: (313) 963-1000
 FAX: (313) 963-1001
 WWW: WWW.MICHAELSON.COM