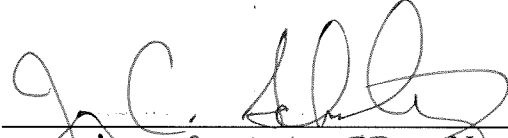


First Consolidating

owners of the Association and that he has executed this Twelfth Amendment to Master Deed as his own free act and deed on behalf of the Association.



Joy C. SCHULTZ, Notary Public
Wayne County, Michigan
My commission expires: 11/25/2015
Acting in Wayne County

DRAFTED BY AND WHEN RECORDED
RETURN TO:
D. DOUGLAS ALEXANDER, ESQ.
ALEXANDER, ZELMANSKI, DANNER & FIORITTO, PLLC
44670 Ann Arbor Road, Suite 170
Plymouth, MI 48170
734-459-0062

ROCHELLE PARK

AMENDED AND RESTATED CONDOMINIUM BYLAWS

EXHIBIT "A" TO THE MASTER DEED

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Association. Rochelle Park Condominium, a residential Condominium located in the City of Rochester Hills, County of Oakland, State of Michigan, hereinafter the "Condominium", shall be administered by an Association of Co-owners which shall be a nonprofit 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 in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, the duly adopted rules and regulations of the Association, and the laws of the State of Michigan.

These Bylaws shall constitute the Bylaws referred to in the Master Deed and required by Section 3 (8) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Michigan Nonprofit Corporation Act.

Section 2. Membership; No Refunds of Reserves. Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-owner's Unit in the Condominium.

A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association pursuant to 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 administration of the Condominium shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to a 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 shall constitute receipts affecting the administration of the Condominium, 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; Additional Assessments.** 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, insurance, management and maintenance, repair and replacement of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of the monthly payment which is due not more than ten (10) days after such new annual or adjusted budget is adopted.

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 additional or lump sum assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium 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. The funds contained in such reserve fund should be used for major repairs and replacements of Common Elements.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

If the Board of Directors at any time determines, in its sole discretion that the assessments levied are or may prove to be insufficient:

(1) to pay the costs of operation, management, maintenance and repair of the Condominium;

(2) to provide replacements of existing Common Elements;

(3) to provide additions to the Common Elements not exceeding Five Thousand Dollars (\$5,000.00), in the aggregate, annually, or

(4) in the event of emergencies,

the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments without Co-owner approval as it shall deem to be necessary.

The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The authority to levy assessments pursuant to this subsection 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

(b) **Special Assessments.** Special assessments, other than additional assessments referenced in subsection (a) of this Section 3, 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 (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Five Thousand Dollars (\$5,000.00), 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 subsection (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subsection 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 except in the event that the Association may voluntarily and conditionally assign the right to levy assessments to any lender in connection with any voluntary loan transaction entered into by the Association.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned equally among and paid by the Co-owners, 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 (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the

Association in full on or before the due date for such payment. A late charge shall be assessed for any assessment in default paid more than ten (10) days after its due date. The late charge shall be in the amount of Twenty Dollars (\$20.00) or such other amount as may be determined by the Board of Directors from time to time. In the event the board establishes a new late charge amount, it shall give written notice to all members thirty (30) days before the new late charge rate shall become applicable. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, attorney fees, interest and costs and thereafter against assessments in order of oldest delinquency.

Each Co-owner (whether one or more persons) shall be and remain personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the Co-owner's Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work. No Co-owner may exempt himself or herself from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements, or by the abandonment of the Co-owner's Unit, or because of uncompleted repair work, or the failure of the Association to provide service.

Section 5. Enforcement. 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, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien 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 purpose 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 Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause the Unit to be sold with respect to which the assessment(s), is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, the Co-owner was notified of the provisions of this Section and that the Co-owner 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. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

Notwithstanding the foregoing, a judicial foreclosure action shall not be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his/her or their last known address of a written notice that one or more installments of the annual assessment and/or a

portion or all of an additional and/or a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by or in the form of a written Affidavit of an authorized representative of the Association that sets forth (i) the Affiant's capacity to make the Affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney 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. The Affidavit may contain other information that the Association of Co-owners considers appropriate as per the Michigan Condominium Act including but not limited to the amount of any unpaid interest, costs, attorney fees, future assessments, court costs and/or unpaid monetary fines. Such Affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing to the Co-owner. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he/she may request a judicial hearing by bringing suit against the Association.

The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney's fees (not limited to statutory fees), late charges, unpaid monetary fines and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default including late charges and unpaid monetary fines, if any, and shall be secured by the lien on the Co-owner's Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-owner's Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (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 General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, and shall not be entitled to run for election as a director or be appointed an officer 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 the Co-owner's 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 person claiming under such Co-owner as provided by the Act.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which acquires title to the Unit pursuant to the remedies provided in the mortgage and any purchaser at a foreclosure sale in regard to said first mortgage, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the acquisition of title by such holder, purchaser or assignee (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). If title is acquired via deed in lieu of foreclosure, the grantee under such deed shall be fully liable to the Association for all amounts owed on the unit.

Section 7. 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 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or

possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien (mechanic's lien) otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to the limitations set forth in Section 132 of the Act, including the following:

(a) A construction lien (mechanic's lien) for work performed upon a Condominium Unit or upon a Limited Common Element may attach only to the Condominium Unit upon which the work was performed.

(b) A construction lien (mechanic's lien) for work authorized by the Association of Co-owners may attach to each Condominium Unit only to the proportionate extent that the Co-owner of the Condominium Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

(c) A construction lien (mechanic's lien) may not arise or attach to a Condominium Unit for work performed on the Common Elements not contracted by the Association of Co-owners.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement from the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs and attorney fees thereon and related collection costs. 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 the Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, 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 tax liens on the Condominium Unit in favor of any state or federal taxing authority and first mortgages of record. The Association may charge such reasonable amounts for preparation of such a statement as it may from time to time determine.

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 Co-owners, or between a Co-owner or Co-owners and the Association shall, upon the election and written consent of both of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' 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. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

Section 2. Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section I 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. Election by the parties to submit such disputes, claims or grievances to arbitration shall preclude them from litigating such disputes, claims or grievances in the Courts.

ARTICLE IV

INSURANCE

Section 1. Basic Insurance Responsibility of the Association. The Association shall carry property insurance, general liability insurance, directors and officers liability insurance, workers compensation and employers liability insurance, if applicable, and such other insurance as the Board may determine to be appropriate with respect to the ownership, use and maintenance of the General and Limited Common Elements of the Condominium and the administration of Condominium affairs. Such insurance shall be carried and administered in accordance with the following provisions:

Section 2. Insurance Responsibilities of the Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation the nature and extent of insurance coverage needed to protect his/her Unit, his/her personal property located within his/her Unit or elsewhere in the Condominium and for his/her personal liability for occurrences within his/her Unit or upon the Limited Common Elements appurtenant to his/her Unit and also for additional living expenses. Each Co-owner shall obtain insurance coverage at his/her own expense upon the building items within his/her Condominium Unit which were furnished with the Unit by the Developer however it will be considered to be excess insurance since the Association's property insurance will be primary coverage as described below. Each Co-owner shall be solely responsible to insure all betterments, improvements, and additions to their Unit and its appurtenant Limited Common Elements. Each Co-owner shall be required to obtain their own policy, Form HO-6. Each Co-owner and the Association hereby waive their own and their insurers' rights of subrogation and recovery as to any claims against any Co-owner and the Association. Co-owners shall furnish proof of insurance to the Association upon request.

Section 3. Specific Property Insurance Responsibilities of the Association. The Association shall purchase insurance for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of Certificates of Insurance with mortgagee endorsements to the mortgagees of the Co-owners.

(a) Property Coverage. All Common Elements of the Condominium shall be insured under a Special Form property damage insurance policy or policies covering immediate and direct loss or damage to covered property unless the loss is excluded under Section III B EXCLUSIONS of the policy; vandalism, malicious mischief and any other cause of loss deemed advisable by the Board of Directors of the Association, in an amount equal to the maximum insurable replacement value, including code reconstruction, if applicable, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all building items including fixtures, equipment and trim within a Unit which were furnished with the Unit by the Developer. The property insurance coverage shall be written on a Blanket Amount basis including an Agreed Value clause for the entire Condominium with appropriate provisions in order that no coinsurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss

(except in the unlikely event of total project destruction and the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that the Co-owners shall be enabled to judge the adequacy of such coverage. Upon re-evaluation and effectuation of coverage, the Association shall notify all the Co-owners of the nature and extent of all changes in coverages.

(b) **General Liability Insurance.** General liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The general liability insurance shall cover: (1) the Association; (2) each Co-owner of the Condominium but only with respect to his/her liability arising out of the ownership, maintenance or repair of that portion of the premises which is their duty as such; and (3) any person or organization while acting as a managing agent for the Association. The liability insurance carried by the Association shall, where appropriate, contain cross-liability endorsements to cover liability of the Co-owners as a group to another Co-owner.

(c) **Directors and Officers Liability Insurance.** Directors and officers liability insurance shall be carried in such limits as the Board of Directors may from time to time determine to be appropriate. The liability insurance shall cover any persons who now are, or shall become duly elected or appointed directors or officers of the Association. The policy may also have to be endorsed to include "prior acts" coverage for persons who had been duly elected or appointed directors or officers of the Association if it is determined that previous expiring policies do not cover claims for wrongful acts reported after the expiration or termination date of those expiring policies.

Section 4. Premium Expense. All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of the Association.

Section 5. 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, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever Article V of these Bylaws requires the repair or reconstruction of the Condominium, any insurance proceeds received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such purpose. Property insurance proceeds shall never be used for any purpose other than for repair, replacement or reconstruction of the condominium project unless all of the holders of mortgages on Units, and all Co-owners, in the Condominium have given their prior written approval.

Section 6. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as the true and lawful attorney-in-fact to act in connection with all matters concerning insurance pertinent to the Condominium, the Unit and the Common Elements appurtenant thereto. 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, distribute the proceeds 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-owners and the Condominium as shall be necessary or convenient to accomplish the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. In the event any part of the Condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **One or More Units Tenantable.** In the event the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval for such termination.

(b) **No Unit Tenantable.** In the event the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless holders of at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated is obtained plus 67% percent of the eligible Co-owners in number and in value shall consent to do otherwise.

Section 3. Co-owner and Association Responsibilities. In the event the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association subject to the terms and conditions of the Master Deed.

Section 4. Co-owner Responsibility for Repair. Each Co-owner shall be responsible for the reconstruction, repair, maintenance, replacement and decoration of the interior of the Co-owner's Unit, including all finished flooring and floor coverings, all interior walls, wall coverings, interior trim and, including, without limitation the following items:

(a) All appliances within the Unit and supporting hardware, including, but not limited to, furnace, humidifier, air cleaner, air conditioner, compressor, garbage disposal, dishwasher, range, oven, vent fan, duct work, vent covers, filter, water softeners, water filters and water heaters, if any.

(b) Interior of entry door and its deadbolts, locking mechanism, handles and knobs on both sides of door, all window and door screens, all interior doors and related hardware within the individual Unit and all related locks and hardware.

(c) All electrical fixtures and appliances within the individual Unit, including, but not limited to, doorbell systems (all components inside and out of Unit), lighting fixtures, switches, outlets, antenna outlets and circuit breakers, and all exterior photocells on garages and porches.

(d) All plumbing fixtures including commodes, tubs, shower pans, shower stalls, shower enclosures, tub and shower caulking, faucets, shut-off valves, rings, seals and washers.

(e) All cabinets, counters, sinks, tile and wood, either floor or wall, and related hardware.

(f) All improvements and decorations including, but not limited to, paint, wallpaper, paneling, carpeting, linoleum and trim.

(g) Individual Unit drain lines located within the Unit perimeter walls (foundation); however, in the event a drain line services more than one Unit, then in that event, the Association will be responsible for its reconstruction, repair, maintenance and replacement.

(h) All basement improvements (such as, but not limited to drywall, paneling, light fixtures, etc.).

(i) All other items not specifically enumerated above which may be located within the individual Unit's perimeter walls.

In the event that damage to interior walls within a Co-owner's Unit, or to pipes, wire, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article V provided however that the portion of the expense incurred but not recovered by virtue of any insurance deductible shall be the Co-owner's obligation. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgage endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event damage to a Co-owner's Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. Association Responsibility for Repair. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements as provided in the Master Deed. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property (as provided in the Master Deed) in sufficient amounts to provide funds to pay the estimated or actual costs of repair. This Article shall not be construed to require replacement of mature trees or vegetation with equivalent trees or vegetation.

Section 6. Timely Reconstruction and Repair. The Association or Co-owner responsible for the reconstruction, repair and/or maintenance shall proceed with and complete reconstruction, repair, maintenance or replacement of the damaged property without delay.

Section 7. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain.

(a) **One or More Units Tenantable.** If any part of the Condominium Premises is damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or

repaired unless not less than 67% of the eligible co-owners and 51% of the holders of first mortgages determine that the Condominium shall be terminated.

(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 fifty (50%) percent of all 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 continues after taking by eminent domain, then the remaining portion of the Condominium shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then 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 one hundred (100%) percent. A Condominium Unit partially taken shall receive a reallocated percentage of value based pro rata on the percentage taken. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior approval of 51% of the votes of eligible holders of first mortgage liens on individual Units in the Condominium.

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

Section 8. Mortgages Held By FHLMC; Other Institutional Holders. 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 \$10,000.00 in amount or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 9. 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

Section 1. Residential Use. No Unit shall be used for any commercial, manufacturing, industrial or business purposes that create any nuisances or liability exposures, such as, but not limited to, customer/client/patient visits, noise, traffic or parking congestion, odors, vibrations or anything else that might detract from the peaceful and residential character of Rochelle Park. Subject to the foregoing and all other

applicable restrictions, home offices are not necessarily forbidden. Timesharing and interval ownership is prohibited.

Section 2. Leasing and Rental.

(a) **Violation of Condominium Documents by Tenants or Non-Co-owner Occupants.** 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:

(1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or non-Co-owner occupant.

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf 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 set forth in this subsection may be by summary proceedings. The Association may hold both the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or non-Co-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(b) **Arrearage in Condominium Assessments.** 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 Condominium Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions. Pursuant to the Michigan Condominium Act, if the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association of Co-owners, then the Association of Co-owners may do the following:

(1) issue a statutory notice to quit for nonpayment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(2) initiate proceedings pursuant to MCL 559.212(4)(b).

(c) **Notice Requirement; Minimum Allowable Term.** A Co-owner desiring to rent or lease a Condominium Unit, shall disclose that fact in writing at least ten (10) days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. No such lease shall be for a term of less than one (1) year without the prior written approval of the Association. Only entire units may be rented/leased. All leases shall prominently recite that the tenant is acknowledging receipt of all Condominium Documents and agreeing to comply with same.

Section 3. Alterations and Modifications of Units and Common Elements. No Co-owner shall make alterations in exterior appearance or make structural modifications to the Co-owner's Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common

Elements, Limited or General, without the advance express written approval of the Board of Directors (which approval shall be in recordable form), including, but not by way of limitation, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball hoops/backboards or other exterior attachments or modifications, nor shall any Co-owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning. Over the air reception devices including but not limited to satellite dish antennas shall not be attached or installed upon any General Common Element roof; such devices shall not be attached or installed upon any other General Common Element without the advance written permission of the Board of Directors. Over the air reception devices such as satellite dish antennas may be installed within Units or Limited Common Elements in accordance with the rules and regulations of the Federal Communications Commission. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound.

