

amended

CONSOLIDATING MASTER DEED
HIDDEN MEADOWS

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This Consolidating Master Deed is made and executed on this 14th day of December, 1987, by Pax Corporation, a Michigan corporation, hereinafter referred to as "Developer", whose post office address is 2295 Cameo, Lake Drive, Bloomfield Hills, Michigan 48011, in pursuance of the provisions of the Michigan Condominium Act (being Act 39 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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WHEREAS, the Developer by recording in Liber 8249 pages 786 through 828 Oakland County Records, a Master Deed together with the Bylaws attached thereto as Exhibit A and together with the Condominium Subdivision Plan attached thereto as Exhibit B and by preparing the First through Ninth Amendments to the Master Deed and recording the same as follows: First Amendment to Master Deed in Liber 9023, Pages 746 through 753, Second Amendment to Master Deed in Liber 9087 Pages 855 through 861, Third Amendment to Master Deed in Liber 9111, Pages 474 through 481, Fourth Amendment to Master Deed in Liber 9154, Pages 790 through 797, Fifth Amendment to Master Deed in Liber 9171 Pages 870 through 877, Sixth Amendment to Master Deed in Liber 9263 Pages 159 through 169, Seventh Amendment to Master Deed in Liber 9426 Pages 544 through 554, Eighth Amendment to Master Deed in Liber 9471 Pages 176 through 186 and Ninth Amendment to Master Deed in Liber 9505 Pages 717 through 726, Oakland County Records has established the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act; and

WHEREAS, Developer desires to consolidate said Master Deed First through Ninth Amendments thereto by declaring and recording this Master Deed pursuant to the Authority reserved to Developer in Section 52(5) of the Act, in order to eliminate now inapplicable portions of the Original Master Deed, Bylaws, Condominium Subdivision Plan and amendments thereto for ease of future reference.

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

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The Condominium Project shall be known as Hidden Meadows, Oakland County Condominium Subdivision Plan No. 405. The architectural plans for the Project were approved by the City of Walled Lake and were filed with the City of Walled Lake. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II
LEGAL DESCRIPTION

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The land which has been submitted to the Condominium Project, the establishment by this Consolidating Master Deed is particularly described as follows:

Section 7. **Condominium Project, Condominium or Project.** "Condominium Project", "Condominium" or "Project" means Hidden Meadows as a Condominium Project established in conformity with the Act.

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

Section 9. **Consolidating Master Deed.** "Consolidating Master Deed" means the final amended Master Deed which shall describe Hidden Meadows as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Section 52(5) of the Act, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. **Co-owner or Owner.** "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 11. **Developer.** "Developer" means Pax Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 12. **Master Deed.** "Master Deed" means the original Master Deed as recorded in Liber 8943, Pages 786 through 828, Oakland County Records, as amended.

Section 13. **Unit or Condominium Unit.** "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Hidden Meadows, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) **Land.** The land described in Article II hereof, including driveways, roads, walkways and parking spaces not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the 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.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

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

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) **Construction.** Foundations, supporting columns, Unit perimeter walls (including windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

(j) **Sump Pumps.** The sump pumps, including all accessories related to their operation, located in some Units.

(k) **Site Lighting.** Certain exterior lights located on or proximate to garage areas.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment 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, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches.** Each individual porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

(b) **Balconies.** Each individual balcony in the Project is restricted in use to the Co-owner of the Unit which opens into such balcony as shown on Exhibit B hereto.

(c) **Air Conditioner Compressors.** Each air conditioner compressor (if and when installed) and the pad on which it is located are restricted in use to the Co-owner of the Unit which they serve.

(d) **Parking Spaces.** Certain interior garage parking spaces are appurtenant to certain Units as Limited Common Elements as designated on Exhibit B attached hereto with designations which correspond to the Unit to which such garage spaces respectively appertain. Other exterior parking spaces (some which adjoin garage spaces and some which do not) are also limited in use to certain Units to which they correspond by number as shown on Exhibit B hereto.

(e) **Gas and Electric Meters.** Gas and electric meters which meter consumption of natural gas and electricity consumed by the owners of individual Units.

(f) **Windows, Screens and Doors.** Windows, screens and doors are limited in use to the Co-owners of the Units which they respectively service.

(g) **Interior Surfaces.** The interior surfaces of Unit perimeter walls (including windows and doors therein), ceilings and floors connected with a Unit shall be subject to the exclusive use and enjoyment of Co-owner of such unit.

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

(a) **Air Conditioner Compressors.** The costs of maintenance, repair and replacement of each individual air conditioner compressor described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(b) **Gas and Electric Meters.** All gas and electric service charges metered through the meters described in Article IV, Section 2(e) shall be paid by the Co-owners whose units are serviced thereby.

(c) **Windows, Screens and Doors.** The cost of maintenance, repair, decoration and replacement of the items described in Article IV, Section 2(f) shall be borne by the Co-owners of the Units to which they respectively relate.

