

PURCHASER INFORMATION BOOKLET

FOR

OAK FOREST

A Residential Site Condominium Project

in the

City of Troy, Oakland County, Michigan

DEVELOPED BY:

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OAK FOREST
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CONDOMINIUM SUBDIVISION PLAN – OAK FOREST CONDOMINIUM
(Consisting of 16 pages)

OAK FOREST ASSOCIATION ARTICLES OF INCORPORATION

ESCROW AGREEMENT

CONDOMINIUM BUYER’S HANDBOOK
(A separate publication)

INFORMATION STATEMENT

OAK FOREST

INFORMATION STATEMENT

Notice to Purchasers: Paraphrased below are provisions of Section 84a of the Michigan Condominium Act ("Act"), which is being submitted to Purchasers to comply with the requirements of the Act. By signing below, Purchasers acknowledge that they have reviewed this Statement and have received from Developer or Builder a copy of the recorded Second Amended and Restated Master Deed, and its exhibits, signed Purchase Agreement, Escrow Agreement, Condominium Buyer's Handbook and Disclosure Statement.

Section 84a of the Act provides in part:

(1) The Developer or Builder shall provide copies of all the following documents to a prospective Purchaser of a Condominium Unit, other than a business:

(a) The recorded Master Deed, as amended, if applicable.

(b) A copy of a Purchase Agreement that confirms with Section 84 (of the Act), and that is in a form in which the Purchaser may sign the agreement, together with a copy of the Escrow Agreement.

(c) A Condominium Buyer's Handbook. The Handbook shall contain, in a prominent location and in boldface type, the name, telephone number and address of the person designated by the administrator to respond to complaints. The Handbook shall contain a listing of the available remedies as provided in Section 145 (of the Act).

(d) A Disclosure Statement relating to the Project containing all of the following:

(i) An explanation of the Association of Co-owners' possible liability pursuant to Section 58 (of the Act);

(ii) The names, addresses and previous experience with condominium projects of each developer and any management agency, real estate broker, and residential builder, and residential maintenance and alteration contractor.

(iii) A projected budget for the first year of operation of Association of Co-owners.

(iv) An explanation of the Escrow Agreement.

(v) Any express Warranties undertaken by the Builder, together with a statement that express Warranties are not provided unless specifically stated.

(vi) If the Condominium Project is an expandable condominium project, an explanation of the contents of the Master Deed relating to the election to expand the Project prescribed in Section 32 (of the Act), and an explanation of the material consequences of expanding the Project.

(vii) If the Condominium Project is a contractible condominium project, an explanation of the content of the Master Deed relating to the election to contract the Project prescribed in Section 33 (of the Act), an explanation of the material consequences of contracting the Project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.

(viii) If Section 66(2)(j) (of the Act) is applicable, an identification of all structures and improvements labeled pursuant to Section 66 (of the Act) “need not be built”.

(ix) If Section 66(2)(j) (of the Act) is applicable, the extent to which financial arrangements have been provided for completion of all structures and improvements labeled pursuant to Section 66 (of the Act) “must be built”.

(x) Other material information about the Condominium Project and the Developer that the administrator requires by rule.

(e) If a Project is a conversion condominium, the Developer shall disclose the following additional information. This is not a conversion condominium:

(i) A statement, if known and if applicable, of the condition of the main components of the building, including the roofs; foundations; external and supporting walls; heating, cooling, mechanical ventilating, electrical, and plumbing systems; and structural components. If the condition of any of the components of the building listed in this subparagraph is unknown, the Developer shall fully disclose that fact.

(ii) A list of any outstanding building code or any other municipal regulation violations and the dates the premises were last inspected for compliance with building and housing codes.

(iii) The year or years of completion of construction of the building or buildings in the Project.

(2) A Purchase Agreement may be amended by agreement of the Purchaser and Builder before or after the Agreement is signed. An Amendment to the Purchase Agreement does not afford the Purchaser any right or time to withdraw in addition to that provided in Section 84(2) (of the Act). An amendment to the Condominium Documents effected in the manner provided in the documents or provided by law does not afford the Purchaser any right or time to withdraw in addition to that provided in Section 84(2) (of the Act).

(3) At the time the Purchaser receives the documents required in subsection (1), the Developer or Builder shall provide a separate form that explains the provisions of this section.

The signature of the Purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the Purchaser.

. . . {Subparagraph 4 intentionally omitted.}

(5) With regard to any documents required under this section, a Developer or Builder shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(6) The Developer or Builder promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.

(7) In addition to other liabilities and penalties, a Developer who violates this section is subject to Section 115 (of the Act), which section imposes penalties upon a Developer or any other person who fails to comply with the Condominium Act or any rule, agreement or Master Deed and may make a Developer liable to a Purchaser of a Unit for damages.

Dated: _____

Unit No. _____

PURCHASERS:

DISCLOSURE STATEMENT

DISCLOSURE STATEMENT

OAK FOREST

I. Introduction.

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

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

II. The Condominium Concept.

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

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

All portions of the project not included within the units or the Conservation Easement shown on the Condominium Site Plan, as amended, constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

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

Except for the year in which the project is established, or, in the case of units added to a project by subsequent amendment to the Master Deed, the year in which such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements or the Conservation Easement. In the year in which the project is established or in which an amendment adding units is recorded, the taxes and assessments for the units covered by

the Master Deed or amendment usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of values assigned to the units owned by them.

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

III. Description of the Condominium Project.

A. Size, Scope and Physical Characteristics of the Project. Oak Forest is a residential condominium project located at John R Road south of Square Lake Road, and extending to Square Lake Road as to an expansion of the project, in the City of Troy, Michigan. The current development as expanded is comprised of 76 units.

B. Utilities. Oak Forest is served by public water, sanitary and storm sewers, gas, electric, and telephone service. Gas service is furnished by Consumers Energy, electricity is furnished by DTE Energy, telephone service is provided by AT&T and cable television is being provided by more than one cable company. Utilities are individually metered to each unit for payment by the co-owner. A single water meter services each building. The costs of maintaining the sanitary and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association, unless otherwise maintained by a government unit.

C. Roads. The roads in Oak Forest will be public roadways and will be maintained (including, without limitation, snow removal) by the City of Troy. The roads will be accepted for dedication by the City of Troy. Replacement, repair and resurfacing will be necessary from time to time as circumstances dictate.