The foregoing is subject to the applicable provisions of the Michigan Condominium Act governing improvements or modifications if the purpose of the improvement or modification is to facilitate access to or movement within the Unit for persons with disabilities under the circumstances provided for in the Act at MCL 559.147 a, as amended from time to time.

The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement.

No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments any nature that restrict such access and will have no responsibility for repairing or reinstalling any materials, (whether or not installation thereof has been approved hereunder), that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access. The foregoing shall also apply to any basement improvements whether or not installed by the current Co-owner of record.

Section 4. Activities; Exterior Lighting Requirement. No unsafe, unsanitary, unlawful or nuisance activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: smoking in the interior common areas, the use of golf equipment, fireworks, sparklers, firearms, paint ball guns, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices. Each Co-owner shall keep their exterior garage light on during all periods of darkness.

Section 5. Pets/Animals. No more than one (1) dog not to exceed fifty (50) pounds in weight or one (1) cat shall be kept or be brought on to the Condominium Premises by any person unless with advance written approval of the Board. No animal may be kept or bred for any commercial purpose. All animals shall have such

care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements. No animal shall be left unattended out of doors including on decks.

No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Board has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof.

Each Co-owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No animal which can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association.

Section 6. Aesthetics; Outdoor Holiday Decorations; Window Treatments. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash and recycling containers shall be kept inside the garage until evening of the day prior to collection and shall be placed directly in front of each Co-owner's own unit. Trash and recycling containers shall be returned inside the garage before dark on the day of collection. Newspapers and other trash/recycling materials which are easily blown about by the wind shall be properly secured to prevent their escape. No unsightly condition shall be maintained on any porch. The Common Elements shall not be used in any way for the drying or airing of clothing or other fabrics. Holiday lights and other exterior decorations shall not be permitted prior to Thanksgiving or after January 15. The American Flag is permitted to be displayed by individual co-owners at any time, provided it is no larger than 3'x5'. All outdoor decorations must be maintained in good condition, and removed from sight when not in use. All window treatments visible from the exterior of a Unit shall be solid white in color. In general, no activity shall be carried on nor condition maintained by any Co-owner either in the Co-owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Utilization of Common Elements. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches or other objects may be left unattended on or about the Common Elements.

Section 8. Vehicles; Parking Restrictions. No mini-bikes, house trailers, recreational vehicles, or similar vehicles, such as commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles *other than* automobiles, sport utility vehicles and pickup trucks may be parked upon the premises of the Condominium, unless specifically approved by the Board of Directors or parked in an area specifically designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefore.

Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, the term "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business.

Non-operational vehicles and vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Vehicles which detract from the appearance of the Condominium shall not be parked or stored on the Condominium Premises. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises.

Parking on any street or lawn is prohibited. Overnight parking in the Community Clubhouse lot is permitted only by approval of the Board of Directors; vehicles cannot be parked there before 6:00 pm or after 8:00 am. Vehicle maintenance in the Community Clubhouse lot is prohibited.

The Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may make reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Signs, Advertising. One (1) "For Sale" sign or one (1) "For Rent" sign (neither to exceed three feet by three feet in size) may be displayed per Unit. Small security/alarm company decals are permitted to be affixed to one (1) window per Unit. Garage sale signs are permitted to be placed near the main entrance only during the one (1) garage sale permitted per unit per year; otherwise, no signs shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time for any reason without advance written approval of the Board of Directors. This prohibition includes, but is not limited to, "Open" signs, "Garage Sale" signs and political signs. No advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements at any time without the advance written permission of the Board of Directors.

Section 10. Rules/Regulations. Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the Association. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the inspection, maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium.

It shall be the responsibility of each Co-owner to provide the Association means of access to the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to the Co-owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws, including all damages resulting from any Co-owner or their tenants, family, occupants, invitees or contractor's failure or delay in providing access to the Association. The Association shall have no liability for damages to Co-owner alterations, betterments, improvements or customizations resulting from the Association's efforts to gain access to any common element nor shall the Association be held liable for the expenses of the removal or replacements of any such obstructions.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing. Any such approved landscaping performed by the Co-owner and any such trees or shrubs planted by the Co-owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-owner and any such trees, shrubs, or any flowers planted by the Co-owner. No artificial flowers, plants or trees may be used outside that are visible from the roadway. In the event that such Co-owner fails to adequately maintain such landscaping performed by the Co-owner and any such trees, shrubs, or flowers planted by the Co-owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-owner the cost thereof in the manner provided in Article II hereof. The Co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof. Fences, hedges and walls shall not be constructed or placed on the common elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall have the following duties and shall be fully liable for any and all expenses or damages which may result from any failure to perform any of these duties:

(i) maintain his/her Unit and any Limited Common Elements appurtenant thereto for which he/she has maintenance responsibility in a safe, clean and sanitary condition, including but not limited to caulking tubs and shower enclosures, grouting all tile work, replacing any leaking fixture and appliance.

(ii) use due care to avoid damaging any of the Common Elements, other Units or their appurtenances, contents and improvements including, but not limited to, the telephone, water, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit.

(iii) maintain heat inside his/her Unit so as to prevent pipes from freezing.

(iv) winterize (close water valves, shut off ice-makers) his/her Unit during all periods of absence when freezing temperatures may reasonably be anticipated.

(v) cause his/her Unit to be timely monitored during all periods of absence to assure that all windows and doors are securely closed and locked, no water is escaping from any pipe or fixture or appliance and to assure that adequate heat is being maintained.

(vi) promptly report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element or any Unit.

(vii) adequately insure his/her Unit in accordance with Article IV.

Each Co-owner shall be responsible for damages or costs to the Association, or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by the Co-owner, or his/her family, guests, tenants, land contract purchasers, 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 full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or to other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owners shall have the responsibility to report to the Association any Common Element in or about their Unit which has been damaged or which is otherwise in need of maintenance, repair or replacement and any other circumstances which if not promptly reported and attended to, could result in loss or damage to any Common Element. All damages resulting from the failure of the Co-owner to report any of the foregoing items may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. Each Co-owner shall have these responsibilities and liabilities regardless of whether they occupy the Unit or the Unit is occupied by their tenant, guest, etc.

Section 14. Garage Sales. Each Co-owner in good standing shall be entitled to conduct only one garage sale per year which shall be held on any weekend chosen by the Co-owner. All other garage sales, estate sales or the like are prohibited. Garage sales activities shall be strictly confined to the Co-owner's garage and driveway.

Section 15. Pool Restrictions. Only Co-owners (and up to four (4) guests of theirs) in good standing shall be permitted to use the swimming pool and its facilities. Possession or consumption of alcoholic beverages inside the pool enclosure is prohibited. Non-alcoholic beverages may be consumed from paper or plastic cups or aluminum cans. The Board of Directors may suspend the right to use the pool facilities of any person who violates any provision of this Section or any Pool Rules adopted by the Board of Directors from time to time. Each Co-owner shall be required to sign a Pool Access Agreement before using the pool. Use of the pool and related facilities is further subject to the Pool Rules.

Section 16. Community Clubhouse. The Community Clubhouse may be rented only by a Co-owner in good standing for their exclusive and non-commercial use. Such Co-owner shall be in continuous attendance during the entire function. Smoking anywhere within the Community Clubhouse is prohibited. Use of the Community Clubhouse is further subject to the Community Clubhouse Rules.

Section 16. Decks; Sunrooms and Doors. No deck, sunroom or door shall be constructed, installed or altered in any manner without the advance written permission of the Board of Directors. Front decks and second floor balconies shall be stained only by the Association. Rear decks shall not project more than ten (10) feet as measured out from the basement foundation or farthest building projection. Rear decks shall not exceed thirty five (35) feet in length, including any attachment or stairs. Sunrooms must be permanently attached to the

Co-owner's own Unit and installed on a foundation and/or deck. Sunrooms shall be beige in color so as to match the building exteriors. Sunrooms shall not exceed eleven (11) feet in height as measured from the base to the roofline where the sunroom meets the existing wall. Sunrooms shall be ten (10) feet in width, between fifteen (15) and twenty (20) feet in length and must have shed style roofs with a pitch of 3 in 12. No portion of the sunroom may encroach into a five (5) foot setback as established by the Board of Directors unless waived by the Board of Directors for a proper reason. Sunroom roofs must allow access for exterior painting of the Unit and be constructed so as to safely bear the load required by the paint crew. Sunrooms' frames must be made of extruded aluminum and the walls must be constructed of glass and/or screen. No deck or sunroom shall be constructed without a permit issued by the City of Rochester Hills and all construction shall be required to comply with all municipal code requirements. All construction activities shall be limited to the hours of 7:00 am to 7:00 pm and no construction activity shall be permitted on Sundays. Construction may only be performed by licensed and insured contractors and the Co-owner shall be responsible for providing the Association with valid insurance certificates for all contractors. Any and all future repairs, maintenance and replacements of decks, sunrooms and doors installed by Co-owners shall be the responsibility of the Co-owner.

Section 17. Assessment of Costs of Enforcement. Any and all costs, damages, expenses and/or attorney fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations made by the Board of Directors of the Association under Article VI, Section 10 of these Bylaws, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

Section 1. Co-owner Duty to Give Notice. Any Co-owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee and the Association shall maintain such information in a book entitled "Mortgages of Units".

Section 2. Association Duties to Give Notices. The Association, upon receiving written notice, shall promptly issue notice to each holder, insurer or guarantor of a first mortgage happening of any of the following:

- (a) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto and/or (ii) interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto and/or the number of votes in the Association appertaining to any unit;
- (b) The purposes to which any unit or the common elements are restricted;
- (c) Any proposed termination of the condominium project;
- (d) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;
- (e) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgagee of such eligible holder, insurer or guarantor, where such delinquency has continued for sixty (60) days;
- (f) Any lapse, cancellation or material modification of any insurance policy maintained by the Association pursuant to paragraph 14 (a) (i) of HUD Manual 4265.1 Appendix 24.

- (g) The issuance of notice of an official meeting of the membership in which case each holder, insurer or guarantor of a first mortgage shall be allowed to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

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

Section 2. Eligibility to Vote. No Co-owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. Land contract vendees shall be recognized as owners unless the vendor provides the Association with a copy of the land contract expressly reserving voting privileges to the vendor. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. No Co-owner who is in default of a duty to pay any sum to the Association shall be entitled to vote until such default is cured.

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, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number 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 thirty five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association. The written ballot 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 ballot is cast.

Section 5. Voting. Votes may be cast in person or by proxy or by a written ballot (which includes ballots cast via email) duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, 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 fifty (50%) percent in number 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.

ARTICLE IX

MEETINGS

Section 1. Location; Procedure. Meetings of the Association shall be held at such 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 Roberts Rules of Order, when not otherwise in conflict with the Articles of Incorporation, the Condominium Bylaws, the Condominium Master Deed or the laws of the State of Michigan.

Section 2. Annual Meeting; Agenda. Annual Meetings of members of the corporation shall be held during the month of October at such date, time and place as the Board of Directors shall direct. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article X of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them. At the Annual Meeting of members, the order of business shall be as follows, unless otherwise determined by the Board of Directors:

- (a) Calling the meeting to order.
- (b) Proof of notice of the meeting.
- (c) Determination of Quorum.
- (d) Reading of minutes of the last previous Annual Meeting.
- (e) Reports from officers.
- (f) Reports from committees.
- (g) Election of directors.
- (h) Other business.

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

Section 4. Membership Meeting Notices. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) calendar days but not more than sixty (60) calendar 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 the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice. Each member shall be deemed to have consented to receiving notices electronically (email or text) if they provide the Association with their email/text address. Proxy and written ballot forms shall be distributed with the first notice of all business meetings.

Section 5. Quorum. The presence in person or by proxy of thirty five percent (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 provided herein to require a greater quorum. The written ballot 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 ballot is cast.

Section 6. Adjournment for Want of Quorum. 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 forty-eight (48) hours from the time the original meeting was called. At any such re-scheduled meeting the quorum requirement shall be reduced to ten percent (10%) of the Co-owners entitled to vote, except for voting on questions specifically provided herein to require a greater quorum.

Section 7. Appointment of Election Tellers. The Board of Directors shall appoint two (2) Co-owners who are not candidates or spouses or co-habitants of any candidates to serve as tellers of the ballots cast in every election, or with the consent of a majority of those in attendance, one or more representatives of the management company may serve as a ballot teller. It shall be the duty of such tellers to oversee the counting and tallying of the ballots so as to assure that the ballots are fairly and accurately handled and counted.

ARTICLE X

BOARD OF DIRECTORS

Section 1. Eligibility; Compensation Prohibited. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association except that officers, partners, trustees, employees or agents of members that are legal entities and not individual persons may be designated by such entities to serve as directors, if elected, of the corporation. Directors shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties. No candidate for election or appointment to the Board of Directors shall be eligible if delinquent in the payment of any sum of money owed to the Association. Only one person per unit shall be eligible as a candidate notwithstanding the fact that the unit is jointly owned by two or more persons and/or entities. If a member is a partnership then only a partner thereof shall be qualified and eligible to serve as a director. If a member is a corporation, then only a shareholder or a director thereof shall be qualified and eligible to serve as a director. If a member is a trust then only a trustee or beneficiary of the trust shall be qualified and eligible to serve. Any co-owner landlord who is neither a partnership nor a corporation shall be qualified and eligible to serve as a director only in his or her individual capacity and the tenant or agent of such landlord shall not be qualified or eligible to serve as a director.

Section 2. Size, Terms of Office. The Board of Directors shall be composed of seven (7) persons who shall manage the affairs of the corporation. Directors shall serve until their successors take office which shall be deemed to be at the time of their election. The term of office for each newly elected Director shall be two (2) years.

Section 3. Powers, Duties. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

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

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than two thirds (2/3rds) of all of the members of the Association entitled to vote and present in person, by proxy or by written ballot.

(h) To establish and maintain a reserve fund for the periodic maintenance, repair and replacement of the Common Elements as required by the Act.

(i) To make rules and regulations in accordance with Article VI, Section 11 of the Condominium Bylaws.

(j) 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.

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

(l) The Board of Directors may employ for the Association a professional management agent 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 above, 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.

Section 4. Vacancies; Automatic Resignation. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the Association. The Board shall consider past service to the Association as a factor in the selection of any of its appointees; no Co-owner shall be eligible for appointment if delinquent in the payment of any amount owed the Association. In the event that any director is absent for three board meetings in a row, he or she will be deemed to have resigned. Any director who is deemed to have resigned by three consecutive missed meetings may submit a

written request for reconsideration within ten business days from the date of the third missed meeting. The remaining board members will consider any matters raised in the written request for reconsideration at its next regularly scheduled meeting and take what ever action it deems appropriate.

Section 5. Recall. At any regular or special meeting of the Association duly called, any one or more of the Directors may be removed with or without cause by affirmative vote of at least fifty-one (51%) percent of the entire membership and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

Section 6. First Meetings of Boards. The first meeting of a newly elected Board of Directors shall be held within ten (10) calendar days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected. No other notice shall be necessary to the newly elected Directors to constitute a duly called first meeting.