(d) **Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(g) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Hidden Meadows as prepared by Wayne Morrison, registered engineer and attached hereto as Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been or will be physically measured by Wayne Morrison, registered engineer. In the event that the dimensions on the measured foundation plan of any specific Unit differ from the dimensions on the typical foundation plan for such Unit shown in Exhibit B, then the typical upper-floor plans for such Unit shall be deemed to be automatically changed for such specific Unit in the same manner and to the same extent as the measured foundation plan.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is set forth below. The percentages of value were computed on the basis of the relative areas of the Units, with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association. Set forth below are:

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

<u>Unit Number</u>	<u>Percentage of Value Assigned</u>
1	.96
2	.86
3	.85
4	.77
5	.96
6	.86
7	.85
8	.77
9	.96
10	.86

11	.85
12	.77
13	.96
14	.86
15	.85
16	.77
17	.96
18	.86
19	.95
20	.77
21	.97
22	.86
23	.85
24	.77
25	.97
26	.86
27	.85
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39	.85
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41	.97
42	.86
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102	.86
103	.85
104	.77
105	.97
106	.86
107	.85
108	.77
109	.97
110	.86
111	.85
112	.77
113	.97
114	.86
115	.85
116	.77

**ARTICLE VI
EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI hereof. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect thereto be varied, without the consent of each person benefitted thereby.

Section 3. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacements which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters and valves, sump pumps and other Common Elements located within any Unit or its appurtenant Limited Common Elements.

Section 4. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees shall be promptly applied to the reimbursement of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

**ARTICLE VII
AMENDMENT**

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner or mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

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

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Consolidating Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event mortgagee consent shall be required as provided in Section 2 of this Article.

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

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

ARTICLE VIII ASSIGNMENT

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

ARTICLE IX GENERAL

This Consolidating Master Deed is prepared and recorded pursuant to the powers and authority granted to Developer in Article VI of the Original Master Deed for the Project as recorded in Liber 8943, Pages 786 through 828, Oakland County Records, and shall supersede in its entirety said Original Master Deed as subsequently amended. The Bylaws originally attached as Exhibit A to said Master Deed, recorded as aforesaid, are incorporated by reference herein and an updated copy thereof is attached hereto as Exhibit A, the Condominium Subdivision Plan originally attached as Exhibit B to said Master Deed, and as subsequently amended by the First through Ninth Amendments to the Master Deed, is hereby replaced and superseded in its entirety by Exhibit B attached hereto which is incorporated herein by reference.

WITNESSES:

Gregory J. Gamalski
Gregory J. Gamalski

Cheryl W. Rowley
Cheryl W. Rowley

PAX CORPORATION, a Michigan corporation

By: Herman Kaplan
Herman Kaplan, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 14th day of December 1987, the foregoing Consolidating Master Deed was acknowledged before me by Herman Kaplan, the President of Pax Corporation, a Michigan corporation, on behalf of the corporation.

Gregory J. Gamalski
Gregory J. Gamalski
Notary Public, Oakland County, Michigan
My commission expires: April 1, 1990

Consolidating Master Deed drafted by:
Gregory J. Gamalski of
Dykema, Gossett, Spencer, Gowen & Trigg
505 North Woodward Ave., Suite 3000
Bloomfield Hills, Michigan 48013

GREGORY J. GAMALSKI
Notary Public, Oakland County, MI
My Commission Expires April 1, 1990

When recorded, return to drafter

**HIDDEN MEADOWS
EXHIBIT A
BYLAWS**

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

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

**ARTICLE II
ASSESSMENTS**

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

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

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time

to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$2,500 annually for the entire Condominium Project or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,500 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for the purchase or lease of a Unit in the Condominium Project pursuant to Article VI, Section 14, or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days may bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser shall be so personally liable and a land contract seller (including Developer) shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

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

Section 5. Enforcement.

(a) **Remedies.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX(4) of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

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

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

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

Section 7. 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. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 10. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below, and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, 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 be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance 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 if 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 Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation

of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the City of Walled Lake (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

ARTICLE V

RECONSTRUCTION OR REPAIR

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

(a) **Partial Damage.** If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenatable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenatable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

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

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If 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 subsection (b) hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, 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 4 of this Article V. 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 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 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

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

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests

may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

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

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

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

Section 8. Priority of Mortgage Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit Owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Condominium Unit Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

**ARTICLE VI
RESTRICTIONS**

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

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

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below with the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or

other arrangement in lieu of foreclosure. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

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

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

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his 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 express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aeriels, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No physical, color or other change shall be made in building exteriors (including windows, doors and screens) without written Association approval. No Co-owner shall in any way restrict access to any electrical, gas, plumbing, water or other utility line, water

meter, water system valve, sump pump or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing 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.

Section 4. Activities. No immoral, improper, unlawful or offensive 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 occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his 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 any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5 Pets. No animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and 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 and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. 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 which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association may give its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog which barks and 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 may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. 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. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws. Likewise, the Board may revoke any approval for maintenance of a pet given hereunder after two or more violations of this Section determined in accordance with the hearing procedures specified in Article XX, Section 2 hereof.

Section 6. Aesthetics. 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. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or

equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camp trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed unless parked in an area specifically designated therefor by the Association. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element space assigned to him immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 7, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. A Co-owner may not have more than one guest car parked overnight on the Common Elements unless approved in writing in advance by the Association. If the Association deems it necessary to alleviate any parking shortage arising from maintenance of more than 2 cars by a number of Co-owners, the Association may temporarily or permanently prohibit the maintenance of more than 2 cars by a Co-owner or may construct additional parking facilities and assess those Co-owners maintaining more than 2 cars for the expense of such construction and use. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 10. 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 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. It shall be the responsibility of each Co-owner to provide the Association means of access to his 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 his 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.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, balconies and patios shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**ARTICLE VII
MORTGAGES**

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

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

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

**ARTICLE VIII
VOTING**

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Units owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

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

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

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

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

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

ARTICLE IX MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association was convened by Developer on October 8, 1986.