D. Reserved Rights of Developer.

(1) Convertible Areas. The Developer has reserved the right, at any time on or before _____, to modify the units and common elements.

(2) Improvements. Until all of the units in the project have been sold, no exterior modifications of any type to any buildings may be made without the Developer's written approval.

(3) Conduct of Commercial Activities. The Developer has reserved the right, until all of the units in the project have been sold and it no longer holds an interest in land for development within five miles of the project, to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium

premises as may be reasonable to enable development and sale of the entire project as expanded or contracted. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

(4) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(5) Easements.

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

(b) For Use of Utilities. The Developer has also reserved the right to grant easements for utilities and for drainage and water to appropriate governmental agencies and public utilities and has actually now transferred these easements to the City of Troy, Michigan.

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

IV. Legal Documentation.

A. General. Oak Forest was established as a condominium project pursuant to the Master Deed, as thereafter amended or restated, recorded in Oakland County Records and contained in Oak Forest's Purchaser Information Booklet. The Master Deed has been amended and is included in this Purchaser's Information Booklet and includes the Bylaws as Exhibit A and the Condominium Subdivision Plan, as amended and modified as set forth in the attached restated Subdivision Plan attached hereto as Exhibit B.

B. Master Deed. The Master Deed has been amended by a First and Second Amendment and Restatement and contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Articles VI and VII contain provisions for modifying the boundaries of units and common elements. Article VIII covers easements, restrictions and agreements. Article IX covers the provision for amending the Master Deed. The Master Deed has been amended and restated on two (2)

occasions pursuant to Article IX and is included herein. Article X provides that the Developer may expand the project, and Article XI provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. Article VI also specifies certain Conservation Easement Areas and Regulated Wetlands and specifically limits the rights of the co-owners with respect to those areas.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan has been amended on several occasions and may be further amended and is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the easements and common elements in the project, including the Conservation Easement Areas.

V. The Developer and Other Service Organizations.

A. Developer's Background and Experience. Oak Forest, LLC is a Michigan limited liability company and was formed to develop Oak Forest Condominium. It was initially formed by Joel A. Garrett and Dale E. Garrett. It is presently managed and directed by Janet M. Garrett and Ann M. Sobey. Its address is 5877 Livernois Road, Suite 103, Troy, Michigan 48098.

B. Legal Proceedings Involving the Development or the Developer. The Developer states that there are no pending judicial or administrative proceedings involving the Development or the Developer.

C. The Real Estate Broker. Ladd's, Inc., whose address is 5877 Livernois, Suite 103, Troy, Michigan 48098, is the Real Estate Broker which will handle all sales in Oak Forest. Ladd's, Inc. is presently controlled by the same principals who control the Developer.

D. The Builder. Garrett Associates, LLC may be given the right to purchase and construct residences on Sites in Oak Forest. Garrett Associates, LLC is controlled by Janet M. Garrett and is intended to be the primary residential builder in Oak Forest. Its address is 5877 Livernois Road, Suite 103, Troy, Michigan 48098. The present Director of Development and Construction for Garrett Associates, LLC is Steven Orr. Steve Orr has over 30 years experience in development and construction of residential properties. He was Director of Construction for Ivanhoe Huntley Homes for 10 years and was in charge of construction for up to 500 homes per year. Joel A. Garrett, Dale E. Garrett, and Ann M. Sobey have previously been involved in the development of numerous residential subdivisions and/or site condominiums projects in the City of Troy, Michigan, Shelby Township, Michigan, and Rochester Hills, Michigan. There may be

other residential builders who will purchase Sites from the Developer and will construct residences on those Sites.

The Purchase Agreements are to be drawn so that the Purchaser enters into an agreement with the Builder to purchase a Site from a Builder and to have the Builder construct a residence on the Site. The Builder will have options to purchase sites from the Developer which it will sell to purchasers as part of the construction of residences on these sites.

VI. Operation and Management of the Condominium Project.

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in Oak Forest Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by a three member Board of Directors, the initial members of which are designees of the Developer.

Within 120 days after closing the sales of 35% of the units that may be created in the project, as amended, one of the directors will be selected by non-developer owners; and within 120 days after closing on sales of 75% of the units that may be created, the non-developer owners will elect all of the directors, except that the Developer will have the right to designate at least one director as long as it owns at least 10% of the units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 1/3 of the units that may be created, or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 50% of the units have been sold and must be held on or before the expiration of 120 days after 75% of the units have been sold, or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. All of the units in Oak Forest have equal percentages of value. The percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his share of regular and special Association assessments and of the proceeds of administration of the project. In the event of expansion of the Condominium Project, the percentage of share of each additional unit shall be equal and the total number of units shall be increased in accordance with the expansion.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation, and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix 1 to this Disclosure Statement.

(2) Assessments. Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 2 of the Bylaws. Assessments are based upon the percentages of value assigned to the units. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2 of the Bylaws.

(3) Foreclosure of Lien. The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of the Purchaser's unit.

(4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments that are chargeable against that unit and that became due prior to foreclosure. These unpaid assessments are common expenses that are collectible from all unit owners, including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract. The Association Board of Directors and Officers will manage the Association and undertake its responsibilities.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Builder shall furnish each purchaser a commitment for an owner's title insurance policy issued by First American Title Insurance Company at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Builder. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The condominium documents require that the Association carry general liability insurance and workers' compensation insurance, if applicable, with respect to all of the general common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the annual assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining personal property, liability and all other individual insurance coverage with respect to his unit to the extent indicated in Article IV of the Bylaws. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

(1) Units are to be used only for single-family residential purposes.

(2) No owner, with the exception of the Developer, may lease his unit for less than an initial term of thirty (30) days unless approved by the Association. The terms under which the Developer may lease a unit are set forth in Article VI, Section 22, of the Bylaws.

(3) No animals may be maintained by an owner for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. Detailed restrictions are applicable to the maintenance of a pet on the Condominium premises and the units.

(4) There are substantial limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.

(5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of the common elements, without vote of the owners.

(6) No signs or other advertising devices, including without limitation, balloons and banners, of any kind shall be displayed which are visible from the exterior of a unit or on the common elements, except "For Sale" or "For Lease" signs, without written permission from the Association, and during the Construction and Sales Period from the Developer. None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Builder and Owners.