Section 7. Regular Board 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, fax, telephone or email, at least ten (10) days prior to the date named for such meeting. Directors may vote electronically (email or text) and if all Directors concur in doing so the vote shall have the same effect as if a meeting had been physically held. Directors may also participate in meetings via conference call or other means of remote communication by which all persons can communicate with each other.

Section 8. Special Board Meetings. Special meetings of the Board of Directors may be called by the President on three (3) calendar days' notice to each Director, given personally, by mail, fax, telephone or email, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director. Directors may vote electronically (email or text) and if all Directors concur in doing so the vote shall have the same effect as if a meeting had been physically held. Directors may also participate in meetings via conference call or other means of remote communication by which all persons can communicate with each other.

Section 9. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. A Director may join in the action of a meeting by signing and concurring in the minutes thereof, and that shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. Fidelity Bonds/Employee Dishonesty Insurance. The Board of Directors shall require that all directors, officers, agents and employees of the Association handling or responsible for Association funds and/or property shall be covered by adequate fidelity bonds and/or employees dishonesty insurance

purchased by the Association. The premiums on such bonds and/or insurance shall be expenses of administration. Such bonds and/or insurance shall not be less than the estimated maximum of funds held by the Association at any time, including maximum expected reserve funds and in no event less than a sum equal to three month's aggregate assessments on all units plus reserve funds.

Section 12. Executive Sessions. The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes which reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules. Regular monthly Board meetings shall be open to any Co-owner for a reasonable portion of each meeting. Co-owners desiring to be heard shall be required to make their request in writing and submit it to the Board via the property manager at least ten (10) days before the meeting.

Section 13. Conflicts of Interest. In the event any director shall have any relationship with, or interest in, any person or entity with whom or which the Association may have any contractual dealings, such director shall have an affirmative duty to disclose such relationship or interest, in writing, to the Board of Directors at a Board meeting as soon as such contractual dealings are contemplated or initiated.

ARTICLE XI

OFFICERS

Section 1. Officers; Compensation Prohibited. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be members of the Association and members of the Board of Directors. 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. Officers shall serve without compensation, whether by salary, stipend or otherwise except that they may be reimbursed for their out of pocket expenses incurred in the performance of their duties.

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.

Section 4. President. The President shall be the chief executive officer of the Association. He/She shall preside at all meetings of the Association and of the Board of Directors. He/She shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to the power to appoint committees from among the members of the Association from time to time as he/she may in his/her discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. Vice President. The Vice President shall take the place of the President and perform his/her 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/her by the Board of Directors.

Section 6. Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of the meetings of the members of the Association; he/she shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he/she shall, in general, perform all duties incident to the office of the Secretary. The Secretary, or, in the absence or disability of the Secretary, the Treasurer, shall sign the minutes upon approval. Any Co-owner shall be entitled to obtain a copy of the approved and signed minutes except minutes of executive sessions of the Board; the Association shall have the right to require advance payment of the reasonable cost of providing requested copies of minutes.

Section 7. 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. The Treasurer shall review and oversee payment of all invoices. The Treasurer shall monitor the reserve funds of the Association and consult with the Board as necessary concerning such funds. All decisions concerning reserve funds shall be made by the Board and shall not be delegated to any third party. Withdrawals from reserve funds shall be approved in advance by signature of at least one director if payable to the Association; if payable to any other party the signature of at least two directors shall be required. Reserve funds shall be used only for such purposes as are permitted under Michigan law. He/She 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 depositaries as may, from time to time, be designated by the Board of Directors. The Treasurer shall appoint a Budget Committee comprised of one or more Co-owners and Directors selected at the discretion of the Treasurer which shall consult with the Treasurer and the Board as to all budget matters; the Board shall have the sole responsibility to approve the budget.

Section 8. Miscellaneous. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XII

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Board of Directors 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 Board of Directors. The Board of Directors shall annually engage a qualified, independent certified public accountant to perform a review or audit of the books of account. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefore. The cost of any such review or audit and any other 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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association may be invested from time to time in accounts or deposit certificates of such banks or credit unions as are insured by an agency of the federal government and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors. The funds of the Association shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

ARTICLE XIII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Indemnification of Directors and Officers. The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action, suit or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members, was not guilty of willful and wanton misconduct or gross negligence and, with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful or was not guilty of willful and wanton misconduct or gross negligence; provided, however, that in the event of any claim for reimbursement or indemnification hereunder based upon settlement by the Director, Officer or other person seeking such reimbursement or indemnification, the indemnification provided for herein shall apply only if the Board of Directors (with the person seeking reimbursement or indemnification abstaining) approves such settlement and reimbursement or indemnification as being in the best interest of the Association. The foregoing right of reimbursement or indemnification shall be in addition to and not exclusive of other rights to which such Director, Officer or other person may be entitled. At least ten days prior to payment of any reimbursement or indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

The Association shall indemnify any person who was or is party or is threatened to be made a party to a threatened, pending or completed action or suit in the right of the Association to procure a judgment in its favor by reason of the fact that he or she is or was a Director, Officer, or employee of the Association, against expenses, including attorneys' fees and amounts paid in settlement actually and reasonably incurred by him or her in connection with the action or suit, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the Association or its members and was not guilty of willful and wanton misconduct or gross negligence. Indemnification shall not be made for a claim, issue or matter in which the person has been found to be liable to the Association except as provided in Section 564c of the Business Corporation Act.

Section 2. Directors' and Officers' Liability Insurance. Whether or not the Association would have the power to indemnify the persons under Sections 561 and 562 of the Nonprofit Corporation Act, the Association shall provide directors and officers liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent

that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof.

ARTICLE XIV

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-seven (67%) percent of all Co-owners, in number and in value and fifty-one percent (51%) of the eligible holders of first mortgages for material amendments which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the common elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the common elements;
- (f) Responsibility for maintenance and repair of the several portions of the condominium;
- (g) Expansion or contraction of the condominium or the addition, annexation or withdrawal of property to or from the condominium;
- (h) Boundaries of any unit;
- (i) The interests in the general or limited common elements;
- (j) Convertibility of units into common elements or of common elements into units;
- (k) Leasing of units;
- (l) Imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer or otherwise convey his or her unit in the condominium;
- (m) Establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.

Section 4. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 5. Binding. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XV

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, 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 XVI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE XVII

REMEDIES FOR DEFAULT

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

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

(b) **Recovery of Costs.** In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.

(c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

(d) **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation.

(i) **Procedures.** Upon any violation being alleged by the Association, a written notice shall be sent to the offending Co-owner describing the facts constituting the alleged violation, the specific restriction alleged to have been violated and the notice shall set forth the date (no less than seven (7) days from the date of the notice), time and place for a hearing before the Board of Directors, at which the Co-owner shall have the right to appear before the Board and offer evidence in defense of the alleged violation. The Board shall issue a written notice of its determination within ten (10) days after the hearing and, upon finding that a violation has occurred, the Board of Directors may levy a fine in accordance with the following subsection.

(ii) **Fine Schedule.** Upon a determination that a material violation of any of the provisions of the condominium documents has occurred the following fines may be levied:

1 st Violation	-	No fine shall be levied unless the Board determines that the nature of the violation is such as to be best deterred if a fine is imposed for a first violation.
2 nd Violation	-	\$ 50.00 fine
3 rd Violation	-	\$ 75.00 fine
4 th Violation	-	\$125.00 fine
5 th and subsequent Violations	-	\$500.00 fine (each)

Section 2. 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 3. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

ARTICLE XVIII

SEVERABILITY

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

ARTICLE XIX

CONFLICTS

In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Condominium Bylaws, the terms and provisions of the Master Deed shall control.

106-70453

300

FIRST AMENDED MASTER DEED 11-29-88

ROCHELLE PARK CONDOMINIUMS

88186257

Master Deed

THIS FIRST AMENDED MASTER DEED has been executed on November 27, 1988, on behalf of ROCHELLE PARK DEVELOPMENT COMPANY, a Michigan corporation, of 1928 Star Batt Drive, Rochester Hills, Michigan 48063 (hereinafter referred to as "Developer"), pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended, including, but not limited to, those amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983 (hereinafter referred to as the "Act").

A. Developer has established Rochelle Park Condominiums Oakland County Subdivision Plan No. 520 by its Master Deed recorded in Liber 10205, Page 823 through 859 of Oakland County Records.

B. The Developer has prepared and executed this Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B to expand the Condominium Project, to include segment 2 of Rochelle Park Condominiums.

C. Detailed architectural plans and specifications for the Condominium Project have been filed with the municipal offices of the City of Rochester Hills.

RECORD DEEDS PAID
0001 NOV 30 1988 04:36PM
6724 0150 10100

ARTICLE I
DEDICATION

By executing and recording the original Mater Deed and this First Amended Master Deed, the Developer establishes Rochelle Park Condominiums (sometimes hereinafter referred to as the "Condominium Project") as a condominium project under the Act. After being so established, the Condominium Project shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in every manner utilized subject to the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) and to the provisions of the Act. All of the provisions, covenants, conditions, restrictions and obligations set forth in this Master Deed (including Exhibits A and B hereto) shall run with the real property included in the Condominium Project and shall be a burden on, and a benefit to, the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Project, or in the real property hereby dedicated to the Condominium Project, and their grantees, successors, assigns, heirs, and personal representatives. The remainder of this Master Deed (including Exhibits A and B hereto) has been set forth in furtherance of the establishment of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

The real property which is dedicated to the Condominium Project established hereby is legally described as follows:

Land in the North 1/2 of Section 28, Town 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan is described as:

SEE ATTACHED LEGAL DESCRIPTION (EXHIBIT "C")

9000520

101.00

Ret. on Pg 15
[Signature]

101-15-28-200 000

Subject to Easements and Restrictions of Record

ARTICLE III
TITLE AND NATURE

The Condominium Project shall be known as Rochelle Park Condominiums, Oakland County Subdivision Plan No. 520 and any replats thereof. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building in the Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and intended for separate ownership and use, as evidenced by individual entrances from and exists to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

ARTICLE IV
DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited to, amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983.

(b) "Association" means Rochelle Park Condominium Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate Bylaws of the Association.

(d) "Common elements", where used without modification, means both the general and limited common elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project setting forth the rights and obligations of the co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

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

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

(h) "Condominium Project" means Rochelle Park Condominiums, a Condominium Project established pursuant to the Act.

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

(j) "Condominium Unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(k) "Consolidating Master Deed" means the final amended Master Deed which shall describe Rochelle Park Condominiums as a completed Condominium Project. The Consolidating Master Deed shall reflect the Convertible Areas (as defined herein) converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article X and the final Condominium Premises adjusted for land added to or removed from the Condominium from time to time under Article VIII and IX. The Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded in the Office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Rochelle Park Condominiums.

(l) "Co-owner", "owner" or "member" each means a person, firm corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a condominium unit within the Condominium Project and, therefore, is a member of the Association.

(m) "Developer" means Rochelle Park Development Company, a Michigan corporation, which has had this Master Deed prepared and executed, and shall include its successor and assigns.

(n) "Convertible Area" means a unit or a portion of the common elements of the condominium project referred to in the condominium documents within which additional condominium units or general or limited common elements may be created in accordance with the Michigan Condominium Act.

(o) "Expandable Condominium" means a condominium project to which additional land may be added in accordance with the Act.

(p) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

(q) "Segment of a Condominium Project" means each additional parcel of land added to the condominium project as provided in Section 32 of the Act (Expandable Condominium).

(s) "Transitional Control Date" means that date on which a Board of Directors for 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.

(t) "Unit" means the enclosed space constituting a single complete residential unit in Rochelle Park Condominiums, as described in Exhibit "B", and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE V
COMMON ELEMENTS

The common elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements.

The general common elements are:

(1) Except as specifically limited in this Article V or in Article VI, the land described in Article II hereof, including roads, sidewalks, parking areas, lawns, landscaping, and yards, and all rights appertaining thereof;

(2) The electrical wiring throughout the Condominium Project, including that contained within unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any unit;

(3) The telephone wiring throughout the Condominium Project up to the connection into each unit;

(4) The plumbing network throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(5) The water distribution system, storm water discharge and retention system and sanitary sewer system throughout the Condominium Project up to the point of entry to and connection with the water service meter for each unit;

(6) Foundations, supporting columns, unit perimeter walls and other walls as shown on Exhibit B (including windows and doors therein), roofs, ceilings, ground level construction, floor construction between unit levels, and any space between the ceiling and the roof and between the ground or foundation and the ground level construction;

(7) The gas line network throughout the Condominium Project, including that contained in any unit walls, up to the point of connection with gas fixtures in any unit;

(8) Any television cable network or facilities that may from time to time be installed in the Condominium Project up to the point of connection with equipment in any unit;

(9) Chimneys and fireplaces, if any, within and adjacent to each unit;

(10) The proposed Rochelle Park Drive; and

(11) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of any 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 utility lines, systems (including mains and service leads) and equipment and the cable television 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 cable television 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.

B. Limited Common Elements.

The limited common elements, which, except as otherwise provided in this Subsection B, shall be appurtenant to the unit or units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the owners of such unit or units, or their designee, are:

(1) The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services.

(2) All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.

(3) The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit from the telephone junction box to the point of connection with telephone equipment within the Unit, which is assigned to the Unit which it services.

(4) The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements from the gas meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit, which is assigned to the Unit which it services.

(5) The gas fixtures connected to the gas line network after the point of connection to the gas meter which are located outside of the boundaries of a Unit, which are assigned to the Unit which they serve.

(6) Heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve.

(7) The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the water meter for the Unit up to the point of connection with plumbing fixtures within or outside the Unit, which is assigned to the Unit which it services.

(8) All plumbing fixtures other than the irrigation system located outside the boundaries of a Unit and connected to the water distribution system which serves the Unit, which is assigned to the Unit which they serve.

(9) The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves.

(10) Each porch in the Project, which is assigned to the Unit which opens onto such porch as shown on Exhibit B.

(11) Each patio in the Project, where such is constructed, which is assigned to the Unit which opens onto such patio as shown on Exhibit B.

(12) Privacy walls behind or between each patio in the Project, where such is constructed, which is assigned to the Unit which it serves.

(13) The space within each area designated as an atrium in the Project, which is assigned to the Unit which opens into such atrium as shown on Exhibit B.

(14) Each air-conditioner compressor in the Project and the pad on which it is located where such is installed, which is assigned to the Unit which such air-conditioner compressor services.

(15) The garage space and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Project, which is assigned to the Unit to which it is connected as shown on Exhibit B.

(16) Each garage door opener, where such is installed, which is assigned to the Unit to which the garage is appurtenant.

(17) The driveway adjacent to each garage, which is assigned to the Unit to which the garage is appurtenant as shown as Exhibit B.

(18) Each television antenna system, if any, including, the wiring contained within Unit walls up to the point of connection with television equipment within any Unit, which is assigned to the Unit which it services.

(19) Each fireplace combustion chamber, where such is constructed which is assigned to the Unit into which it opens as shown on Exhibit B.

(20) Each mailbox in the mailbox stand, which is assigned to the Unit which it serves.

(21) The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

C. Upkeep of Common Elements and Appliances; Payment of Utility Bills.

The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements, of certain mechanical devices and for the payment of utility bills are as follows:

1. Limited Common Elements

(a) The responsibility for any costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article V(B) (1), (2), (3), (4), (5), (6), (7), (8), (9), (11), (12), (14), (15), (16), (18), (19), (20) and (21) shall be borne by the Co-owner of the Unit to which they are assigned, or shall be borne pro-rata by the Co-owners of the Units beneficiary from such limited common elements.