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

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

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

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for purpose of election of Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business, and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officer shall be President, Vice President, Secretary and Treasurer.

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

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

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

ARTICLE X

ADVISORY COMMITTEE

The Advisory Committee ceased to exist automatically when the non-developer Co-owners had the voting strength to elect a majority of the Board of Directors of the Association.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors of the Association. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsection (b) below.

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

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

(ii) Annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To approve or disapprove proposed purchasers of any Unit in the manner specified in the Bylaws.
- (g) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the 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 75% of all of the members of the Association in number and in value.

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

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

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

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

Section 6. Vacancies. Vacancies in the Board of Directors 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.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting.

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

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

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of 2 Directors.

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

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

Section 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE XII

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board

of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XVI
AMENDMENTS**

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

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

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

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

**ARTICLE XVII
COMPLIANCE**

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

**ARTICLE XVIII
DEFINITIONS**

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

**ARTICLE XIX
REMEDIES FOR DEFAULT**

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

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

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

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

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with the provisions of Article XX hereof.

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

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

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

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board

shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice.

(c) **Default.** Failure to respond to the Notice of Violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

(a) **First Violation.** No fine shall be levied.

(b) **Second Violation.** Twenty-Five Dollars (\$25.00) fine.

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

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

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

ARTICLE XXI

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 Condominium Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

EXHIBIT B TO THE AMENDED MASTER DEED OF
HIDDEN MEADOWS
 A CONDOMINIUM, CITY OF WALLED LAKE
 OAKLAND COUNTY, MICHIGAN.

'AS-BUILT 9/25/87'

DEVELOPER
 PAX CORPORATION
 2295 CAMEO LAKE ROAD
 BLOOMFIELD HILLS, MICHIGAN 48013.

ENGINEER
 W. MORRISON AND ASSOCIATES, INC.
 CIVIL ENGINEERING CONSULTANTS
 5122 SANDY RIDGE
 PONTIAC, MICHIGAN, 48054.



Wayne G. Morrison P.E.
 WAYNE G. MORRISON P.E.
 REGISTRATION NO. 16333
 JULY 30, 1986

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE N.W. 1/4 OF SECTION 26, 2N, R8E, COMMERCE TOWNSHIP, (PRESENTLY THE CITY OF WALLED LAKE) OAKLAND COUNTY, MICHIGAN, FURTHER DESCRIBED AS FOLLOWS:
 COMMENCING AT THE N.W. CORNER OF SAID SECTION 26; THENCE EAST ALONG THE NORTH LINE OF SAID SECTION 26 AND THE CENTERLINE OF SOUTH COMMERCE ROAD, N 89°25'30"E 665.32'; THENCE ALONG A LINE COMMON TO BOTH "MINDA KNOLLS SUB'D." AS RECORDED IN LIBER 76, PAGE 38, O.C.R. AND "PLACE ON THE PARK CONDOMINIUM" MASTER DEED RECORDED IN LIBER 6131, PAGES 5-8 THRU 539, O.C.R., S 00°48'10"E 625.00'; TO POINT OF BEGINNING; THENCE N 83°25'30"E 78.28'(M) THENCE N 44°25'50"E 56.72'(M), THENCE N 87°25'30"E 247.44'(M), THENCE N 00°48'10" N 304.76', THENCE N 89°22'30"E 297.50'(M), (RECORDED AS S 89°22'30"E 297.96'), THENCE N 0°41'07" W 279.94'(M), (RECORDED AS N 00°25'30"E 280.00'), TO POINT ON THE NORTH LINE OF SAID SECTION 26, AS MONUMENTED; THENCE ALONG SAID NORTH SECTION LINE N 89°21'15" E 135.00', (RECORDED AS N 89°22'30" W 135.00'), THENCE S 00°44'51" W 304.00', (RECORDED AS S 00°25'30" W), THENCE S 89°24'15" N 135.05'(M), (RECORDED AS N 89°22'30" W 135.00'), THENCE S 00°44'07" E 377.25', THENCE N 89°28'44" E 346.71', (RECORDED AS N 89°28'38" E 344.04'), THENCE S 00°27'47" E 201.83', THENCE S 87°34'31" W 663.69'(M), (RECORDED AS S 89°40'13" W 663.60') ALONG THE NORTH LINE OF "MOORCREST SUB'D." AS RECORDED IN LIBER 83, PAGE 34, O.C.R.; THENCE ALONG THE WEST LINE OF SAID SUB'D. S 00°30'59" E 448.60'(M), (RECORDED AS S 00°29'47" E 448.88'), THENCE S 89°58'56" W 365.03', (RECORDED AS S 89°57'47" W 365.50'), TO THE NORTHEAST CORNER OF "SUPERVISOR'S PLAT NO. 4," AS RECORDED IN LIBER 54, PAGES 79 E 79 A, O.C.R.; THENCE N 00°32'16" W 658.62', (RECORDED AS N 00°32'20" W 659.10') TO THE SOUTHEAST CORNER OF "MINDA KNOLLS SUB'D." AS RECORDED; THENCE ALONG THE EAST LINE OF SAID SUB'D. N 00°48'10" W 42.12' TO THE POINT OF BEGINNING, PARCEL SUBJECT TO RESTRICTIONS AND EASEMENTS OF RECORD.