A. Before Closing. The respective obligations of the Builder and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Absent such security, funds retained in escrow are not to be released to the Builder until issuance of a certificate of occupancy, if applicable, conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

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

C. After Closing.

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

(2) **Condominium Project Warranties.** The Builder is warranting each of the units against defects in workmanship and materials for a statutory period under Michigan law from the date of closing the sale of the pertinent unit, as more particularly set forth in the limited warranty that is contained in the Purchase Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be

submitted in writing to the Builder at its address appearing on the cover sheet of this Disclosure Statement within the applicable warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Builder by telephone at the number shown on the cover of this Disclosure Statement. The warranty is extended only to the first purchaser of each unit and is not transferable. The warranty does not cover consequential damages, lost profits or incidental damages. Further, any implied warranty is limited to the statutory period applicable to the Builder's express warranty. It is recommended that you examine the Limited Warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your unit.

VIII. Purpose of Disclosure Statement.

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a unit. In accepting title to a unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Industry and Consumer Affairs publishes "The Condominium Buyers Handbook" that the Developer has delivered to you. The Developer and Builder assume no obligation, liability, or responsibility as to the statements contained in or omitted from "The Condominium Buyers Handbook".

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the Master Deed, as amended and restated, and other original instruments as contained in the Purchaser Information Booklet. In accordance with rules of the Michigan Department of Consumer and Industry Affairs, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Consumer and Industry Affairs.

BUILDER'S SUPPLEMENT
TO
OAK FOREST
DISCLOSURE STATEMENT

I. Builder's Background and Experience.

Builder, Garrett Associates, LLC, is a Michigan licensed residential builder. Builder and its predecessor companies have developed and built homes in several residential and/or condominium subdivisions, including: Forest Creek, Troy, Michigan; Avon Lakes, Rochester Hills, Michigan; Spring Lake, Shelby Township, Michigan; Barclay Lake, Shelby Township, Michigan; Wattles Square, Troy, Michigan. Builder is unaware of any pending judicial or administrative proceedings involving Builder or Oak Forest.

II. Rights and Obligations Between Builder and Purchasers.

A. Before Closing. The respective obligations of the Builder and the Purchaser of a Site in Oak Forest prior to closing on construction of a residence are set forth in the Purchase Agreement. This document contains, among other provisions, the provisions relating to the disposition of deposits and other payments to be advanced by the Purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all Owners.

B. At Closing. Each Purchaser will receive a Warranty Deed to the unit and the residence being built on Purchaser's selected Site in Oak Forest at the time of closing under the Purchase Agreement.

C. After Closing.

(1) **General.** The legal relationship between the Builder and the Purchaser is governed by the Purchase Agreement.

(2) **Limited Warranty.** Express warranties are not provided unless specifically stated in the Purchase Agreement. The only warranty provided by Builder is the limited warranty provided to Purchaser with the Purchase Agreement. Among other things, the limited warranty does not apply to defects or damages which are the result of normal expansion or contraction or the result of other normal characteristics of building materials. Prior to closing, the Purchaser must carefully inspect the residence built by Builder on the selected Site. In the event any defects in material or workmanship exist which are covered by the limited warranty, a written list of such defects must be made and presented to Builder prior to closing. Builder shall not be required to correct defects which are covered by the limited warranty prior to closing, but shall do so as promptly as possible after the closing at Builder's own expense. After the closing, Builder's obligation to correct defects in the residence and site shall be strictly limited to those defects which are covered by the limited warranty and were listed by the Purchaser in writing prior to the closing and those defects which are covered by the limited warranty and which are latent and could not have been discovered by the Purchaser prior to closing. The limited

warranty on Owner's residence shall extend for a period of one (1) year after closing. Written notice of any defect in the residence must be given to Builder within the applicable one (1) year period in order to be covered by the limited warranty. Builder's obligations under the warranty are limited to repair and replacement. As to items not of Builder's manufacture, such as any air conditioner, water heater, furnace, sump pump, refrigerator, range, dishwasher or other appliances, Builder will assign to Owner the manufacturer's warranty, without recourse. Builder makes no warranty on such items. **THE LIMITED WARRANTY DESCRIBED HEREIN IS THE ONLY WARRANTY APPLICABLE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.**

(3) **Limitation of Builder's Liability.** The Purchase Agreement strictly limits Builder's liability whether in contract, tort, under any warranty, in negligence or otherwise, to the obligations provided in Builder's limited warranty. Builder is not liable to Owner for or responsible to compensate or indemnify Owner for any damages, claim, demand, loss, cost, or expense resulting from an alleged claim of breach of warranty, whether relating to injury to persons, property, or otherwise, or relating to the presence of any toxic or hazardous waste, substance or contaminant, including without limitation radon gas, in, on, or under the Owner's Site and the residence being constructed by Builder, the Oak Forest Condominium, or the real estate adjacent to or in close proximity with the Oak Forest Condominium. The Purchase Agreement further provides that Builder shall in no circumstances be liable for any consequential, incidental, special or secondary damages, even if Builder has been advised of the possibility of such damages. All of Purchaser's rights relating to the Purchase Agreement, the limited warranty and the residence constructed on the Site may be asserted only by Purchaser and not by any association or class representative. Builder makes no representations or warranties (other than the limited warranty described above) in the Purchase Agreement or otherwise concerning the Site being purchased, Oak Forest Condominium, the value or resale value of the residence on the related Site, the real estate adjacent to or in close proximity with Oak Forest or the condition of the air, the soils, surface waters, and groundwaters in, on or under the Site, Oak Forest Condominium, or such adjacent or proximate real estate. Purchaser should make its own investigation prior to executing the Purchase Agreement with respect to each of the foregoing. Without Purchaser's agreement to and acknowledgment of the provisions of the Purchase Agreement and limited warranty provisions described above, Builder would not agree to construct a residence on the selected Site pursuant to the Purchase Agreement.

III. Radon Gas.

Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in the soil. Radon can escape from the soil and enter

buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequence.

The extent to which an area or site may be exposed to radon depends upon a number of factors, including natural geologic conditions, prior land use, groundwater, construction materials and techniques, ventilation and air-conditions systems, and homeowner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

Builder neither has nor claims any expertise in radon, and it does not provide advice to Purchasers about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a Purchaser might consider significant in deciding whether to build a residence on the selected Site owned by a Purchaser in Oak Forest. Builder assumes no responsibility to make any tests or studies.