(b) The responsibility for and costs of maintenance, decoration, repair and replacement of all Limited Common Elements described in Article V(B) (10), (13) and (17) shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(c) Each Co-owner shall be responsible for payment of the utilities attributable to his Unit.

2. General Common Elements

The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(a) Notwithstanding the responsibilities described above, the Co-owner of the Unit shall be responsible for and bear the cost of the replacement of any window in the Unit broken from the inside of the Unit and the repair or replacement of any drywall damaged from the inside of the Unit. The Association shall be responsible for and bear the cost of replacing any other broken window or damaged drywall.

(b) Each Co-owner shall be responsible for damages to the project or costs to the Association resulting from damage to, or misuse of, any of the Common Elements by the Co-owner, or his family, pets, guests, agents, invitees or tenants or the family, guests, agents, or invitees of his tenants.

(c) 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.

(d) In the event a Co-owner shall not maintain, decorate, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner.

D. Use of Common Elements.

No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Condominium 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.

E. Environmental Control Committee.

As provided in Article VII, Section 1(b) of the Condominium Bylaws, the decoration and maintenance of all common elements and limited common elements, except the decoration of those common elements located within a unit (but this exception shall not include windows or other portions visible from the exterior), is subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

ARTICLE VI

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description.

A complete description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the Condominium Project, as described in the Condominium Subdivision Plan, shall include all that space contained within the interior finished, unpainted walls and ceilings and from the

finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines, but not any common elements contained therein. Detached architectural plans for the Condominium Project are placed on file with the City of Rochester Hills, Oakland County, Michigan.

B. Percentage of Value.

The total value of the project is 100%. The allocable expenses of maintenance for each of the respective units have been assigned and shall be shared equally, irrespective of size. The percentage of value for each unit shall be equal.

If through modification of the Master Deed, condominium units are added, withdrawn or modified, any allocable expenses shall be shared equally, irrespective of size, by all of the units in the project.

These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in a duly recorded amendment to this Master Deed.

ARTICLE VII
EASEMENTS

A. Easements for Maintenance and Related Matters.

If all or 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 of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefitting and burdening each such unit or common element, 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 also be permanent easements to, through, over, under and across the Condominium Premises, including all units and interior walls, (1) for the maintenance and repair (including replacement) of common elements, which easements shall be administered by the Association, and (2) as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services". Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements.

B. Easements Retained by Developer.

(1) Roadway Easement. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways, and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of

the Condominium Premises in furtherance of any legitimate purpose.

(2) Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

(3) Repair and Replacement. The Developer retains for the benefit of itself and representatives of any utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, operate, maintain, repair, replace or inspect any common improvement or facility whether under or above ground.

(4) Hook-up of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to extend and enlarge, all utility services or systems now or hereafter located on the property described in Article II hereof to service all or any portion of the property.

Regardless of whether such utilization is in connection with the Condominium Project. If Developer or its successor or assigns utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall pay all expenses reasonably necessary to restore the Condominium Premises to their condition immediately prior thereto.

C. Termination of Easement.

Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of land in the vicinity of the project. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility easement on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIII
EXPANDABLE CONDOMINIUM

Rochelle Park Condominium is established as an expandable condominium in accordance with the provisions of this Article VIII.

(a) Developer reserved the right, but not the obligation, to expand the Condominium project.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article VIII. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium.

(c) The Developer's right to expand the Condominium project shall expire six (6) years after the recording of the original Master Deed.

(d) The land which may be added to the Condominium is situated in the City of Rochester Hills, Oakland County, Michigan, and is more specifically described on Exhibit D to this Master Deed, which Exhibits are incorporated in this subparagraph by reference. The land described in exhibit D is partially contiguous and adjacent to the Condominium and may herein be referred to as "Additional Land."

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in successive amendments to this Master Deed at the same time or at different times in the Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

(f) There are no restrictions upon the location of any improvements that may be made on any portions of the Additional Land, and Developer reserved the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the property and the terms of the Consent Judgment dated 12-17-86 in the case *Stolaruk v City of Rochester Hills, Oakland County Circuit Court, Case No. 86-308456-CH*.

(g) The maximum number of Units which Developer reserves the right to construct upon the Additional Land is 140 which together with the 10 Units described in the initial Master Deed equals 150 Units.

(h) One hundred percent (100%) of the Additional Land, and the units to be created thereon shall be restricted exclusively to residential use and common elements (including amenities, if any, are hereafter constructed by Developer) as may be consistent and compatible with residential use. This and the preceding subparagraph only apply if and as land is added to the condominium.

(i) The extent to which any structures erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities and the terms of the Consent Judgment dated 12-17-86 in the case *Stolaruk v City of Rochester Hills, Oakland County*

Circuit Court, Case No. 86-308456-CH.

(j) There are no restrictions as to types of condominium Units which may be created upon the Additional Land except that such Units must be for residential use and must comply with state law, local ordinance and the requirements of building authorities and the terms of the Consent Judgement dated 12-17-86 in the case Stolaruk v City of Rochester Hills, Oakland County Circuit Court, Case No. 86-308456-CH.

(k) Developer may also create limited common elements upon the Additional Land and designate common elements thereon which may be subsequently assigned a limited common elements. The nature of any such limited common elements to be constructed upon the Additional Land is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(m) Developer hereby reserves permanent easements for ingress or egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, retention ponds, gas, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land whether or not such land is added to the Condominium. Developer has no financial obligation to support such easements. Developer reserves the right to use the roads for access and for construction traffic.

(n) Any amendment to the Master Deed which alters the number of Units in the condominium shall proportionately readjust the existing percentages of value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(o) At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a consolidating master deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded consolidating master deed shall be provided to the Association.

ARTICLE IX
RECREATIONAL AREAS

Developer intends to devote certain areas to recreational uses and to construct certain facilities thereon. As part of the expandable area defined in Article VIII, Exhibits "E" and "F" shall be hereinafter designated as "recreational area." The Developer hereby undertakes the obligation to construct certain improvements to the recreational area including, but not limited to a par 3 executive nine (9) hole golf course, built-in swimming pool, club house, and tennis court. Final determination of the nature, design, and layout of the recreational facilities as constructed will be at the sole discretion of the Developer.

Because Rochelle Park Condominiums will be developed over a substantial period of time, the possibility of changing or unforeseen circumstances requires that the respective rights and responsibilities of the Developer and the Co-owners regarding such recreational facilities be defined both with reasonable specificity and reasonable flexibility. The purpose of this Article IX of the Master Deed is to summarize the rights and

responsibilities of the Developer and the Co-owner with respect to the recreational area. Notwithstanding anything to the contrary contained herein within this Master Deed, the use of the recreational areas and recreational facilities, if any, shall be governed by the following terms and conditions and shall be subject to the following restrictions, all of which shall be binding upon the Condominium, the recreational areas and the future development.

(a) Proposed Recreational Area. The recreational area hereinbefore described as Exhibits "E" and "F" to this Master Deed, presently designated as Expandable Area, the Developer is obligated to add said recreational area to the Condominium project by amendment to the Master Deed in accordance with the terms set forth as follows:

(b) Addition, Development and Operation of Recreational Facility.

1. The additional land required to construct this recreational facility to be added to the condominium project shall be purchased by the condominium association from the present owner. The purchase price shall be \$500,000.00 payable on land contract over a twenty-five (25) year period at ten percent (10%) interest in annual payments of FIFTY-FOUR THOUSAND (\$54,000.00) DOLLARS.

2. As a condition of the sale of the additional land for a recreational facility, the Association and Developer shall enter into a twenty-five (25) year lease with the Developer as tenant and the Association as landlord. The annual rental rate for the lease shall be FIFTY-FOUR THOUSAND (\$54,000.00) DOLLARS.

3. The sale and leaseback of the additional land to construct the recreational facility shall commence when seventy (70%) percent of the units to be created in the entire project of one hundred fifty (150) units are sold and certificates of occupancies are issued. Development will then be completed within twenty-four (24) months.

4. The lease shall provide that the tenant shall construct any and all recreational facilities or other improvements in tenant's sole discretion and at tenant's sole cost, subject to the regulations and restrictions of the local unit of government, the laws of the State of Michigan, and the Rochelle Park Condominium documents.

5. At the time the recreational facilities are constructed, use of the recreational facilities shall be on a membership basis open to residents of Rochelle Park Condominiums and to persons other than Rochelle Park Condominium residents. Operating revenues from the recreational facilities will be, in whole or in part, derived from membership fees.

6. The tenant shall receive and assume all revenues, expenses, and responsibilities arising from and in connection with the operation of said recreational facilities.

In the event that the Condominiums Association terminates, refuses to renew or otherwise defeats the lease agreement, the Condominium Association shall be obligated to reimburse the Developer or its affiliate for the actual costs incurred in developing said additional land as a recreational facility.

ARTICLE X
CONVERTIBLE AREA

The Condominium project contains convertible area as designated on Exhibit B attached hereto. No walls, decks, balconies, patio areas, fences or other accessory improvements ancillary in nature or use to the residential dwelling that may be constructed have been shown on the original condominium subdivision plan because it is impossible to identify and locate such accessory improvements until the architectural plans have been completed and the actual location of various dwellings have been established. Further, Developer may install an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentations and other similar systems and improvements designed and intended to benefit the entire project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the condominium subdivision plan. Developer therefore reserves the right to construct, install and locate any or all of the improvements identified above, and other such improvements as may be similar thereto in nature, regardless of whether to serve one unit or more than one unit, anywhere on the general common element designated as convertible area on the subdivision plan.

No additional condominium units may be created within such convertible area. Any structure erected on the convertible area will be compatible with structures on other portions of the condominium project. Such improvements, if and to the extent constructed, may be designated as limited common elements appurtenant to one or more units or general common elements, as determined by Developer at its sole discretion in light of the nature and intended use of the improvements. The conversion of any convertible area must occur, if ever, not later than six (6) years after initial recording of the original Master Deed.

ARTICLE XI
AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

- ★ A. (1) The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners, hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages shall be examples of amendments which do not materially alter or change the

rights of a co-owner or mortgagee.

(2) This Master Deed, the Condominium Bylaws, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the co-owners and mortgagees. A mortgagee shall have one (1) vote for each mortgage held.

(3) The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

(4) Provided, however, that in no case, unless (i) all of the first mortgagees, (ii) all owners (other than the Developer) of the individual condominium units, and (iii) the Developer (if at that time it owns any units) have given their prior written approval, shall the Association be entitled to:

(a) By any act or omission seek to abandon or terminate the Condominium Project;

(b) Change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condominium awards, or (ii) determining the pro rata share of ownership of each condominium unit and the condominium elements; or

(c) Partition or subdivide any condominium unit.

(5) The restrictions contained in this Article XI on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed, such as in Articles V, VI, VIII, IX and X.

(6) Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than ten (10) days before the amendment is recorded at their address reflected on the condominium records.

(7) Articles II, V, VI, VII, VIII, IX and X 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, so long as the Developer continues to offer any unit in the condominium for sale or so long as there remains, under such provision, any further possibility of expansion or conversion of the Condominium Project.

B. (1) An amendment to this Master Deed shall not be effective until the amendment is recorded.

(2) A copy of the recorded amendment shall be delivered to each co-owner.

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which shall be deemed expenses of administration.

SUBDIVISION PLAN NO. 520
ADDENDUM TO THE MASTER DEED OF

ROCHELLE PARK CONDOMINIUMS

CITY OF ROCHESTER HILLS, OAKLAND COUNTY, MICHIGAN

DEVELOPER

ROCHELLE PARK DEVELOPMENT CO.

ROCHESTER, MICHIGAN 48063

SEGMENT 2 LEGAL DESCRIPTION

Land in the North 1/2 of Section 28, Township 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan; Beginning at the North 1/4 corner of said Section 28; thence South 87°00'00" West, along the North line of said Section 28 and the centerline of Hamlin Road, 82.41 feet; thence South 02°55'20" East, 992.11 feet; thence South 57°14'11" West, 474.83 feet to the Northeast corner of INDUSTROPLEX (a subdivision recorded in Liber 168 of Plats, Pages 14 and 15, Oakland County Records); thence South 02°13'34" East, along the East line of said INDUSTROPLEX Subdivision, 1416.91 feet to the North right-of-way line of M-59 expressway; thence along said right-of-way line, South 85°07'36" East, 265 feet, and South 85°07'36" East, 341.95 feet, and along a curve to the right of radius 4016.72 feet (long chord bears South 79°35'19" East, 1192.70 feet) and arc distance of 1197.12 feet; thence North 02°26'40" West, 794.96 feet to the Southeast corner of WHISPERING WILLOWS NO. 1 (a subdivision recorded in Liber 173 of Plats, Pages 1, 2, 3, and 4 of Oakland County Records); thence along the Southerly and Westerly line of said subdivision; South 68°01'34" West, 143.66 feet; and South 67°47'19" West, 190.00 feet to the point of beginning; thence continuing along the Southerly and Westerly line of said subdivision North 64°11'29" West, 93.31 feet; and North 49°30'00" West, 180.00 feet; and North 83°41'40" West, 102.55 feet; and North 82°41'06" West, 182.00 feet; and along a curve to the right of radius 340.00 feet (long chord bears North 07°19'03" East, 4.00 feet) and arc distance of 4.00 feet; and North 82°00'42" West, 130.00 feet; and South 07°20'07" West, 162.52 feet; and South 71°16'11" East, 117.10 feet; and along a curve to the right of radius 240.00 feet (long chord bears South 40°09'44" West, 102.38 feet) an arc distance of 103.17 feet; thence South 37°31'22" East, 46.28 feet; thence along the arc of a curve to the right of radius 175.89 feet (long chord bears North 60°30'59" East, 62.26 feet) an arc distance of 62.59 feet; thence North 50°19'21" East, 23.92 feet; thence along the arc of a curve to the right of radius 226.74 feet (long chord bears North 61°50'26" East, 106.00 feet) and arc distance of 106.99 feet to a point of compound curvature; thence along the arc of a curve to the right of radius 214.13 feet (long chord bears North 88°13'31" East, 80.74 feet) and arc distance of 81.22 feet; thence South 90°54'29" East, 116.81 feet; thence along the arc of a curve to the right of radius 1207.89 feet (long chord bears South 78°23'55" East, 88.50 feet) and arc distance of 88.52 feet; thence South 76°42'33" East, 188.84 feet; thence North-02°26'40" West, 113.03 feet; thence North 03°48'13" West, 92.74 feet to the point of beginning.