NOTE: THIS PROPERTY IS ABOVE THE 100 YEAR FLOOD PLAIN ELEVATION.
 NOTE: BEARING RELATD TO "PLACE ON THE PARK CONDOMINIUM" AS RECORDED IN LIBER 8051 PAGE B.11, O.C.R., MASTER DEED RECORDED IN LIBER 6131, PAGES 508 THRU 539, O.C.R. OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 11.

A REPEAT OF OAKLAND COUNTY
 CONDOMINIUM SUBDIVISION PLAN
 NUMBER 405

SURVEYOR'S CERTIFICATE

I, JOSEPH L. BISHOP, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:
 THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 405, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY OF THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.
 THAT THE REQUIRED MONUMENTS AND POINT 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 RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF 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.



Joseph L. Bishop PLS
 JOSEPH L. BISHOP
 REGISTERED LAND SURVEYOR
 REGISTRATION NUMBER 65329
 1001 MYRTLE
 PONTIAC, MICHIGAN, 48059

SHEET INDEX

- 1 COVER SHEET
- 2 SURVEY SHEET
- 3 UTILITY PLAN
- 3A UTILITY PLAN
- 4 SITE PLAN
- 5 SITE PLAN
- 6 SITE PLAN
- 6A SITE PLAN
- 7 BUILDING & FLOOR PLANS
- 8 BUILDING & SECTIONS

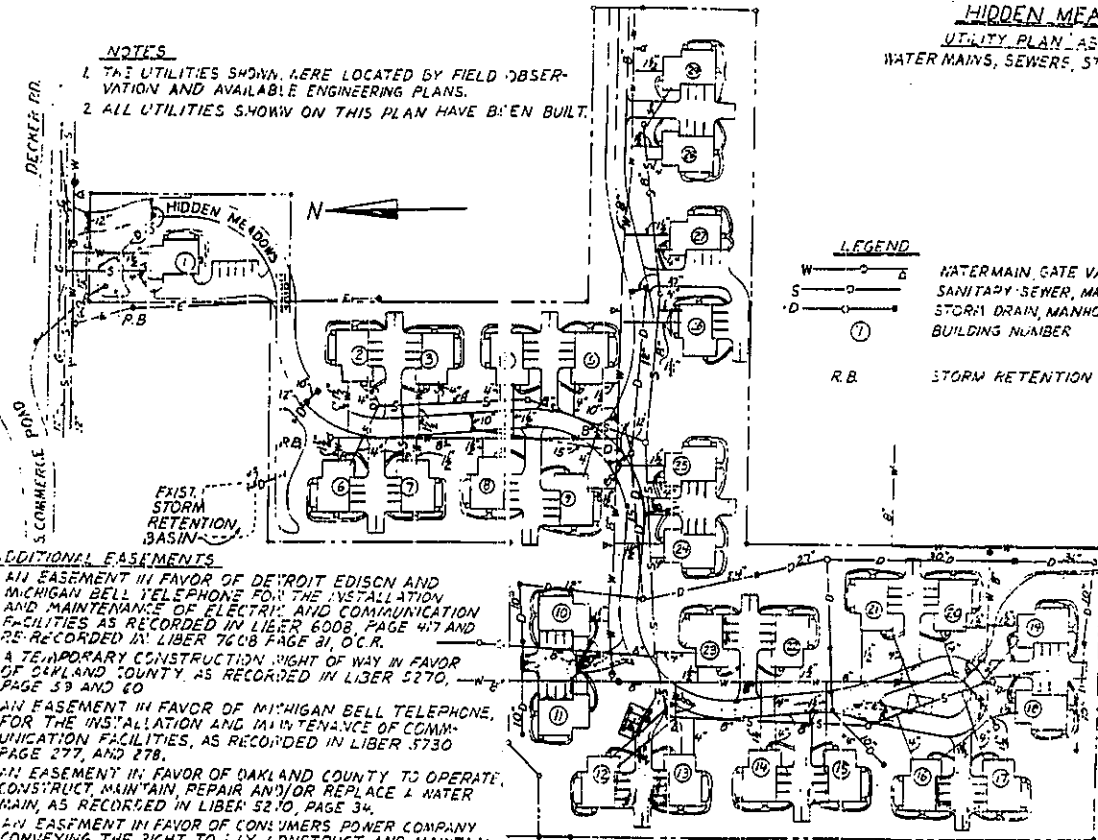
AS-BUILT 9/25/87

SHEET NO. 1

HIDDEN MEADOWS
 UTILITY PLAN AS BUILT 2/15/86
 WATER MAINS, SEWERS, STORM DRAINAGE CUL.

NOTES

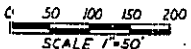
- 1 THE UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATION AND AVAILABLE ENGINEERING PLANS.
- 2 ALL UTILITIES SHOWN ON THIS PLAN HAVE BEEN BUILT.