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area of the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two guides which are available to interested persons: "A Citizen's Guide to Radon: What It Is and What To Do About It" and "Radon Reduction Methods: A Homeowner's Guide".

APPENDIX TO DISCLOSURE STATEMENT

ESTIMATED BUDGET

OAK FOREST CONDOMINIUM HOMEOWNERS ASSOCIATION

General Common Elements

76 Units

<u>Items of Expense:</u>	<u>Estimated Annual Cost:</u>
Liability Insurance Covering General Common Elements and Officer and Director Liability Insurance	\$ 2,000
Electric costs for Condominium Common Elements, Entrances	\$ 800
Administration	\$ 500
Replacement Reserve	\$ 1,100
Water for John R Road and Square Lake Road Right of Way and Entry Landscape Maintenance for Common Elements	\$ 7,000
Estimated Annual Assessment Per Unit: \$11,400 divided by 76 Units = \$150 per Unit per year	\$11,400
The per Unit annual charge is:	\$ 150

An amount equal to the annual charge will be collected from the initial Co-owners at closing to establish a reserve for items of expense. There is no assurance that such sum will be adequate.

1. The assessments are good faith estimates but if they prove inadequate to cover expense, the Board of Directors may have to change the amount of the assessment or levy special assessments pursuant to the Bylaws.
2. The initial assessment will be set for all Units on an annual basis, and will be a percentage of the total assessment equal to the percentage value assigned to the Unit, as shown in the Master Deed.
3. This budget is computed on the basis of 76 Units contained in the Condominium Subdivision Plan. If a greater or lesser number of sites are actually established pursuant to the Master Deed, as amended, the actual expenses of the Association will be increased or reduced accordingly.

MASTER DEED

OAKLAND COUNTY TREASURERS CERTIFICATE
This is to certify that there are no delinquent property taxes as of this date owed to our office on this property. No representation is made as to the status of any taxes, tax liens or titles owed to any other entities.

leh APR 06 2015

9:20
100

ANDREW E. MEIGNER, County Treasurer
Sec. 135, Act 206, 1893 as amended

02039

62668
LIBER 48034 PAGE 317
\$277.00 MISC RECORDING
\$4.00 REMONUMENTATION
04/06/2015 03:01:40 P.M. RECEIPT# 38519
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

2014 NOT EXAMINED

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS
2015 APR -2 AM 10:11

OAK FOREST

SECOND AMENDED AND RESTATED MASTER DEED

REPLAT NO. 2 OF OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 2036

This Second Amended and Restated Master Deed is made and executed this 31st day of March, 2015 by OAK FOREST, LLC, a Michigan limited liability company (hereinafter referred to as the "Developer"), whose address is 5877 Livernois Road, Suite 103, Troy, Michigan 48098. Independent Bank (hereinafter referred to as "Mortgagor") whose address is 201 West Big Beaver Road, Troy, Michigan 48084, has executed this Second Amended and Restated Master Deed for purposes of agreeing to the change in the Legal Description and certain other matters as referenced herein.

WITNESSETH:

WHEREAS, Developer established Oak Forest (hereinafter, the "Condominium") as Oakland County Condominium Subdivision Plan No. 2036 pursuant to the Master Deed thereof recorded on January 10, 2013, in Liber 45190, Pages 1-74, Oakland County Records.

WHEREAS, Developer amended Oak Forest (hereafter the "Condominium") by executing a First Amended and Restated Master Deed for purposes of agreeing to the change in the Legal Description and showing the dedication of certain streets and sidewalks to the City of Troy and conveying a detention basin parcel to the City and relocating certain utility easement locations on Exhibit "B" to the Condominium as attached to the First Amended and Restated Master Deed.

WHEREAS, Developer desires to amend and restate the Condominium pursuant to the authority reserved in Article IX of the original Master Deed referenced above and the First Amended and Restated Master Deed dated June 27, 2014, and recorded on July 11, 2014, in Liber 47205, Page 758, Oakland County Records, such that upon recording of this Second Amended and Restated Master Deed in the office of the Oakland County Register of Deeds, this Second Amended and Restated Master Deed shall completely supersede and replace the original Master Deed for Oak Forest recorded in Liber 45190, Pages 1-74, Oakland County Records and the First Amended and Restated Master Deed dated June 27, 2014, and recorded on July 11, 2014, in Liber 47205, Page 758, Oakland County Records.

O.K. - RC

OK - AN

WHEREAS, Developer desires by recording this Second Amended and Restated Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and Replat No. 2 to the Second Amendment to Master Deed dated _____, 2015, which is the revised and amended Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements presently located on a portion of Condominium or to be installed and/or constructed thereon, and the appurtenances thereto, as a Condominium under the provisions of the Condominium Act of Michigan and to reflect the change in the Legal Description described in Article II below, as well as the dedication of streets and sidewalks to the City of Troy, to relocate certain private utility easements 10' wide, previously located within the Conservation Easement or the Condominium Subdivision Plan and to remove from the legal Description in Article II certain real property conveyed to the City of Troy and previously shown on the Condominium Subdivision Plan as a detention easement area and to expand the number of Condominium Units in the Condominium from 30 Units to 76 Units, to provide for a non-access landscape easement and an entry marker landscape easement fronting on Square Lake Road in the City of Troy, to extend and legally describe the proposed right-of-way dedication for public streets, to extend the easements for sanitary sewer, storm sewer and private utility easements, and to extend the location of the existing Conservation Easement area into the new Legal Description and expansion of the Condominium.

NOW, THEREFORE, upon the recording hereof, Developer amends and restates OAK FOREST as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Second Amended and Restated Master Deed and the Exhibits 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 Project, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as OAK FOREST, Oakland County Condominium Subdivision Plan No. 2036, Replat Number 2. The architectural plans and specifications for the Condominium will be filed with the City of Troy, Michigan, to the extent required by the ordinances of the City of Troy. The Units and other improvements contained in the

Condominium, including the number, boundaries and dimensions of each Unit therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B to the Replat Number 2 of the Second Amendment to the Master Deed, which replaces the previously recorded Exhibit B. Each Unit comprises a building site for the construction of a detached single-family dwelling to be used for residential purposes only. Each Unit is capable of individual use, having its own entrance from and exit to a public street, some parts of which public streets have been previously dedicated to the City of Troy and some parts of which public streets will be dedicated subsequently to the City of Troy as to the balance of the streets and sidewalks in the expanded Condominium area. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as designated by the Master Deed, as amended and restated from time to time and recorded with the Oakland County Register of Deeds. Co-owners shall have voting rights in Oak Forest Association, as set forth herein and in the Condominium Bylaws, Corporate Bylaws and Articles of Incorporation of such Association.