SEGMENT 1 LEGAL DESCRIPTION

Land in the North 1/2 of Section 28, Township 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan:

COMMENCING at the North 1/4 corner of said Section 28, thence South 87°00'00" West, along the North line of said Section 28, and the centerline of Hamlin Road, 82.41 feet; thence South 02°55'20" East, 992.11 feet; thence South 87°14'11" West, 474.83 feet to the Northeast corner of INDUSTROPLEX (a subdivision recorded in Liber 168 of Plats, Pages 14 and 15, Oakland County Records); thence South 02°13'34" East along the East line of said INDUSTROPLEX SUBDIVISION, 1416.91 feet to the North right-of-way line of M-59 expressway; thence along said right-of-way line, South 85°07'36" East, 265.00 feet, and South 85°07'36" East, 341.95 feet, and along a curve to the right of radius 4,016.72 feet (long chord bears South 79°35'19" East, 1192.70 feet) an arc distance of 1,197.12 feet; thence North 02°26'40" West, 794.96 feet to the Southeast corner of WHISPERING WILLOWS NO. 1 (a subdivision recorded in Liber 173 of Plats, Pages 1, 2, 3, and 4 of Oakland County Records), said point being the Southeast corner of Lot 25 of said WHISPERING WILLOWS NO. 1 and the point of beginning; thence South 68°01'34" West, 143.66 feet and South 67°47'19" West, 190.00 feet along the Southerly and Westerly line of said subdivision; thence South 03°48'13" East, 92.74 feet; thence South 02°26'40" East, 113.03 feet; thence South 76°42'33" East, 54.23 feet; thence Southerly along the arc of a curve to the right, 162.02 feet, said curve having a radius of 115.00 feet and a central angle of 80°43'20" (long chord bears South 36°21'00" East, 148.93 feet); thence South 04°00'47" West, 20.77 feet; thence North 87°13'20" East, 179.04 feet; thence North 02°26'40" West, 477.00 feet to the point of beginning; said parcel containing 2.618 acres.

ATTENTION :
COUNTY REGISTRAR OF DEEDS

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

SHEET INDEX

1. COVER SHEET
2. GENERAL PLAN
3. SURVEY & UTILITY PLAN - SEGMENT 2
4. SURVEY & UTILITY PLAN - SEGMENT 1
5. SITE PLAN - SEGMENT 2
6. SITE PLAN - SEGMENT 1
7. FLOOR PLAN
8. CROSS SECTIONS
9. CROSS SECTIONS



200 N. ALLEN ROAD, SUITE 100, ROCHESTER HILLS, MI 48063
PH: (248) 852-7100 FAX: (248) 852-7100

DUANE F. LEDDY

LIBER 106970188

ARTICLE III
TITLE AND NATURE

The Condominium Project shall be known as Rochelle Park Condominiums, Oakland County Subdivision Plan No. 520 and any replats thereof. The improvements contained in the Condominium Project, including the number, boundaries, dimensions, and area of each unit, are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each building in the Condominium Project contains individual units to be used for residential purposes, and each unit has been designed and intended for separate ownership and use, as evidenced by individual entrances from and exists to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to occupy his unit and shall have undivided and inseparable rights to share with other co-owners the use and enjoyment of common elements.

ARTICLE IV
DEFINITIONS

When used in any of the Condominium Documents (as hereinafter defined), or in any contract, deed, mortgage, lien, easement or other instrument affecting the Condominium Project or the establishment or transfer of any interest therein, the following terms shall carry the definitions which follow them unless the context clearly indicates to the contrary:

(a) "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended, including, but not limited to, amendments contained in Act 538 of the Public Acts of 1982 and in Act 113 of the Public Acts of 1983.

(b) "Association" means Rochelle Park Condominium Association, a not-for-profit corporation organized under the laws of the State of Michigan, of which all co-owners shall be members and which shall administer, operate, manage and maintain the Condominium Project. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless explicitly reserved to the members by the Condominium Documents or the laws of the State of Michigan, and any reference to the Association shall, where appropriate, also constitute a reference to its Board of Directors.

(c) "Association Bylaws" means the corporate Bylaws of the Association.

(d) "Common elements", where used without modification, means both the general and limited common elements, as defined in Article V hereof.

(e) "Condominium Bylaws" means Exhibit A hereto, the Bylaws for the Condominium Project setting forth the rights and obligations of the co-owners and required by Sections 3(8), 53 and 54 of the Act to be recorded as part of the Master Deed.

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

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

(h) "Condominium Project" means Rochelle Park Condominiums, a Condominium Project established pursuant to the Act.

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

(j) "Condominium Unit" or "unit" each means that portion of the Condominium Project designed and intended for separate ownership and use, as described on Exhibit B hereto.

(k) "Consolidating Master Deed" means the final amended Master Deed which shall describe Rochelle Park Condominiums as a completed Condominium Project. The Consolidating Master Deed shall reflect the Convertible Areas (as defined herein) converted from time to time to increase the size of Condominium Units or to create new General or Limited Common Elements under Article X and the final Condominium Premises adjusted for land added to or removed from the Condominium from time to time under Article VIII and IX. The Consolidating Master Deed shall also express percentages of value pertinent to each Unit as finally readjusted. The Consolidating Master Deed, when recorded in the Office of the Macomb County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for Rochelle Park Condominiums.

(l) "Co-owner", "owner" or "member" each means a person, firm corporation, partnership, trust or other legal entity or any combination thereof who or which owns legal or equitable title to a condominium unit within the Condominium Project and, therefore, is a member of the Association.

(m) "Developer" means Rochelle Park Development Company, a Michigan corporation, which has had this Master Deed prepared and executed, and shall include its successor and assigns.

(n) "Convertible Area" means a unit or a portion of the common elements of the condominium project referred to in the condominium documents within which additional condominium units or general or limited common elements may be created in accordance with the Michigan Condominium Act.

(o) "Expandable Condominium" means a condominium project to which additional land may be added in accordance with the Act.

(p) "Master Deed" means this Master Deed, including Exhibits A and B hereto, both of which are hereby incorporated by reference and made a part hereof.

(q) "Segment of a Condominium Project" means each additional parcel of land added to the condominium project as provided in Section 32 of the Act (Expandable Condominium).

(s) "Transitional Control Date" means that date on which a Board of Directors for 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.

(t) "Unit" means the enclosed space constituting a single complete residential unit in Rochelle Park Condominiums, as described in Exhibit "B", and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Terms not defined herein, but defined in the Act, shall carry the meaning given them in the Act unless the context clearly indicates to the contrary. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where such a reference would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where such a reference would be appropriate, and vice versa.

ARTICLE V
COMMON ELEMENTS

The common elements of the Condominium Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements.

The general common elements are:

(1) Except as specifically limited in this Article V or in Article VI, the land described in Article II hereof, including roads, sidewalks, parking areas, lawns, landscaping, and yards, and all rights appertaining thereof;

(2) The electrical wiring throughout the Condominium Project, including that contained within unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any unit;

(3) The telephone wiring throughout the Condominium Project up to the connection into each unit;

(4) The plumbing network throughout the Condominium Project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;

(5) The water distribution system, storm water discharge and retention system and sanitary sewer system throughout the Condominium Project up to the point of entry to and connection with the water service meter for each unit;

(6) Foundations, supporting columns, unit perimeter walls and other walls as shown on Exhibit B (including windows and doors therein), roofs, ceilings, ground level construction, floor construction between unit levels, and any space between the ceiling and the roof and between the ground or foundation and the ground level construction;

(7) The gas line network throughout the Condominium Project, including that contained in any unit walls, up to the point of connection with gas fixtures in any unit;

(8) Any television cable network or facilities that may from time to time be installed in the Condominium Project up to the point of connection with equipment in any unit;

(9) Chimneys and fireplaces, if any, within and adjacent to each unit;

(10) The proposed Rochelle Park Drive; and

(11) Such other elements of the Condominium Project not herein designated as general or limited common elements which are not enclosed within the boundaries of any 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 utility lines, systems (including mains and service leads) and equipment and the cable television 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 cable television 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.

B. Limited Common Elements.

The limited common elements, which, except as otherwise provided in this Subsection B, shall be appurtenant to the unit or units to which they are attached or adjacent or which they service (or which they are deemed by Exhibit B to benefit) and limited in use to the owners of such unit or units, or their designee, are:

(1) The electrical wiring network contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the electrical meter for the Unit up to the point of connection with electrical fixtures, plugs and switches within or outside of the Unit, which is assigned to the Unit which it services.

(2) All electrical fixtures, plugs, switches, fuse boxes or electric control panels, and any other similar item connected to the electrical system assigned to a Unit located outside the boundaries of a Unit, which are assigned to the Unit which they service.

(3) The telephone wiring network contained within Unit walls or located in any other portion of the Common Elements or a Unit from the telephone junction box to the point of connection with telephone equipment within the Unit, which is assigned to the Unit which it services.

(4) The gas line network contained within Units or Unit walls, floors or ceilings, or located in any other portion of the Common Elements from the gas meter for the Unit up to the point of connection with gas fixtures within or outside of the Unit, which is assigned to the Unit which it services.

(5) The gas fixtures connected to the gas line network after the point of connection to the gas meter which are located outside of the boundaries of a Unit, which are assigned to the Unit which they serve.

(6) Heating and cooling ducts in any Unit walls, floors or ceilings, and any vents attached to such ducts, which are assigned to the Unit which they serve.

(7) The water distribution system contained within Units or Unit walls, floors or ceilings or located in any other portion of the Common Elements from the water meter for the Unit up to the point of connection with plumbing fixtures within or outside the Unit, which is assigned to the Unit which it services.

(8) All plumbing fixtures other than the irrigation system located outside the boundaries of a Unit and connected to the water distribution system which serves the Unit, which is assigned to the Unit which they serve.

(9) The sanitary sewer system contained within Units or Unit walls or floors or located in any other portion of the Common Elements from the first point of entry into the Unit, which is assigned to the Unit it serves.

(10) Each porch in the Project, which is assigned to the Unit which opens onto such porch as shown on Exhibit B.

(11) Each patio in the Project, where such is constructed, which is assigned to the Unit which opens onto such patio as shown on Exhibit B.

(12) Privacy walls behind or between each patio in the Project, where such is constructed, which is assigned to the Unit which it serves.

(13) The space within each area designated as an atrium in the Project, which is assigned to the Unit which opens into such atrium as shown on Exhibit B.

(14) Each air-conditioner compressor in the Project and the pad on which it is located where such is installed, which is assigned to the Unit which such air-conditioner compressor services.

(15) The garage space and the interior surfaces of the ceilings, floors and perimeter walls contained in each garage in the Project, which is assigned to the Unit to which it is connected as shown on Exhibit B.

(16) Each garage door opener, where such is installed, which is assigned to the Unit to which the garage is appurtenant.

(17) The driveway adjacent to each garage, which is assigned to the Unit to which the garage is appurtenant as shown as Exhibit B.

(18) Each television antenna system, if any, including, the wiring contained within Unit walls up to the point of connection with television equipment within any Unit, which is assigned to the Unit which it services.

(19) Each fireplace combustion chamber, where such is constructed which is assigned to the Unit into which it opens as shown on Exhibit B.

(20) Each mailbox in the mailbox stand, which is assigned to the Unit which it serves.

(21) The interior surfaces of ceilings, floors and perimeter walls contained within a Unit, which are assigned to the Unit of which they are a part.

The Limited Common Elements may be reassigned pursuant to the provisions of the Act.

C. Upkeep of Common Elements and Appliances; Payment of Utility Bills.

The respective responsibilities for the maintenance, decoration, repair and replacement of the common elements, of certain mechanical devices and for the payment of utility bills are as follows:

1. Limited Common Elements

(a) The responsibility for any costs of maintenance, decoration, repair and replacement of the Limited Common Elements described in Article V(B) (1), (2), (3), (4), (5), (6), (7), (8), (9), (11), (12), (14), (15), (16), (18), (19), (20) and (21) shall be borne by the Co-owner of the Unit to which they are assigned, or shall be borne pro-rata by the Co-owners of the Units beneficiary from such limited common elements.

(b) The responsibility for and costs of maintenance, decoration, repair and replacement of all Limited Common Elements described in Article V(B) (10), (13) and (17) shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(c) Each Co-owner shall be responsible for payment of the utilities attributable to his Unit.

2. General Common Elements

The responsibility for and costs of maintenance, decoration, repair and replacement of all General Common Elements shall be borne by the Association and shall be an expense of administration of the Condominium Project.

(a) Notwithstanding the responsibilities described above, the Co-owner of the Unit shall be responsible for and bear the cost of the replacement of any window in the Unit broken from the inside of the Unit and the repair or replacement of any drywall damaged from the inside of the Unit. The Association shall be responsible for and bear the cost of replacing any other broken window or damaged drywall.

(b) Each Co-owner shall be responsible for damages to the project or costs to the Association resulting from damage to, or misuse of, any of the Common Elements by the Co-owner, or his family, pets, guests, agents, invitees or tenants or the family, guests, agents, or invitees of his tenants.

(c) 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.

(d) In the event a Co-owner shall not maintain, decorate, repair or replace those Common Elements for which the Co-owner is responsible as described above, the Association may maintain, decorate, repair or replace the same and charge the cost of any such maintenance, decoration, repair or replacement to that Co-owner by adding such cost to the monthly assessment of that Co-owner.

D. Use of Common Elements.

No co-owner shall use his unit or the common elements in any manner inconsistent with the purposes of the Condominium 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.

E. Environmental Control Committee.

As provided in Article VII, Section 1(b) of the Condominium Bylaws, the decoration and maintenance of all common elements and limited common elements, except the decoration of those common elements located within a unit (but this exception shall not include windows or other portions visible from the exterior), is subject to such written standards as may be established by the Board of Directors or its Environmental Control Committee, if the Board determines to appoint such a Committee.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Description.

A complete description of each unit, with elevations therein referenced to an official benchmark of the United States Geological Survey sufficient to relocate accurately the space enclosed by the description without reference to the structure itself, is set forth in the Condominium Subdivision Plan. Each unit in the Condominium Project, as described in the Condominium Subdivision Plan, shall include all that space contained within the interior finished, unpainted walls and ceilings and from the

finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines, but not any common elements contained therein. Detached architectural plans for the Condominium Project are placed on file with the City of Rochester Hills, Oakland County, Michigan.

B. Percentage of Value.

The total value of the project is 100%. The allocable expenses of maintenance for each of the respective units have been assigned and shall be shared equally, irrespective of size. The percentage of value for each unit shall be equal.

If through modification of the Master Deed, condominium units are added, withdrawn or modified, any allocable expenses shall be shared equally, irrespective of size, by all of the units in the project.

These percentages of value shall be determinative of the proportionate share of each unit in the common expenses and proceeds of administration, the value of such unit's vote at certain meetings of the Association of co-owners, and of such unit's undivided interest in the common elements (which is hereby allocated to each unit). The percentages of value allocated to the units may be changed only with the prior written approval of each holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in a duly recorded amendment to this Master Deed.

ARTICLE VII
EASEMENTS

A. Easements for Maintenance and Related Matters.

If all or 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 of a foundation or support, or due to survey errors, construction deviations, reconstruction, replacement, renovation or repair, reciprocal easements, respectively benefitting and burdening each such unit or common element, 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 also be permanent easements to, through, over, under and across the Condominium Premises, including all units and interior walls, (1) for the maintenance and repair (including replacement) of common elements, which easements shall be administered by the Association, and (2) as may be reasonable for the installation and continuing maintenance and repair (including replacement) of all utilities in the Condominium Project, including, but not necessarily limited to, light, heat, power, sewer, water, storm water discharge and detention and communications, which utilities are sometimes collectively referred to in this Article VII as "utilities" or "utility services". Every portion of a unit which contributes to the structural support of a building shall be burdened with an easement of structural support for the benefit of the common elements.

B. Easements Retained by Developer.

(1) Roadway Easement. In addition to all other rights reserved to it hereunder, the Developer reserves for the benefit of itself, its agents, employees, guests, invitees, independent contractors, successors and assigns, a perpetual easement for the unrestricted use of all roads, driveways, and walkways now or hereafter located in the Condominium Project for the purpose of ingress and egress to and from all or any portion of

legitimate purpose.