- LEGEND**
- W ———— WATERMAIN, GATE VALVE, HYDRANT
 - S ———— SANITARY SEWER, MANHOLE
 - D ———— STORM DRAIN, MANHOLE, CATCH BASIN
 - ① BUILDING NUMBER
 - R.B. STORM RETENTION BASIN

ADDITIONAL EASEMENTS

- 1 AN EASEMENT IN FAVOR OF DETROIT EDISON AND MICHIGAN BELL TELEPHONE FOR THE INSTALLATION AND MAINTENANCE OF ELECTRIC AND COMMUNICATION FACILITIES AS RECORDED IN LIBER 6008, PAGE 417 AND RECORDED IN LIBER 7608 PAGE 31, O.C.R.
- 2 A TEMPORARY CONSTRUCTION RIGHT OF WAY IN FAVOR OF OAKLAND COUNTY AS RECORDED IN LIBER 5270, PAGE 59 AND 60.
- 3 AN EASEMENT IN FAVOR OF MICHIGAN BELL TELEPHONE, FOR THE INSTALLATION AND MAINTENANCE OF COMMUNICATION FACILITIES, AS RECORDED IN LIBER 5730 PAGE 277, AND 278.
- 4 AN EASEMENT IN FAVOR OF OAKLAND COUNTY TO OPERATE, CONSTRUCT, MAINTAIN, REPAIR AND/OR REPLACE A WATER MAIN, AS RECORDED IN LIBER 5270, PAGE 34.
- 5 AN EASEMENT IN FAVOR OF CONSUMERS POWER COMPANY CONVEYING THE RIGHT TO LAY, CONSTRUCT AND MAINTAIN GAS MAINS AS RECORDED IN LIBER 6415, PAGE 41.



SHEET NO 3 JOB NO. 24004-S
 DATE: 7/30/86 SCALE: 1"=50'
 CHECKED: NGM

W. MORRISON AND ASSOCIATES, INC.
 CIVIL ENGINEERING CONSULTANTS
 1612 SANDY RIDGE
 PONTIAC, MICHIGAN 48050

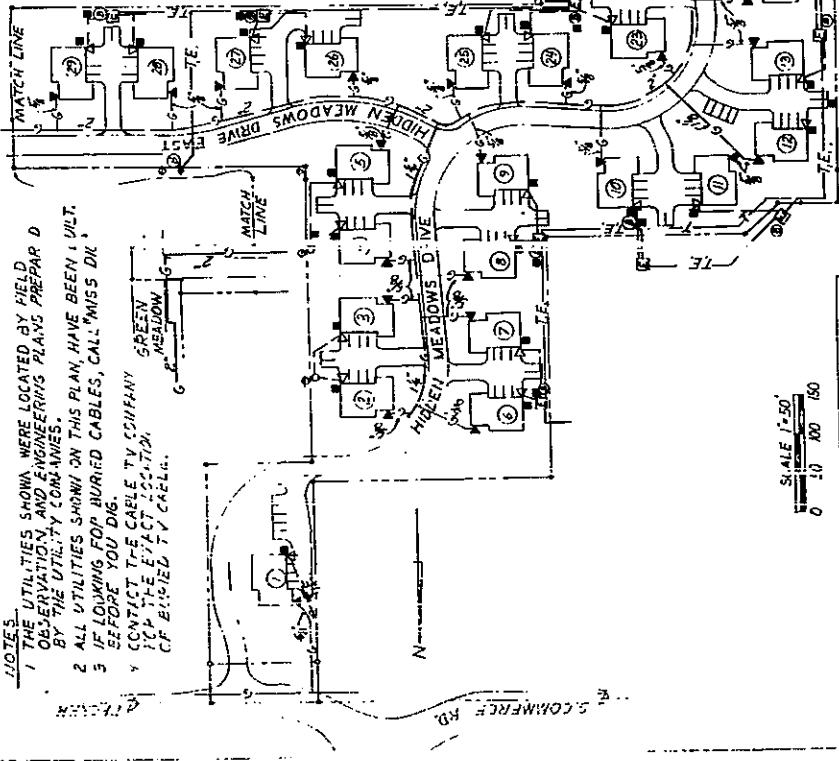
LIBR 10280 23 680

HIDDEN MEADOWS

UTILITY PLAN AS BUILT SEE SET
ELECTRIC, TELEPHONE, GAS AND CABLE TV

LEGEND

- ② BUILDING NUMBER
- ▲ GAS METERS - 4 HORIZONTALLY
- ELECTRIC TRANSFORMER PAD
- △ ELECTRIC METERS - 5 STACKED VERTICALLY
- △ GAS MAIN UNDERGROUND
- BURIED CABLE TELEPHONE, ELECTRIC,
- ELECTRIC POWER POLE
- BURIED TELEPHONE
- PROPERTY LINE
- ELECTRICAL PEDESTAL (SECONDARY)
- CABLE TV PEDESTAL
- BELL TELEPHONE PEDESTAL



- NOTES**
- 1 THE UTILITIES SHOWN WERE LOCATED BY FIELD OBSERVATION AND ENGINEER'S PLAYS PREPARED BY THE UTILITY COMPANIES.
 - 2 ALL UTILITIES SHOWN ON THIS PLAN, HAVE BEEN ULT. BEFORE YOU DIG.
 - 3 CONTACT THE CABLE TV COMPANY FOR THE EXACT LOCATION OF BURIED TV CABLE.

SCALE 1"=50'
0 30 60 150

DATE: 7/30/86 CHECKED: WGM
SHEET #2 OF 3A SCALE 1"=50'
JOB NO. 84004-B

W. MORRISON AND ASSOCIATES, INC.
CIVIL ENGINEERING CONSULTANTS
9122 SANDY RIDGE
TOWNSHIP, MICHIGAN PH 698-2350

10280 661
108201 1181



NOTE
 HIDDEN MEADOWS DRIVE AND HIDDEN MEADOWS EAST ARE 24 FOOT WIDE CONCRETE PAVED ROADS. THE TWO MAIN ROADS ARE PRESENTLY IN THE PROCESS OF HAVING A 30 FOOT WIDE RIGHT OF WAY DEDICATED TO THE CITY OF WALLED LAKE FOR PUBLIC INGRESS AND EGRESS AND CONSTRUCTION AND MAINTENANCE.