ARTICLE II
LEGAL DESCRIPTION

The land included in the Condominium is located in the City of Troy, Oakland County, Michigan, which legal description has been modified to delete the legal description of certain of the public streets and sidewalks previously dedicated to the City of Troy, together with the area conveyed to the City of Troy, Michigan for a detention easement area, and has been further modified to include additional lands permitted to be utilized for the expansion of the Condominium in accordance with the original Master Deed and the First Amended and Restated Master Deed described above, and is presently legally described as follows:

LEGAL DESCRIPTION:

Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan; Commencing at the North 1/4 corner of Section 11; thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.; thence along said East line S00°27'15"E, 990.00 feet; thence S89°51'52"E. 668.00 feet; thence S00°15'50"E, 165.26 feet; thence S00°14'26"E, 328.25 feet to the POINT OF BEGINNING "AREA A";

thence S89°41'38"E, 212.68 feet to the West line of Black Oak Drive (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R.;

thence along said West line S00°18'22"W, 135.03 feet to the North line of Oak Forest Drive (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R.;

thence along said North line the following four (4) courses:

1. N89°41'38"W, 155.11 feet;
2. 166.10 feet along the arc of a curve to the left, having a radius of 305.00 feet, a central angle of 31°12'10", with a chord bearing S74°42'17"W, 164.06 feet;
3. S59°06'12"W, 174.81 feet and;
4. 17.02 feet along the arc of a curve to the right, having a radius of 245.00 feet, a central angle of 03°58'45", with a chord bearing S61°05'35"W, 17.01 feet;

thence N00°52'17"W, 155.24 feet;

thence N59°06'12"E, 227.34 feet;

thence N86°23'39"E, 73.72 feet to the POINT OF BEGINNING "AREA A", containing ±1.61 acres.

ALSO Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;

thence along said East line S00°27'15"E, 990.00 feet;

thence S89°51'52"E, 668.00 feet;

thence S00°15'50"E, 165.26 feet;

thence S00°14'26"E, 328.25 feet;

thence S89°41'38"E, 272.68 feet to a point on the East line of Black Oak Drive (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R., and the POINT OF BEGINNING "AREA B";

thence continuing S89°41'38"E, 781.50 feet to the West line of Oak Forest Drive (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R.;

thence along said West line S00°18'22"W, 135.03 feet to a point on the North line of said Oak Forest Drive;

thence along said North line N89°41'38"W, 781.50 feet to the aforementioned East line of Black Oak Drive;

thence along the aforementioned East line of Black Oak Drive N00°18'22"E, 135.03 feet to the POINT OF BEGINNING "AREA B", containing ±2.42 acres.

ALSO Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;
thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
thence along said East line S00°27'15"E, 990.00 feet;
thence S89°51'52"E, 668.00 feet;
thence S00°15'50"E, 165.26 feet;
thence S00°14'26"E, 328.25 feet;
thence S89°41'38"E, 1114.18 feet to the POINT OF BEGINNING "AREA C";
thence continuing S89°41'38"E, 152.36 feet to the West line of John R. Road (120' wide - public);
thence along said West line S00°00'00"W, 20.03 feet to the North line of Oak Forest Drive (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R.;
thence along said North line N89°41'38"W, 152.47 feet to the East line of said Oak Forest Drive;
thence along said East line N00°18'22"E, 20.03 feet to the POINT OF BEGINNING "AREA C", containing ±0.07 acres.

ALSO Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;
thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
thence along said East line S00°27'15"E, 990.00 feet;
thence S89°51'52"E, 668.00 feet;
thence S00°15'50"E, 165.26 feet;
thence S00°14'26"E, 328.25 feet;
thence S89°41'38"E, 1266.54 feet to a point on the West line of John R. Road (120' wide - public);
thence along said West line S00°00'00"W, 80.03 feet to the South line of Oak Forest Drive (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R. and the POINT OF BEGINNING "AREA D";
thence continuing along the aforementioned West line of John R. Road S00°00'00"W, 248.63 feet to a point on the North line of "Eyster's John R. Farms" (Liber 48, Page 121, O.C.R.);
thence said North line S89°37'38"W, 1255.65 feet to a concrete monument at the northwest corner of said subdivision;
thence S73°07'15"W, 58.78 feet;
thence S59°06'12"W, 153.00 feet;
thence N30°53'48"W, 125.91 feet to the aforementioned South line of Oak Forest Drive;
thence along said South line the following eight (8) courses:

1. 23.60 feet along the arc of a curve to the left, having a radius of 305.00 feet, a central angle of 04°25'58", with a chord bearing N61°19'11"E, 23.59 feet;
2. N59°06'12"E, 174.81 feet;
3. 133.42 feet along the arc of a curve to the right, having a radius of 245.00 feet, a central angle of 31°12'10", with a chord bearing N74°42'17"E, 131.78 feet;
4. S89°41'38"E, 999.32 feet;
5. 109.18 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 104°15'22", with a chord bearing N38°10'41"E, 94.73 feet;
6. 6.97 feet along the arc of a curve to the right, having a radius of 28.00 feet, a central angle of 14°15'22", with a chord bearing N06°49'19"W, 6.95 feet;
7. N00°18'22"E, 33.33 feet;
8. S89°41'38"E, 152.79 feet to the aforementioned West line of John R. Road and the POINT OF BEGINNING "AREA D", containing ±5.22 acres.

Also Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11, S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R.;

thence along said East line S00°27'15"E, 990.00 feet;

thence S89°51'52"E, 668.00 feet;

thence S00°15'50"E, 165.26 feet;

thence S00°14'26"E, 328.25 feet;

thence S86°23'39"W, 73.72 feet;

thence S59°06'12"W, 227.34 feet;

thence S00°52'17"E, 389.75 feet;

thence N89°02'22"W, 250.39 feet to the POINT OF BEGINNING "AREA E";

thence N89°02'22"W, 176.50 feet to the aforementioned East line of Ashwood Drive;

thence along said East line N00°57'38"E, 145.96 feet to the South line of Oak Forest Drive, as recorded in Liber 47994, Pages 897-899;

thence along said South line S89°02'21"E, 176.50 feet;

thence S00°57'39"W, 145.96 feet to the POINT OF BEGINNING "AREA E"; Containing ±0.591 acres.