(2) Use of Facilities. The Developer, and its duly authorized agents, representatives and employees, may maintain offices, model units and other facilities on the Condominium Premises and engage in any acts reasonably necessary to facilitate the sale of units in the Condominium Project. In connection therewith, the Developer shall have full and free access to all common elements and unsold units.

(3) Repair and Replacement. The Developer retains for the benefit of itself and representatives of any utility company, and to the burden of the Condominium Premises, the right to enter the Condominium Project and do all the things necessary to install, operate, maintain, repair, replace or inspect any common improvement or facility whether under or above ground.

(4) Hook-up of Utilities. The Developer reserves for the benefit of itself, its agents, employees, independent contractors, successors and assigns, and for the benefit of any appropriate utility company, perpetual easements to enter upon and cross the Condominium Premises and lay pipes and cables and do all other things reasonably necessary to utilize, tap and tie into, and to extend and enlarge, all utility services or systems now or hereafter located on the property described in Article II hereof to service all or any portion of the property.

Regardless of whether such utilization is in connection with the Condominium Project. If Developer or its successor or assigns utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall pay all expenses reasonably necessary to restore the Condominium Premises to their condition immediately prior thereto.

C. Termination of Easement.

Developer reserves to itself, and its successors and assigns, the right to terminate and revoke any utility or other easement granted in this Master Deed at such time as the particular easement has become unnecessary. This may occur, by way of example but not limitation, when water or sewer systems are connected to municipal systems or when a water or sewer system or other utility easement is relocated to coordinate further and future development of land in the vicinity of the project. No utility easement may be terminated or revoked unless and until all units served by it are adequately served by an appropriate substitute or replacement utility easement on a shared maintenance basis. Any termination or revocation of any such easement shall be effected by the recordation of an appropriate amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE VIII
EXPANDABLE CONDOMINIUM

Rochelle Park Condominium is established as an expandable condominium in accordance with the provisions of this Article VIII.

(a) Developer reserved the right, but not the obligation, to expand the Condominium project.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article VIII. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of percentages of value of existing Units which Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the purpose of executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be made without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium.

(c) The Developer's right to expand the Condominium project shall expire six (6) years after the recording of the original Master Deed.

(d) The land which may be added to the Condominium is situated in the City of Rochester Hills, Oakland County, Michigan, and is more specifically described on Exhibit D to this Master Deed, which Exhibits are incorporated in this subparagraph by reference. The land described in exhibit D is partially contiguous and adjacent to the Condominium and may herein be referred to as "Additional Land."

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in successive amendments to this Master Deed at the same time or at different times in the Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

(f) There are no restrictions upon the location of any improvements that may be made on any portions of the Additional Land, and Developer reserved the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the property and the terms of the Consent Judgment dated 12-17-86 in the case *Stolaruk v City of Rochester Hills*, Oakland County Circuit Court, Case No. 86-308456-CH.

(g) The maximum number of Units which Developer reserves the right to construct upon the Additional Land is 140 which together with the 10 Units described in the initial Master Deed equals 150 Units.

(h) One hundred percent (100%) of the Additional Land, and the units to be created thereon shall be restricted exclusively to residential use and common elements (including amenities, if any, are hereafter constructed by Developer) as may be consistent and compatible with residential use. This and the preceding subparagraph only apply if and as land is added to the condominium.

(i) The extent to which any structures erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities and the terms of the Consent Judgment dated 12-17-86 in the case *Stolaruk v City of Rochester Hills*, Oakland County

(j) There are no restrictions as to types of condominium Units which may be created upon the Additional Land except that such Units must be for residential use and must comply with state law, local ordinance and the requirements of building authorities and the terms of the Consent Judgement dated 12-17-86 in the case Stolaruk v City of Rochester Hills, Oakland County Circuit Court, Case No. 86-308456-CH.

(k) Developer may also create limited common elements upon the Additional Land and designate common elements thereon which may be subsequently assigned a limited common elements. The nature of any such limited common elements to be constructed upon the Additional Land is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(m) Developer hereby reserves permanent easements for ingress or egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, retention ponds, gas, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land whether or not such land is added to the Condominium. Developer has no financial obligation to support such easements. Developer reserves the right to use the roads for access and for construction traffic.

(n) Any amendment to the Master Deed which alters the number of Units in the condominium shall proportionately readjust the existing percentages of value of Condominium Units to preserve a total value of one hundred percent (100%) for the entire condominium. Percentages of value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(o) At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a consolidating master deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded consolidating master deed shall be provided to the Association.

ARTICLE IX RECREATIONAL AREAS

Developer intends to devote certain areas to recreational uses and to construct certain facilities thereon. As part of the expandable area defined in Article VIII, Exhibits "E" and "F" shall be hereinafter designated as "recreational area." The Developer hereby undertakes the obligation to construct certain improvements to the recreational area including, but not limited to a par 3 executive nine (9) hole golf course, built-in swimming pool, club house, and tennis court. Final determination of the nature, design, and layout of the recreational facilities as constructed will be at the sole discretion of the Developer.

Because Rochelle Park Condominiums will be developed over a substantial period of time, the possibility of changing or unforeseen circumstances requires that the respective rights and responsibilities of the Developer and the Co-owners regarding such recreational facilities be defined both with reasonable specificity and reasonable flexibility. The purpose of this Article IX of the Master Deed is to summarize the rights and

to the recreational area. Notwithstanding anything to the contrary contained herein within this Master Deed, the use of the recreational areas and recreational facilities, if any, shall be governed by the following terms and conditions and shall be subject to the following restrictions, all of which shall be binding upon the Condominium, the recreational areas and the future development.

(a) Proposed Recreational Area. The recreational area hereinbefore described as Exhibits "E" and "F" to this Master Deed, presently designated as Expandable Area, the Developer is obligated to add said recreational area to the Condominium project by amendment to the Master Deed in accordance with the terms set forth as follows:

(b) Addition, Development and Operation of Recreational Facility.

1. The additional land required to construct this recreational facility to be added to the condominium project shall be purchased by the condominium association from the present owner. The purchase price shall be \$500,000.00 payable on land contract over a twenty-five (25) year period at ten percent (10%) interest in annual payments of FIFTY-FOUR THOUSAND (\$54,000.00) DOLLARS.

2. As a condition of the sale of the additional land for a recreational facility, the Association and Developer shall enter into a twenty-five (25) year lease with the Developer as tenant and the Association as landlord. The annual rental rate for the lease shall be FIFTY-FOUR THOUSAND (\$54,000.00) DOLLARS.

3. The sale and leaseback of the additional land to construct the recreational facility shall commence when seventy (70%) percent of the units to be created in the entire project of one hundred fifty (150) units are sold and certificates of occupancies are issued. Development will then be completed within twenty-four (24) months.

4. The lease shall provide that the tenant shall construct any and all recreational facilities or other improvements in tenant's sole discretion and at tenant's sole cost, subject to the regulations and restrictions of the local unit of government, the laws of the State of Michigan, and the Rochelle Park Condominium documents.

5. At the time the recreational facilities are constructed, use of the recreational facilities shall be on a membership basis open to residents of Rochelle Park Condominiums and to persons other than Rochelle Park Condominium residents. Operating revenues from the recreational facilities will be, in whole or in part, derived from membership fees.

6. The tenant shall receive and assume all revenues, expenses, and responsibilities arising from and in connection with the operation of said recreational facilities.

In the event that the Condominiums Association terminates, refuses to renew or otherwise defeats the lease agreement, the Condominium Association shall be obligated to reimburse the Developer or its affiliate for the actual costs incurred in developing said additional land as a recreational facility.

ARTICLE X
CONVERTIBLE AREA

The Condominium project contains convertible area as designated on Exhibit B attached hereto. No walls, decks, balconies, patio areas, fences or other accessory improvements ancillary in nature or use to the residential dwelling that may be constructed have been shown on the original condominium subdivision plan because it is impossible to identify and locate such accessory improvements until the architectural plans have been completed and the actual location of various dwellings have been established. Further, Developer may install an underground irrigation system, an exterior lighting system, a security system, architectural walls, fences and ornamentations and other similar systems and improvements designed and intended to benefit the entire project, although Developer shall in no event be obligated to construct any such improvements. Until a decision is made as to the nature and extent of any such common systems and improvements as may be installed by Developer, it is impossible to identify and locate them on the condominium subdivision plan. Developer therefore reserves the right to construct, install and locate any or all of the improvements identified above, and other such improvements as may be similar thereto in nature, regardless of whether to serve one unit or more than one unit, anywhere on the general common element designated as convertible area on the subdivision plan.

No additional condominium units may be created within such convertible area. Any structure erected on the convertible area will be compatible with structures on other portions of the condominium project. Such improvements, if and to the extent constructed, may be designated as limited common elements appurtenant to one or more units or general common elements, as determined by Developer at its sole discretion in light of the nature and intended use of the improvements. The conversion of any convertible area must occur, if ever, not later than six (6) years after initial recording of the original Master Deed.

ARTICLE XI
AMENDMENT

Except as otherwise expressly provided in this Master Deed, the Condominium Project shall not be terminated, vacated, revoked or abandoned except as provided in the Act, nor may any of the provisions of this Master Deed or Exhibit B be amended (but Exhibit A hereto may be amended as therein provided) except as follows:

A. (1) The Condominium Documents may be amended without the consent of co-owners or mortgagees for any purpose if the amendment does not materially alter or change the rights of a co-owner or mortgagee. The Developer, for itself and for the Association of co-owners, hereby expressly reserves the right to amend the Condominium Documents for such a purpose. Amendments modifying the types and sizes of unsold units and their appurtenant common elements, showing minor architectural variances and modifications to a unit, correcting survey or other errors made in the Condominium Documents, or for the purpose of facilitating mortgage loan financing for existing or prospective co-owners and to enable the purchase of insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration, the Department of Housing and Urban Development, or by any other institutional participant in the secondary mortgage market which purchases or insures mortgages shall be examples of amendments which do not materially alter or change the

rights of co-owner or mortgagee.

(2) This Master Deed, the Condominium Bylaws, and the Condominium Subdivision Plan may be amended, even if the amendment will materially alter or change the rights of the co-owners or mortgagees, with the consent of not less than two-thirds of the votes of the co-owners and mortgagees. A mortgagee shall have one (1) vote for each mortgage held.

(3) The method or formula used to determine the percentage of value of units in the Project for other than voting purposes, and any provisions relating to the ability or terms under which a co-owner may rent a unit, may not be modified without the consent of each affected co-owner and mortgagee. A co-owner's condominium unit dimensions or appurtenant limited common elements may not be modified without the co-owner's consent.

(4) Provided, however, that in no case, unless (i) all of the first mortgagees, (ii) all owners (other than the Developer) of the individual condominium units, and (iii) the Developer (if at that time it owns any units) have given their prior written approval, shall the Association be entitled to:

(a) By any act or omission seek to abandon or terminate the Condominium Project;

(b) Change the pro rata interest or obligations of any individual condominium unit for the purpose of: (i) levying assessments or charges or allocating distributions of hazard insurance proceeds or condominium awards, or (ii) determining the pro rata share of ownership of each condominium unit and the condominium elements; or

(c) Partition or subdivide any condominium unit.

(5) The restrictions contained in this Article XI on Amendments shall not in any way affect the rights of the Developer as set forth elsewhere in this Master Deed, such as in Articles V, VI, VIII, IX and X.

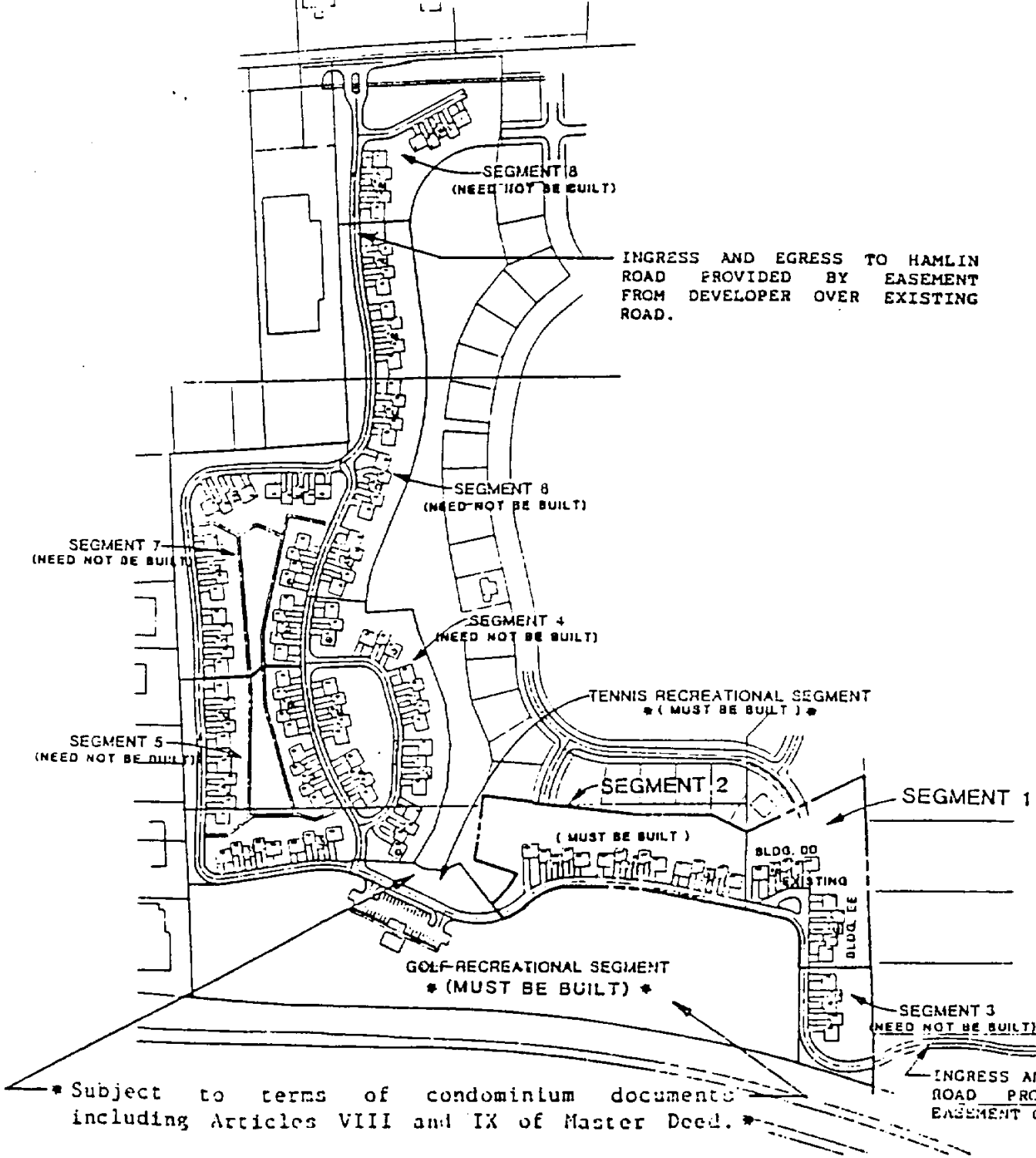
(6) Co-owners and mortgagees of record shall be notified in writing of proposed amendments not less than ten (10) days before the amendment is recorded at their address reflected on the condominium records.