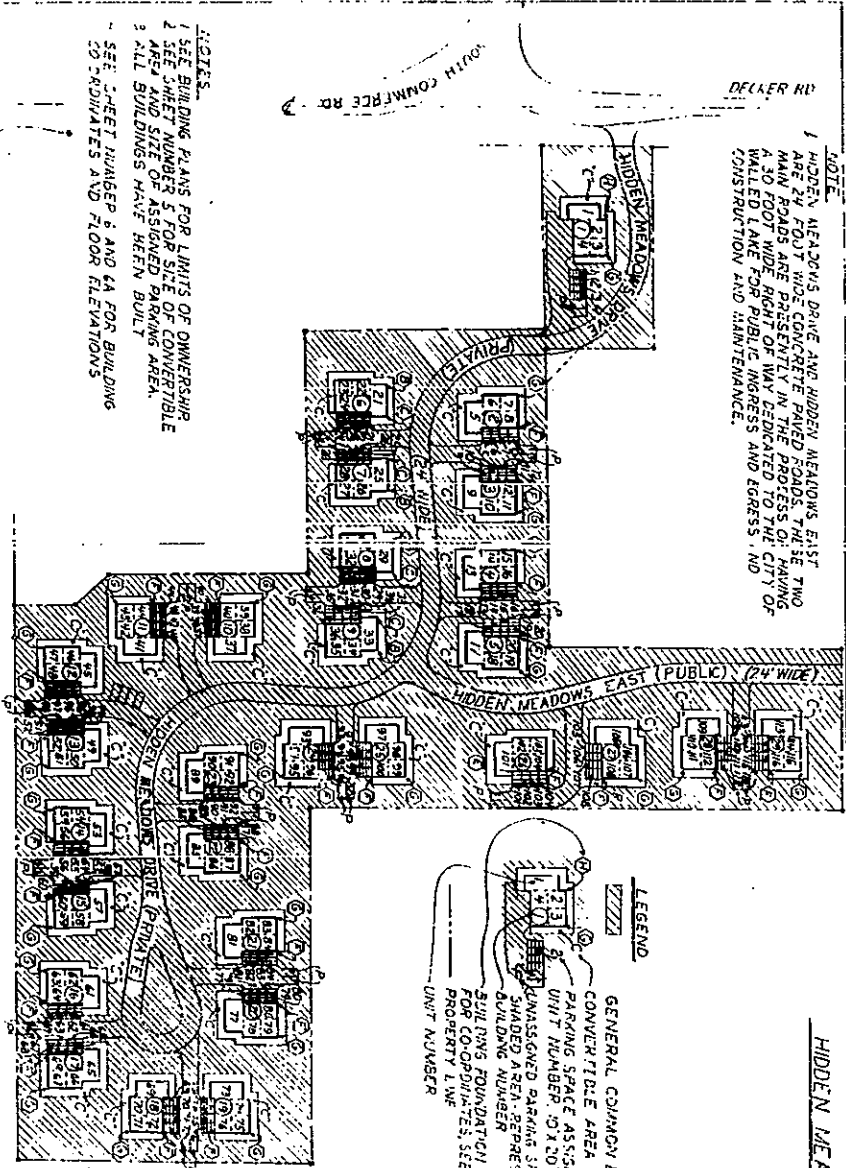
NOTES
 1. SEE BUILDING PLANS FOR LIMITS OF OWNERSHIP
 2. SEE SHEET NUMBER 5 FOR SIZE OF CONVERTIBLE AREA AND SIZE OF ASSIGNED PARKING AREA.
 3. ALL BUILDINGS HAVE BEEN BUILT
 4. SEE SHEET NUMBERS 6 AND 4A FOR BUILDING COORDINATES AND FLOOR ELEVATIONS

BENCH MARK
 R.R. SPIKE IN POWER POLE
 ELEVATION = 937.31 US G.S.

DATE: 7/30/86 CHECKED: WGM
 SHEET NO. 4 SCALE: 1"=50'
 JOB NO. 84204-B

SCALE 1"=50'
 0 50 100 150

SITE PLAN "AS-BUILT" 3/25/87



LEGEND
 GENERAL COMMON ELEMENT
 CONVERTIBLE AREA SEE SHEET NUMBER 5
 PARKING SPACE ASSIGNED TO THIS UNIT NUMBER: 0120
 UNASSIGNED PARKING SPACE 10'x30'
 SHADED AREA - REPRESENTS PAVEMENT BUILDING NUMBER
 BUILDING FOUNDATION CORNERS (USED FOR CO-ORDINATES; SEE SHEET NUMBER 6 & 7 PROPERTY LINE UNIT NUMBER)