Also Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - Public) as recorded in Liber 47994, Pages 897-899;
 thence along said East line S00°27'15"E, 990.00 feet to the POINT OF BEGINNING "AREA F";
 thence S89°51'52"E, 668.00 feet;
 thence S00°15'50"E, 165.26 feet;
 thence S00°14'26"E, 328.25 feet;
 thence S86°23'39"W, 73.72 feet;
 thence S59°06'12"W, 227.34 feet;
 thence S00°52'17"E, 155.24 feet to the North line of Oak Forest Drive (60' Wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R., also being Oak Forest Drive (60' Wide - Public) as recorded in Liber 46653, Pages 350-352, O.C.R.;
 thence along the North line of Oak Forest Drive (60' Wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R., the following two (2) courses:
 1) 119.21 feet along the arc of a non-tangent curve to the right, having a radius of 245.00 feet, a central angle of 27°52'42", with a chord bearing S77°01'18"W, 118.04 feet and;
 2) N89°02'21"W, 305.56 feet to the aforementioned East line of Ashwood Drive;
 thence along said East line N00°27'22"W, 270.08 feet to the South line of Ashwood Court (60' Wide - Public) as recorded in Liber 47994, Page 897-899, O.C.R.;
 thence along said Ashwood Court the following five (5) courses:
 1) S89°02'21"E, 116.27 feet;
 2) 33.06 feet along the arc of a curve to the right, having a radius of 42.00 feet, a central angle of 45°05'57", with a chord bearing S66°29'22"E, 32.21 feet;
 3) 282.95 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 270°11'54", with a chord bearing N00°57'39"E, 84.71 feet;
 4) 33.06 feet along the arc of a curve to the right, having a radius of 42.00 feet, a central angle of 45°05'57", with a chord bearing S68°24'41"W, 32.21 feet and;
 5) N89°02'21"W, 117.76 feet to the East line of the aforementioned East line of Ashwood Drive;
 thence along said East line the following two (2) courses:
 1) N00°27'22"W, 122.45 feet and;
 2) N03°24'41"E, 147.72 feet to the South line of Maplewood Court (60' Wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
 thence along said Maplewood Court the following five (5) courses:
 1) S89°02'21"E, 412.08 feet;
 2) 34.25 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 65°24'27", with a chord bearing S56°20'07"E, 32.42 feet;
 3) 281.58 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 268°53'29", with a chord bearing N21°55'22"E, 85.67 feet;
 4) 12.30 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 23°29'02", with a chord bearing S79°13'08"W, 12.21 feet and;

5) N89°02'21"W, 455.49 feet to the aforementioned East line of Ashwood Drive;
thence along said East line N03°24'41"E, 133.36 feet to the POINT OF BEGINNING "AREA F"; Containing ±9.600 acres.

Also Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11 S89°51'52"E, 440.12 feet;

thence S00°27'22"E, 60.00 feet to the POINT OF BEGINNING "AREA G";

thence S89°51'52"E, 160.05 feet to the West line of Ashwood Drive (60' wide - Public) as recorded in Liber 47994, Page 897-899, O.C.R.;

thence along said West line the following four (4) courses:

1) S00°27'15"E, 928.58 feet;

2) S03°24'41"W, 341.15 feet;

3) S00°27'22"E, 483.10 feet and;

4) S00°57'38"W, 175.96 feet;

thence N89°02'22"W, 539.93 feet to the East Right-of-Way line of Willow Grove Road (66' wide - Private), as recorded in Liber 47994, Pages 888-890, O.C.R.;

thence along said East Right-of-Way line N00°27'22"W, 120.00 feet;

thence S89°02'22"E, 186.99 feet;

thence N00°27'22"W, 210.00 feet;

thence S89°02'22"E, 222.24 feet;

thence N00°27'22"W, 330.00 feet;

thence N89°02'22"W, 42.24 feet;

thence N00°27'22"W, 120.00 feet;

thence N89°02'22"W, 366.99 feet to the aforementioned East Right-of-Way line of Willow Grove Road;

thence along said East Right-of-Way line N00°27'22"W, 75.00 feet;

thence S89°02'22"E, 266.99 feet;

thence N00°27'22"W, 139.32 feet;

thence S89°51'52"E, 140.19 feet;

thence N00°27'22"W, 930.00 feet to the POINT OF BEGINNING "AREA G"; Containing ±10.065 acres.

Parcels A, B, C & D
20-11-227-000 ent

Parcel E
pt. 20-11-201-030.

Parcel F
pt. 20-11-201-030
pt. 20-11-201-028

Parcel G
pt. 20-11-201-030
pt. 20-11-201-028

ARTICLE III DEFINITIONS

Certain terms are utilized not only in this Second Amended and Restated Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Oak Forest Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, public easements, private utility easements and other instruments affecting the establishment and expansion of, or transfer of, interests in Oak Forest as a Condominium. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

- (a) The “Act” or “Condominium Act” means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) “Association” means Oak Forest Association, a Michigan non-profit corporation, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) “Bylaws” means Exhibit A hereto, which are the Bylaws required for the Condominium and also shall constitute the Corporate Bylaws required for the Association under the Michigan Non-Profit Corporation Act.
- (d) “City” means the City of Troy, a Michigan municipal corporation, and its successors, assigns and transferee.
- (e) “Common Elements” where used without modification, means the General and Limited Common Elements described in Article IV hereof.
- (f) “Condominium”, “Condominium Project” or “Project” means Oak Forest as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

Unit. The foregoing provision regarding the rights and obligations of land contract vendors and vendees shall apply notwithstanding the definition of Co-owner set forth in Section 6 of the Act, as amended by Public Act 379 of 2000.

- (l) “Developer” means Oak Forest, LLC, a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer’s development rights unless the instrument of conveyance expressly so states.
- (m) “Development and Sales Period”, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and shall be deemed to continue for so long as Developer continues to own any Unit in the Condominium, which it offers for sale or as long as there remains any residence to be constructed on Units that it owns or as long as it owns or holds an option or other enforceable purchase interest in lands for residential development within a five (5) mile radius of the Condominium Premises, whichever last occurs.
- (n) “Proposed Future Development” means the property which the Developer has reserved the right to add into the Condominium and to establish additional Units thereon, as more fully set forth in Article X below.
- (o) “General Common Elements” means the Common Elements other than the Limited Common Elements.
- (p) “Limited Common Elements” means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.
- (q) “Master Deed” means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits, as amended and restated and recorded with the Oakland County Register of Deeds from time to time.