(7) Articles II, V, VI, VII, VIII, IX and X 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, so long as the Developer continues to offer any unit in the condominium for sale or so long as there remains, under such provision, any further possibility of expansion or conversion of the Condominium Project.

B. (1) An amendment to this Master Deed shall not be effective until the amendment is recorded.

(2) A copy of the recorded amendment shall be delivered to each co-owner.

C. A person causing or requesting an amendment to the Condominium Documents shall be responsible for costs and expenses of the amendment, except for amendments based upon a vote of a prescribed majority of co-owners or based upon the Advisory Committee's decision, the costs of which shall be deemed expenses of administration.



**GENERAL PLAN
ROCHELLE PARK CONDOMINIUMS
SEGMENT 2 & SEGMENT 1**

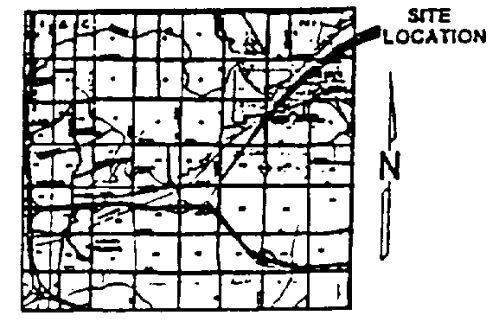
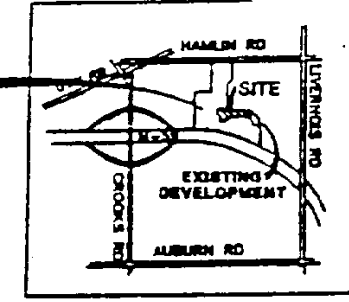
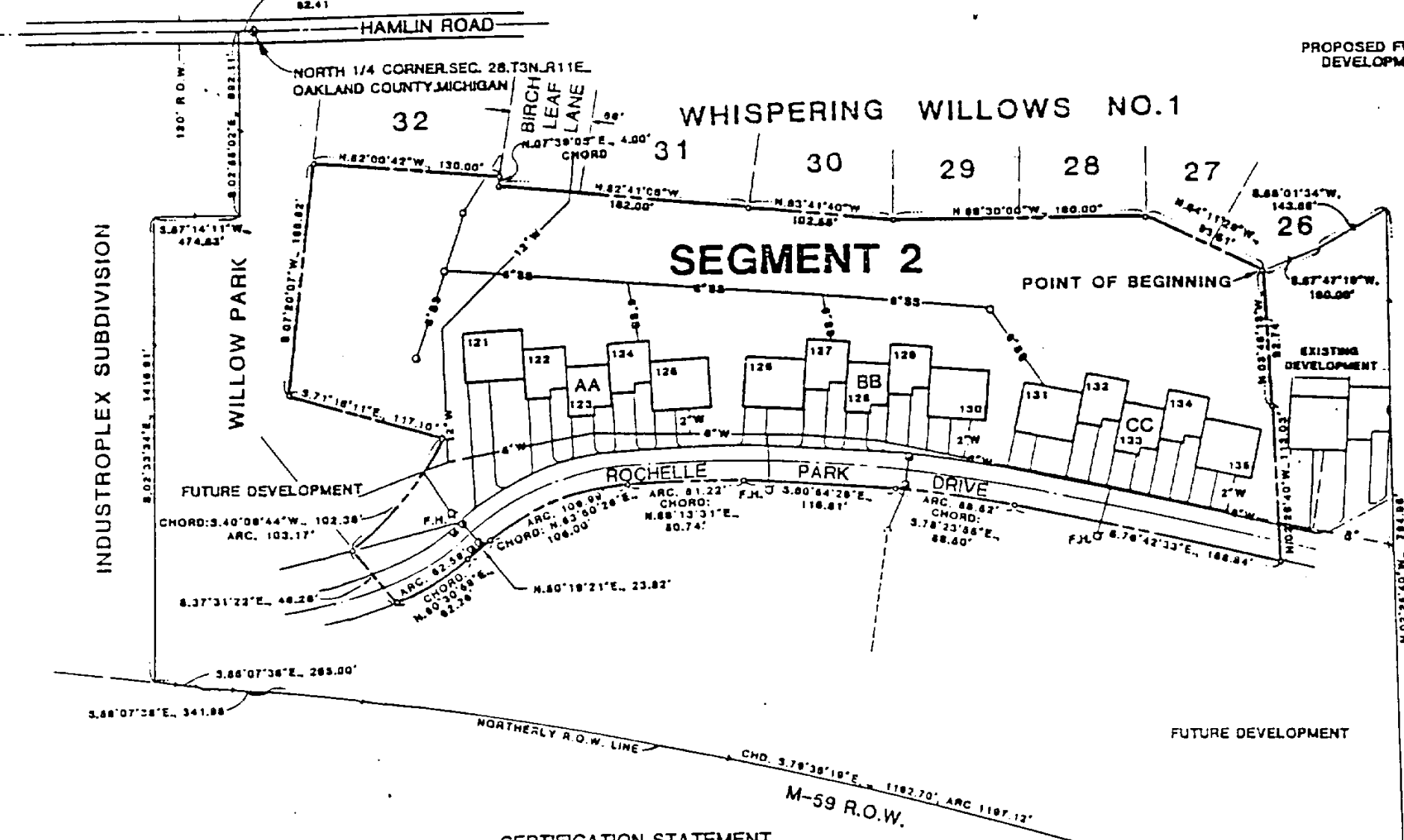
SCALE: 1" = 150'
0' 75' 150' 300' 600'



LEA ENGINEERING CORPORATION

280 SOUTH BARRIE ST. - FREDERICK, MD 21701
PH: (301) 674-2300 FAX: (301) 674-2100

DIANE EBY



- LEGEND**
- W --- WATERMAIN
 - SS --- SANITARY SEWER SIZE & MANHOLE
 - U E A T --- UNDERGROUND ELECTRICAL & TELEPHONE
 - G --- GAS
 - --- W --- WATER METER
 - --- G --- GAS METER
 - --- F --- FIRE HYDRANT
- UTILITY LOCATIONS**
- ON SITE GAS, ELECTRIC & TELEPHONE TO BE SHOWN ON AS BUILT DRAWINGS.
- --- ○ --- STORM SEWER & CATCH BASIN

CERTIFICATION STATEMENT

I, DUANE F. LEDY, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY, THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1, AS SHOWN ON THE ACCOMPANYING DRAWING, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN.

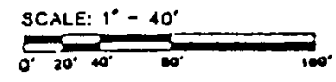
THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

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

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

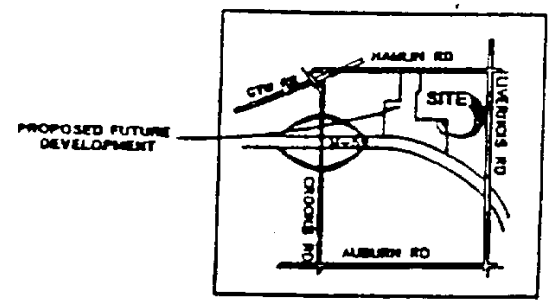
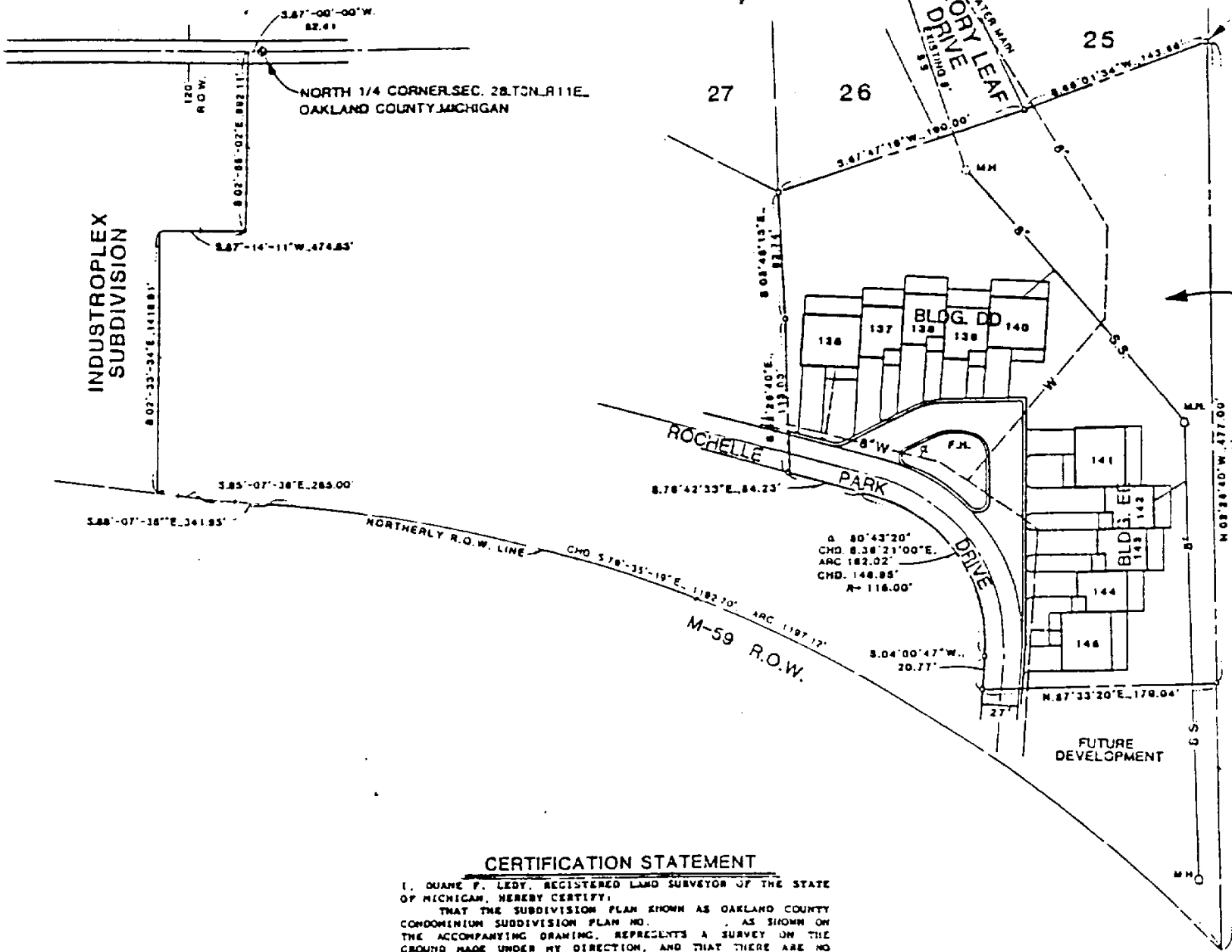
Date: NOV. 11, 1988 Duane F. Ledy
 DUANE F. LEDY
 REGISTERED LAND SURVEYOR

SURVEY & UTILITY PLAN
 ROCHELLE PARK CONDOMINIUMS
 SEGMENT 2

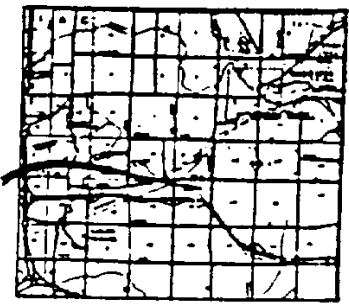


200 COLVIN ROAD SE - FRIELAND MI 49633
 PH: (616) 940-2344 FAX: (616) 940-2174

Duane F. Ledy
 DUANE F. LEDY



KEY MAP



LOCATION MAP

LEGEND

- W --- WATERMAIN
- SS --- SANITARY SEWER SIZE & MANHOLE
- U E A T --- UNDERGROUND ELECTRICAL & TELEPHONE
- G --- GAS
- --- W --- WATER METER
- --- G --- GAS METER
- --- W --- FIRE HYDRANT

UTILITY LOCATIONS

ON SITE GAS, ELECTRIC & TELEPHONE TO BE SHOWN ON AS BUILT DRAWINGS.

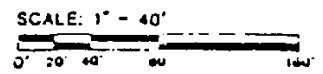
CERTIFICATION STATEMENT

I, DUANE F. LEDY, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. , AS SHOWN ON THE ACCOMPANYING DRAWING, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED AS SHOWN.
 THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 112 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.
 THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

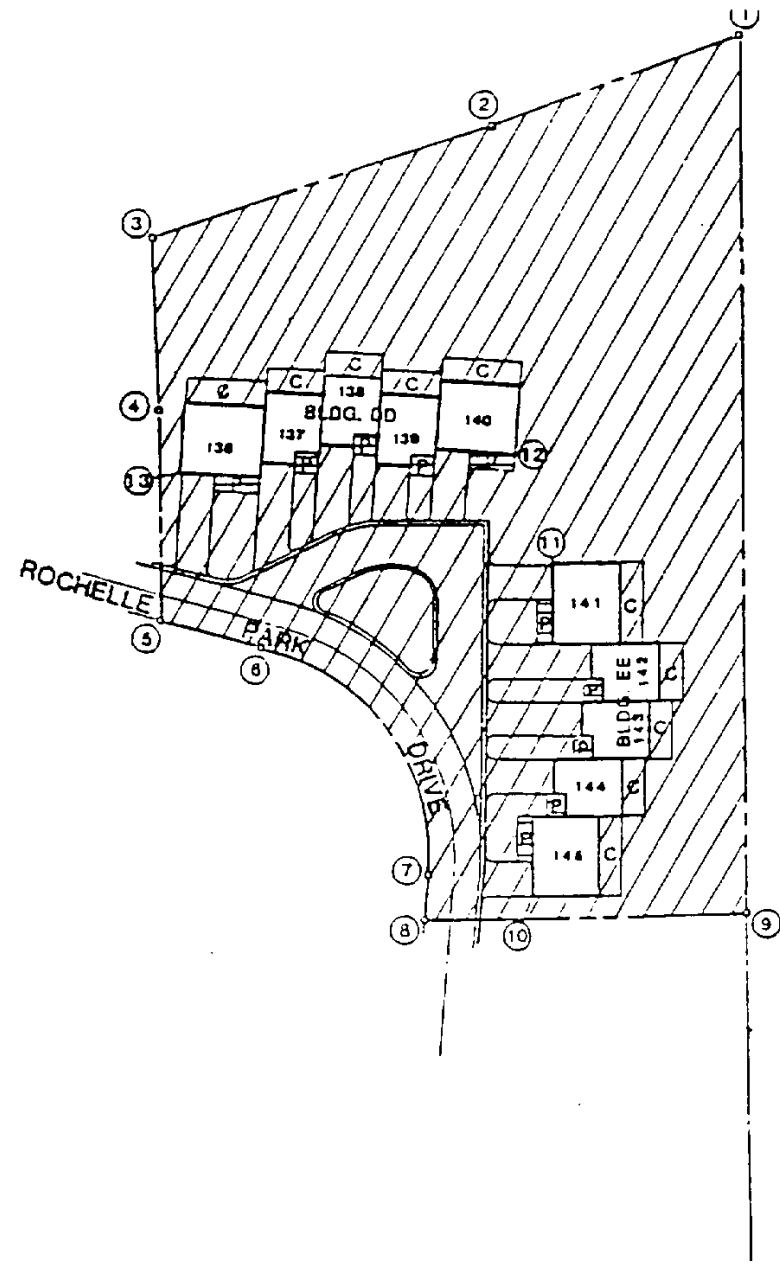
Date: NOV. 11 1988
 DUANE F. LEDY



SURVEY & UTILITY PLAN
 ROCHELLE PARK CONDOMINIUMS
 SEGMENT 1








DUANE F. LEDY



COORDINATE SCHEDULE		
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3	2965.8037	5983.1183
4	2883.3861	5699.2703
5	2780.4888	6004.0812
6	2787.8714	6068.8687
7	2648.0080	6146.1563
8	2627.2811	6143.7016
9	2624.9177	6327.6678
10	2648.2486	6168.3864
11	2622.7361	6201.4166
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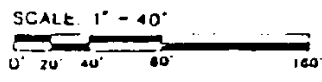
ELEVATIONS—FIRST FLOOR
 BUILDING "DD" - 818.00
 BUILDING "EE" - 821.00




- LEGEND**
-  GENERAL COMMON ELEMENT
 -  LIMITED COMMON ELEMENT
 -  COORDINATE POINT
 -  GENERAL COMMON ELEMENT - CONVERTIBLE AREA
 -  FENCED FRONT PRIVACY YARD - RANCH STYLE - 192 SQ. FT. TWO STORY STYLE - 96 SQ. FT.