HIDDEN MEADOWS

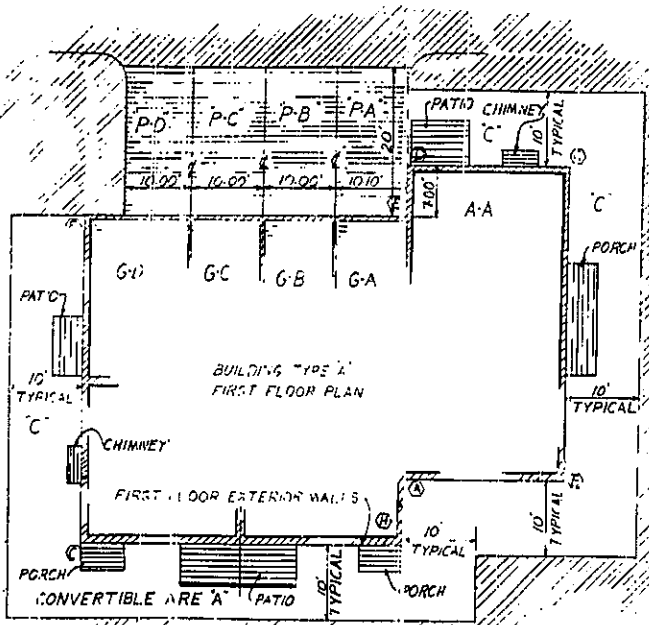
W. MORRISON AND ASSOCIATES, INC.
 CIVIL ENGINEERING CONSULTANTS
 9122 SANDY RIDGE
 PONTIAC, MICHIGAN PH 698-2350

109800-00001

1811 10280 5/1 653

LEGEND

- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ▨ LIMITED COMMON ELEMENT
- C CONVERTIBLE AREA
- PA PARKING SPACE RESERVED FOR "A" UNIT
- PB PARKING SPACE RESERVED FOR "B" UNIT
- PC PARKING SPACE RESERVED FOR "C" UNIT
- PD PARKING SPACE RESERVED FOR "D" UNIT
- ▨ SHADED AREA REPRESENTS PAVED AREA
- (A) DESIGNATED COORDINATE CORNER (ON FOUNDATION)

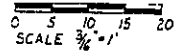


NOTE
SEE SHEET NUMBER 7 FOR SIZE AND LOCATION
OF PORCHES, PATIOS AND CHIMNEYS.

TYPICAL FIRST FLOOR PLAN, SHOWING RESERVED
PARKING SPACE AND TYPICAL CONVERTIBLE AREA

"AS-BUILT 9/25/87"
SITE PLAN

JOB NO. B4004 SHEET NO. 5
 DATE: 6/7/87 SCALE 3/8" = 1'
 CHECKED: WSM



HIDDEN MEADOWS
 W. MORRISON AND ASSOCIATES, INC
 CIVIL ENGINEERING CONSULTANTS
 9122 SANDY RIDGE
 PONTIAC, MICHIGAN PH 696-2350



LEGEND

- BUILDING TYPE
- BUILDING TYPE (REVERSED)
- CO-ORDINATE CORNER
- UNIT NUMBER
- BUILDING NUMBER

UNIT TYPE

- A - THE RANCH
- B - THE COLONIAL - NEXT TO RANCH
- C - THE OTHER COLONIAL UNIT
- D - 'CARRIAGE UNIT' OVER THE GARAGES

BUILDING TYPE

BUILDING NUMBER	UNIT NUMBER	UNIT TYPE	FIRST FLOOR ELEVATION (USGS)	SECOND FLOOR ELEVATION (USGS)	BUILDING ALIGNMENT AND TYPE	COORDINATES OF TWO CORNERS
1	1	AA	943.57		A	
	2	AB	"		A	X=4824.981 X=4870.978 Y=7470.449 Y=7409.905
	3	AC	"		A	
	4	AD	"	952.25	N	
2	5	AA	943.37		A	
	6	AB	"		A	X=4653.012 X=4609.015 Y=1298.674 Y=1239.258
	7	AC	"		A	
	8	AD	"	952.05	N	
3	9	AA	945.17		A*	
	10	AB	"		A*	X=4574.786 X=4500.240 Y=1295.080 Y=1295.675
	11	AC	"		A*	
	12	AD	"	953.85	N	
6	21	AA	942.07		A*	
	22	AB	"		A*	X=4667.261 X=4619.265 Y=1138.158 Y=1138.746
	23	AC	"		A*	
	24	AD	"	950.75	N	
7	25	AA	942.97		A	
	26	AB	"		A	X=4569.270 X=4527.274 Y=1139.447 Y=1140.035
	27	AC	"		A	
	28	AD	"	951.65	N	
4	13	AA	947.47		A	
	14	AB	"		A	X=4458.974 X=4410.977 Y=1296.235 Y=1296.800
	15	AC	"		A	
	16	AD	"	956.15	N	
5	17	AA	947.47		A*	
	18	AB	"		A*	X=4347.047 X=4303.050 Y=1303.620 Y=1303.185
	19	AC	"		A*	
	20	AD	"	956.15	N	

BUILDING NUMBER	UNIT NUMBER	UNIT TYPE	FIRST FLOOR ELEVATION (USGS)	SECOND FLOOR ELEVATION (USGS)	BUILDING ALIGNMENT AND TYPE	COORDINATES OF TWO CORNERS
8	29	AA	945.27		A	
	30	AB	"		A	X=4463.314 X=4421.288 Y=1143.932 Y=1144.510
	31	AC	"		A	
	32	AD	"	955.95	N	
9	33	AA	945.57		A	
	34	AB	"		A	X=4371.041 X=4379.471 Y=1125.223 Y=1125.812
	35	AC	"		A	
	36	AD	"	954.25	N	
28	109	AA	948.47		A	
	110	AB	"		A	X=4182.670 X=4157.288 Y=1577.225 Y=1577.812
	111	AC	"		A	
	112	AD	"	957.15	N	
29	113	AA	948.97		A	
	114	AB	"		A	X=4183.314 X=4183.288 Y=1655.103 Y=1611.274
	115	AC	"		A	
	116	AD	"	957.65	N	
26	101	AA	947.37		A	
	102	AB	"		A	X=4179.157 X=4179.119 Y=1393.221 Y=1337.288
	103	AC	"		A	
	104	AD	"	956.05	N	
27	105	AA	947.87		A	
	106	AB	"		A	X=4173.822 X=4174.865 Y=1405.265 Y=1449.510
	107	AC	"		A	
	108	AD	"	956.55	N	
10	37	AA	940.97		A	
	38	AB	"		A	X=4388.874 X=4338.405 Y=902.784 Y=935.910
	39	AC	"		A	
	40	AD	"	947.45	N	