- (r) “Mortgagee” means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.
- (s) “First Annual Meeting” means the initial meeting at which Non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer’s sole discretion after 50% of the Units which may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are sold, whichever first occurs.
- (t) “Person” means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.
- (u) “Residence” means the detached, single family residential dwelling constructed within each Condominium Unit in conformance with the provision of this Master Deed and the attached Bylaws and any and all applicable laws, ordinances, rules and regulations.
- (v) “Residential Builder” means any person licensed as a residential builder under Article 24 of the Occupational Code of Michigan, Public Act 299 of 1980, as amended, and who acquires title to one or more Units in the Condominium for the purpose of constructing a Residence on the Unit and subsequently reselling the Unit.
- (w) “Structure” means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in-ground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.
- (x) “Transitional Control Date” means the date on which the Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

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 to the plural shall also be included where the same would be appropriate and vice versa.

ARTICLE IV **COMMON ELEMENTS**

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

- (a) The General Common Elements are:
- (1) The land described in Article II hereof, including any roads, right-of-way, drives, parking areas, sidewalks, pathways, walkways, berms and landscaped areas, excluding an Agreement for Conservation Easement, except to the extent any of the foregoing are designated herein or in Exhibit B hereto as Limited Common Elements or part of a Unit, or have been dedicated or are hereafter dedicated to the City of Troy, Michigan.
 - (2) The roads, right-of-way and sidewalks throughout the Condominium, as designated on Exhibit B are no longer General Common Elements to the extent the Developer has dedicated or shall hereafter dedicate the roads, right-of-way, and sidewalks to public use through the acceptance of such a dedication by the City of Troy or any other governmental entity. Developer has reserved the right and power to dedicate future roads, right-of-way, and sidewalks in Article VIII of this Second Amended and Restated Master Deed with respect to any expansion of the Project in Article X.
 - (3) The storm water drainage system throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, water, sanitary sewer, street lighting, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units (leads connecting utility mains to

Residences built within Units are not Common Elements). Some or all of the utility lines, systems and mains described above may be owned by the local public authority or by the company that is providing the appurtenant service. Developer may have dedicated, in part, the sanitary sewer, storm sewer and water main systems to public use after the recordation of the original Master Deed, the First Amended and Restated Master Deed and this Second Amended and Restated Master Deed, and Developer has reserved the right and power to further dedicate the sanitary sewer, storm sewer, and water main systems and any presently uncompleted public streets or right-of-way upon acceptance of such dedication by the City of Troy, to the proper local public authorities in Article VIII of this Second Amended and Restated Master Deed upon recording of this Second Amended and Restated Master Deed, and upon acceptance of uncompleted public streets, sidewalks, sanitary sewers, storm sewers and water main systems. Accordingly, such utility lines, systems and mains shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty with respect to the nature or extent of such interest, if any. The General Common Elements shall include the storm water detention and retention basins constructed or installed as part of the storm water drainage system for the Condominium, including such wetland areas as may be used for storm water detention or retention as part of the aforesaid system, except to the extent they have been or shall be conveyed or dedicated to the City of Troy.

- (4) Common lighting facilities, if any. Common sprinkler irrigation systems, if any, and the water and electrical meters and fixtures installed and used in support of those facilities.
- (5) Such other elements of the Condominium that are not designated herein as Limited Common Elements and that are not enclosed within the boundaries of a Unit; including such General Common Elements, if any, as may be created by the Developer pursuant to the rights reserved in Article X below, except to the extent they have been or shall be conveyed or dedicated to the City of Troy.

- (b) The Limited Common Elements are the areas, if any, depicted on Exhibit B as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan. Each driveway serving a Unit shall be limited in its use to the Unit it serves, which driveways may be relocated pursuant to the rights reserved in Article VI below. There are currently no other Limited Common Elements in the Condominium, but Developer has reserved the right to create Limited Common Elements in Article X of this Master Deed.
- (c) Maintenance, Decoration, Repair, Restoration and Replacement Responsibilities of Common Elements, Limited Common Elements and Units. The respective responsibilities for the maintenance, decoration, repair, restoration and replacement of the Common Elements and Limited Common Elements and Units are as follows:
- (1) Co-owner Responsibilities.
- (a) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair, restoration and replacement of any Residence, Structure and appurtenance to each Unit shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such Residences and Units, to the extent visible from any other Unit or Common Element in the Project, as well as the use and appearance of all yard areas, shall be subject at all times to the prior approval of the Association and, further, that all exterior maintenance shall be subject to and in accordance with Article II of the Bylaws. In connection with any amendment made by the Developer pursuant to Article VI hereof, Developer may designate Limited Common Elements that are to be maintained decorated, repaired, restored and replaced at Co-owner expense or, in proper cases, at Association expense.

- (b) Utility Services. All costs of electricity, telephone, cable television, natural gas, sewer and water and any other utility services shall be borne by the Owner of the Unit to which such services are furnished.

(2) Association Responsibilities.

- (a) General Common Elements, General Common Element Landscaping, Signage and Fences. The cost of maintenance, repair, restoration and replacement of all General Common Elements (including all landscaping, signage and gateways therein), all fences installed by the Developer, as they may be replaced from time to time, and all other improvements installed within the General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary and to the extent not dedicated to the City of Troy or maintained, repaired, restored, or replaced by the City of Troy.
- (b) Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunication system, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.
- (c) Use of Units and Common Elements and Conservation Easements. No Co-owner shall use his Unit or the Common Elements or any area designated as a Conservation Easement in any manner inconsistent with the purposes of this Condominium Project or in any manner which will interfere with or impair the rights of any Co-owner in the use and enjoyment of his Unit or the Common

Elements or contrary to the express terms of the Conservation Easement described in Article VIII, paragraph (d) of this Second Amended and Restated Master Deed.

ARTICLE V
CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE VALUE

1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Oak Forest as prepared by Professional Engineering Associates, Inc. and attached as Exhibit B hereto. Each Unit shall consist of the area contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines.