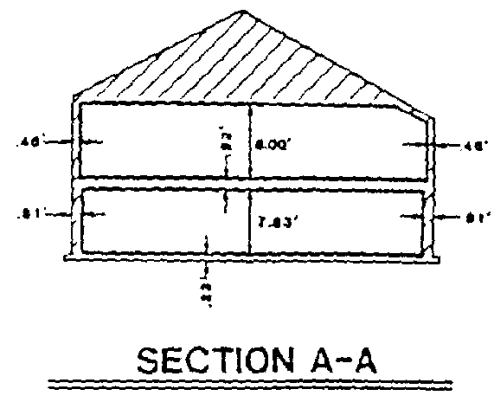
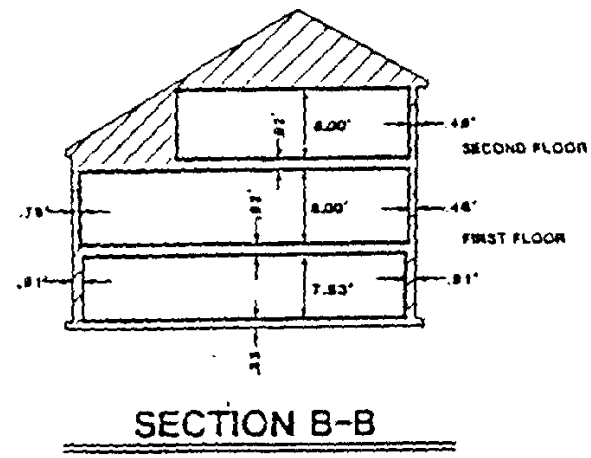
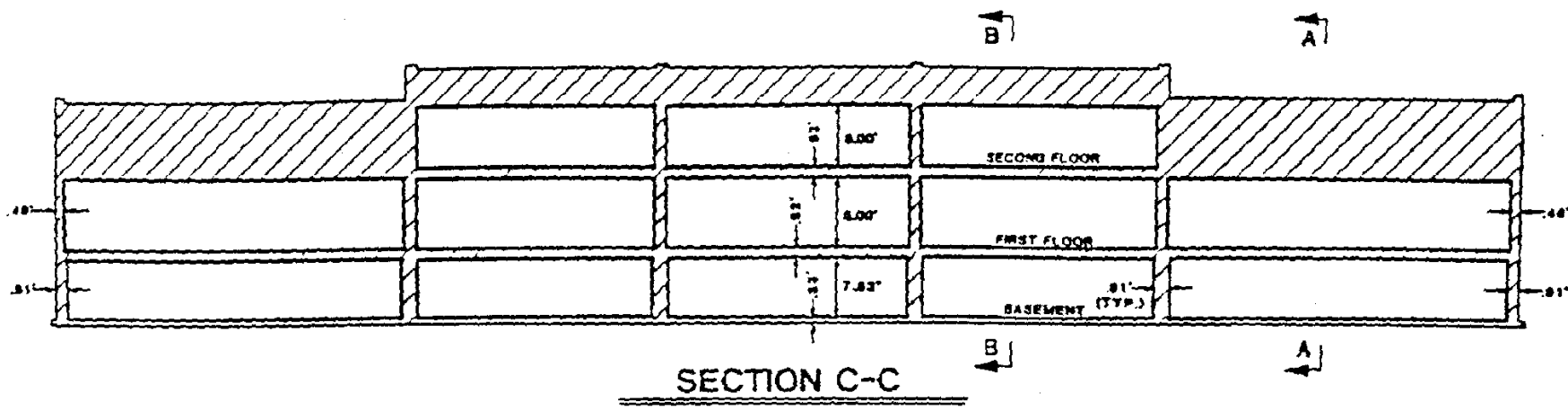
SITE PLAN
 ROCHELLE PARK CONDOMINIUMS
 SEGMENT 1



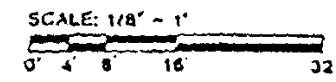
700 SOUTH WOOD ST. - FAYETTEVILLE, MISSISSIPPI 39307
 (601) 895-2922 FAX (601) 895-2122
 DUANE F. LEDY

 GENERAL COMMON ELEMENT
 ——— LIMITS OF OWNERSHIP

NOTES:
 OWNERSHIP LINES ARE AT 90° TO EACH
 OTHER UNLESS OTHERWISE NOTED.



TYPICAL
 CROSS SECTIONS
 BUILDING 88
 ROCHELLE PARK CONDOMINIUMS
 SEGMENT 2





200 SOUTH MAIN ST. - FRESNO, CALIF. 93702
 (559) 435-2200 FAX (559) 435-2100

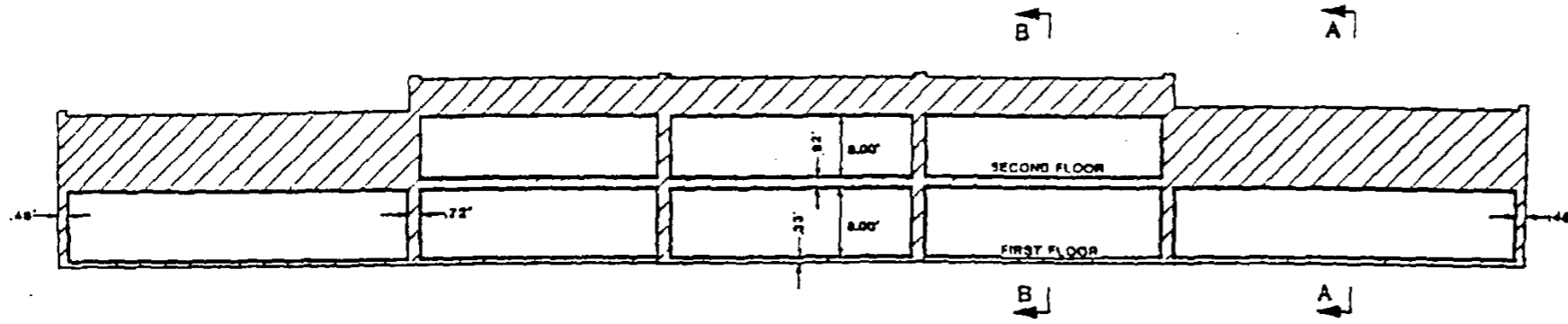
Duane F. Ledy
 DUANE F. LEDY

LIBER. 7-03/11/10

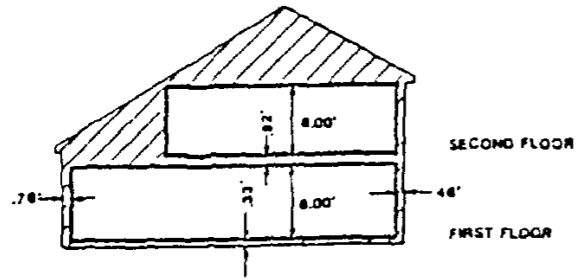
LEGEND

-  GENERAL COMMON ELEMENT
-  LIMITS OF OWNERSHIP

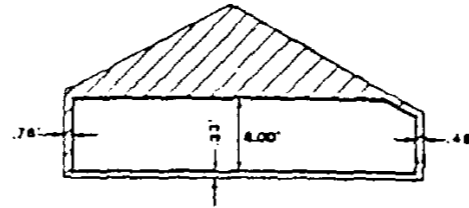
NOTES:
 OWNERSHIP LINES ARE AT 90° TO EACH
 OTHER UNLESS OTHERWISE NOTED.



SECTION C-C

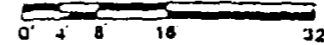


SECTION B-B



SECTION A-A

TYPICAL
 CROSS SECTIONS
 BUILDINGS AA, CC, DD & EE
 ROCHELLE PARK CONDOMINIUMS
 SEGMENT 2 & SEGMENT 1
 SCALE: 1/8" = 1'



200 SOUTH MAIN ST. - FAYETTEVILLE, MI 48830
 313.437.6200 FAX 313.437.6201

Duane F. Ledy
 DUANE F. LEDY

of radius 340.00 feet (long chord bears North 07 39"05" East, 4.00 feet) an arc distance of 4.00 feet; and North 82 00'42" West, 130.00 feet; and South 07 20'07" West, 168.52 feet; and South 71 16'11" East, 117.10 feet; and along a curve to the right of radius 240.00 feet (long chord bears South 40 09'44" West, 102.38 feet) an arc distance of 103.17 feet; thence South 37 31'22" East, 46.28 feet; thence along the arc of a curve to the right of radius 175.89 feet (long chord bears North 60 30'59" East, 62.26 feet) an arc distance of 62.59 feet; thence North 50 19'21" East, 23.92 feet; thence along the arc of a curve to the right of radius 226.74 feet (long chord bears North 63 50'26" East, 106.00 feet) an arc distance of 106.99 feet to a point of compound curvature; thence along the arc of a curve to the right of radius 214.13 feet (long chord bears North 88 13'31" East, 80.74 feet) an arc distance of 81.22 feet; thence South 80 54'29" East, 116.81 feet; thence along the arc of a curve to the right of radius 1207.89 feet (long chord bears South 78 23'55" East, 88.50 feet) an arc distance of 88.52 feet; thence South 76 42'33" East, 188.84 feet; thence North 02 26'40" West, 113.03 feet; thence North 03 48'13" West, 92.74 feet to the point of beginning.

119
thing

115
+d)

GOLF COURSE PARCEL

A parcel of land situated in the North 1/2 of Section 28, Township 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows:

Beginning at the intersection of the Northerly right-of-way line of Highway M-59 with the East line of "INDUSTROPLEX" SUBDIVISION, as recorded in Liber 168 of Plats, Pages 14 and 15, Oakland County Records, said point being the South-easterly corner of Lot 19 of said "INDUSTROPLEX"; thence North $02^{\circ}33'34''$ West, 281.78 feet along the East line of said "INDUSTROPLEX"; thence North $82^{\circ}08'33''$ East, 316.35 feet; thence Southeasterly 167.01 feet along the arc of a curve to the right, said curve having a radius of 286.50 feet, a central angle of $33^{\circ}23'55''$ and a long chord bearing South $81^{\circ}09'29''$ East a length of 164.65 feet; thence South $64^{\circ}27'32''$ East, 208.90 feet; thence Northeasterly 246.03 feet along the arc of a curve to the left, said curve having a radius of 213.50 feet, a central angle of $66^{\circ}01'37''$ and a long chord bearing North $82^{\circ}31'40''$ East with a length of 232.65 feet; thence Easterly 116.95 feet along the arc of a curve to the right, said curve having a radius of 158.47 feet, a central angle of $42^{\circ}16'58''$ and a long chord bearing North $70^{\circ}39'20''$ East, with a length of 114.31 feet; thence South $88^{\circ}12'11''$ East, 102.70 feet; thence Easterly 158.34 feet along the arc of a curve to the right, said curve having a radius of 818.49 feet, a central angle of $11^{\circ}05'03''$ and a long chord bearing South $82^{\circ}39'40''$ East, 158.10 feet; thence South $77^{\circ}07'08''$ East, 315.69 feet; thence Southerly 70.66 feet along the arc of a curve to the right, said curve having a radius of 50.00 feet, a central angle of $80^{\circ}57'56''$ and a long chord bearing South $36^{\circ}38'10''$ East, with a length of 64.92 feet; thence South $03^{\circ}50'48''$ West, 317.59 feet to the Northerly right-of-way line of Highway M-59; thence Westerly along said right-of-way line along a curve with an arc distance of 983.55 feet, said curve having a radius of 4016.72 feet and a long chord that bears North $81^{\circ}06'43''$ West, 981.10 feet; thence North $88^{\circ}07'36''$ West, 341.95 feet and North $85^{\circ}07'36''$ West, 265.00 feet along said right-of-way line to the point of beginning; Said parcel containing 11.755 acres and being subject to easements, reservations, and rights-of-way of record.

EXHIBIT "E"
TO ROCHELLE PARK CONDOMINIUMS

TENNIS PARCEL

A parcel of land situated in the North 1/2 of Section 28, Township 3 North, Range 11 East, City of Rochester Hills, Oakland County, Michigan, described as follows:

COMMENCING at the Southwesterly corner of Lot 32, WHISPERING WILLOWS NO. 1, a subdivision recorded in Liber 173 of Plats, Pages 1, 2, 3 and 4 of Oakland County Records; thence along the Easterly and Southerly boundaries of Willow Park, as recorded in said WHISPERING WILLOWS NO. 1, along the following courses: South $07^{\circ}20'07''$ West, 168.52 feet; South $71^{\circ}16'11''$ East, 117.10 feet, and Southwesterly 103.17 feet along the arc of a curve to the right, said curve having a radius of 240.00 feet, a central angle of $24^{\circ}37'48''$ and a long chord bearing South $40^{\circ}09'44''$ West, having a length of 102.38 feet, to the point of beginning of this parcel; thence South $37^{\circ}31'22''$ East, 16.15 feet; thence Westerly 133.94 feet along the arc of a curve to the right, said curve having a radius of 186.50 feet, a central angle of $41^{\circ}08'55''$ and a long chord bearing North $85^{\circ}02'01''$ West, having a length of 131.08 feet; thence North $64^{\circ}27'32''$ West, 224.07 feet; thence Northerly 26.35 feet along the arc of a curve to the right, said curve having a radius of 20.00 feet, a central angle of $75^{\circ}29'32''$ and a long chord bearing North $26^{\circ}17'50''$ West, having a length of 24.49 feet; thence South $83^{\circ}10'10''$ East, 93.93 feet; thence North $88^{\circ}35'32''$ East, 33.94 feet to the Westerly boundary of said Willow Park; thence along the Westerly and Southerly boundary of said Willow Park along the following courses: South $58^{\circ}33'14''$ East, 29.18 feet, South $87^{\circ}33'02''$ East, 51.95 feet; North $66^{\circ}48'04''$ East, 51.95 feet and South $37^{\circ}31'22''$ East, 135.00 feet to the Point of Beginning; said parcel containing 0.493 acres.

EXHIBIT 'F'
TO ROCHELLE PARK CONDOMINIUMS