(SEE SHEET 6A)




SITE PLAN "AS-BUILT 3/25/27"

DATE: 1/8/04	HIDDEN MEADOWS
JOB NO. 84004-5	W. MORRISON AND ASSOCIATES, INC.
CHECKED: W.M.	CIVIL ENGINEERING CONSULTANTS
SCALE -	9122 SANDY RIDGE
SHEET NO. 6	PONTIAC, MICHIGAN PH. 698-2350

BUILDING NUMBER	UNIT NUMBER	UNIT TYPE	FIRST FLOOR ELEVATION (U.S.G.S.)	SECOND FLOOR ELEVATION (U.S.G.S.)	BUILDING ALIGNMENT AND TYPE	CO-ORDINATES OF TWO CORNERS
11	41	AA	941.7		A	(1) (2)
	42	AB	"		(3) (4)	X=9387562 Y=87562
	43	AC	"		(5) (6)	X=853994 Y=79996
	44	AD		943.85	N	
12	45	AA	942.77		A*	(7) (8)
	46	AB	"		(9) (10)	X=9330036 Y=710127
	47	AC	"		(11) (12)	X=816038 Y=71798
	48	AD		95115	N	
13	49	AA	943.17		A	(13) (14)
	50	AB	"		(15) (16)	X=9222079 Y=715161
	51	AC	"		(17) (18)	X=8081 Y=6183
	52	AD		95185	N	
14	53	AA	943.97		A*	(19) (20)
	54	AB	"		(21) (22)	X=9128141 Y=722667
	55	AC	"		(23) (24)	X=818173 Y=73083
	56	AD		94544	N	
15	57	AA	943.97		A	(25) (26)
	58	AB	"		(27) (28)	X=9026146 Y=723696
	59	AC	"		(29) (30)	X=3176148 Y=717118
	60	AD		94544	N	
16	61	AA	943.97		A*	(31) (32)
	62	AB	"		(33) (34)	X=9026146 Y=723696
	63	AC	"		(35) (36)	X=3176148 Y=717118
	64	AD		94544	N	
17	65	AA	943.97		A	(37) (38)
	66	AB	"		(39) (40)	X=9026146 Y=723696
	67	AC	"		(41) (42)	X=3176148 Y=717118
	68	AD		94544	N	
18	69	AA	943.77		A	(43) (44)
	70	AB	"		(45) (46)	X=9026146 Y=723696
	71	AC	"		(47) (48)	X=3176148 Y=717118
	72	AD		95245	N	
19	73	AA	943.47		A	(49) (50)
	74	AB	"		(51) (52)	X=9026146 Y=723696
	75	AC	"		(53) (54)	X=3176148 Y=717118
	76	AD		95237	N	

BUILDING NUMBER	UNIT NUMBER	UNIT TYPE	FIRST FLOOR ELEVATION (U.S.G.S.)	SECOND FLOOR ELEVATION (U.S.G.S.)	BUILDING ALIGNMENT AND TYPE	CO-ORDINATES OF TWO CORNERS
20	77	AA	943.07		A*	(55) (56)
	78	AB	"		(57) (58)	X=9026146 Y=723696
	79	AC	"		(59) (60)	X=3176148 Y=717118
	80	AD		95175	N	
21	81	AA	944.7		A	(61) (62)
	82	AB	"		(63) (64)	X=9026146 Y=723696
	83	AC	"		(65) (66)	X=3176148 Y=717118
	84	AD		95035	N	
22	85	AA	940.97		A*	(67) (68)
	86	AB	"		(69) (70)	X=9026146 Y=723696
	87	AC	"		(71) (72)	X=3176148 Y=717118
	88	AD		94945	N	
23	89	AA	940.87		A	(73) (74)
	90	AB	"		(75) (76)	X=9026146 Y=723696
	91	AC	"		(77) (78)	X=3176148 Y=717118
	92	AD		94955	N	
24	93	AA	946.17		A*	(79) (80)
	94	AB	"		(81) (82)	X=9026146 Y=723696
	95	AC	"		(83) (84)	X=3176148 Y=717118
	96	AD		94935	N	
25	97	AA	942.97		A	(85) (86)
	98	AB	"		(87) (88)	X=9026146 Y=723696
	99	AC	"		(89) (90)	X=3176148 Y=717118
	100	AD		95165	N	

AS - AS FURTHER MEASUREMENTS BY

 WAYNE B. MORRISON, P.E.
 CIVIL ENGINEER
 NO. 10000

SITE PLAN "AS BUILT 3/25/87"

DATE: 7/30/86
 JOB NO. 84004-B
 CHECKED: N.M.
 SCALE
 SHEET NO. 6A

HIDDEN MEADOWS
 W. MORRISON AND ASSOCIATES, INC.
 CIVIL ENGINEERING CONSULTANTS
 9122 SANDY RIDGE
 PONTIAC, MICHIGAN PH 698-2350

11/10/86 11:11 6985