2. Percentage of Value. The percentage of value assigned to each Unit in Oak Forest shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association (which voting shall be in accordance with Article VIII, Sections 5 through 7, of the Bylaws). The total value of the Project is 100%.

ARTICLE VI
CONVERTIBLE AREAS

1. Designation of Convertible Areas. The Units and Common Elements depicted on the Condominium Subdivision Plan are hereby designated as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending six (6) years from the date of recording of the original Master Deed, to modify the size, location or design of Units and/or Common Elements appurtenant or geographically proximate to such Units, including without limitation, relocating Limited Common Element driveways, within the Convertible Areas above

designated as determined by the Developer as necessary, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element.

3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

4. Amendment of Master Deed and Modification of Percentages of Value. Such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed, as amended, in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed, as amended. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project so that the Co-owners of each Unit shall have one (1) vote of the total of 100% of the total Units in the Condominium Project.

5. Redefinition of Common Elements. Such amendments to the Master Deed, as amended, shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article.

6. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments as long as the Co-owners of each Unit have one (1) vote of the total of 100% of the total Units in the Condominium Project. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to

effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto, as amended.

ARTICLE VII
SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

1. By Developer:

- (a) Subdivide Units; Consolidate Units; Relocate Units. Subdivide or re-subdivide any Units which it owns, consolidate under single ownership two or more Units which are located adjacent to one another, and relocate any boundaries between Units. Such subdivision or re-subdivision of Units, consolidation of Units and relocation of boundaries of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

- (b) Amend to Effectuate Modifications. In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article VI hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve for the Co-owners of modified Units one (1) vote of the total of 100% of the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in the number of Units that total 100% of the Units shall be within the sole judgment of Developer. Such amendment or amendments to the Master Deed shall also contain such further definitions of General

or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so subdivided. All of the Co-owner and mortgagees of Units and other persons interested or to be come interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of the total number that result in a total of 100% of the Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be, but are not required to be, effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

ARTICLE VIII
EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

- (a) Developer hereby reserves permanent, nonexclusive easements for ingress and egress over the roads, right-of-way, sidewalks and walkways, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, sidewalks, walkways, and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of any other land adjoining the Condominium now owned or hereafter acquired by Developer or its successors, including, without limitation, the Proposed Future Development areas described in Article X below. These easements shall run with the land in perpetuity. The Developer has no financial obligation to support such easements.
- (b) Developer intends to, and by recordation of this Second Amended and Restated Master Deed reserves the right and power to, dedicate all or part of the roads, right-of-ways, and all or part of the sidewalks pathways and walkways in the Condominium to public use, and all persons acquiring any

interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such dedication and to act on behalf of all Co-owners and their mortgagees in any proceedings with respect to the dedicated roads, right-of-ways, and sidewalks, pathways and walkways. Part of the present roadways, right-of-ways, and sidewalks in the Condominium have been dedicated to and accepted by the City of Troy, Michigan. Part of the detention area easement or detention areas shown on Exhibit D have been conveyed to and accepted by the City of Troy, Michigan. Developer may dedicate additional roads, right-of-ways and sidewalks to the City of Troy and may convey other detention areas currently shown as easements to the City of Troy.

- (c) Developer also reserves the right and power to grant easements over, or dedicate portions of any of the Common Elements for utility, drainage, safety, conservation or constructions purposes, and all persons acquiring any interest in the Condominium, including without limitation, all Co-owners and mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. The right and power reserved in this paragraph (c) to establish easements shall also include, without limitation, the right and power to establish easements for utilities, drainage, storm and sanitary sewer, entry markers, fences, and landscaping over portions of the Units as shown on Exhibit B. After certificates of occupancy are issued for 100% of the Units in the Condominium, including Proposed Future Development areas, the foregoing right and power may be exercised by the Association.
- (d) The conservation easement areas shown on the Exhibit B Condominium Plan are subject to an Agreement for Conservation Easement dated December 6, 2011, between Oak Forest, LLC, as Grantor, and the Michigan Department of Environmental Quality (“DEQ”), as Grantee and recorded in Liber 43833, Page 415, Oakland County Register of Deeds (the Conservation Easement”), as it may be amended or modified by written agreement of Developer, as Grantor, and the DEQ, as Grantee, which Conservation Easement is issued in perpetuity, encompasses portions of the Condominium Premises and a portion of the Proposed Future Development area which, in part, is now incorporated in the Exhibit B Condominium Plan attached hereto, and includes DEQ Permit Number 07-

63-0048 ("Permit") issued by the DEQ relating to the areas encompassed within the Conservation Easement areas. The purpose of the Conservation Easement is to protect the functions and values of existing or established wetlands and the natural resource values of the Conservation Easement areas, consistent with the Permit, and the protection of the benefits to the public derived from wetlands and integral habitat, by requiring Grantor and the Association, as successor, to maintain the Conservation Easement area in its natural and undeveloped condition. Developer and the Association and Co-owners shall refrain from altering or developing the Conservation Easement area in any way, including the Proposed Future Development areas, except as specifically permitted in writing by the DEQ. The Developer, Association and all Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any structure on, plowing, filling, cultivating, cutting or removal of trees or vegetation contrary to the Conservation Easement, or otherwise altering or developing the wetlands, wetland buffer areas and regulated woodland areas, or otherwise acting contrary to the Conservation Easement or its Permits at any time. The terms and conditions of said Conservation Easement shall be binding upon the Developer and the successors and assigns of the Developer, including the Association and all Co-owners, except as otherwise specifically permitted in writing by the DEQ. In the event the Developer, the Association or the Co-owners, or their successors, shall fail to preserve the Conservation Easement areas in accordance with this provision, the DEQ shall have the power to enforce the Conservation Easement and its Permits.

- (e) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Common Elements and Units (but not the interior of Residences or Structures), as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof, or Article X, Expansion of the Project, and also to fulfill any responsibilities of maintenance, repair, decoration, replacement or restoration which they or any of them are required or permitted to perform under the Condominium Documents or Bylaws or to respond to any emergency or common need of the Condominium.

- (f) 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. The foregoing easement shall not, however, be construed to permit any encroachment by a Common Element or Unit upon another Unit or upon the airspace and subsurface contained in the other Unit as shown in the Condominium Subdivision Plan. There shall be easements to, through and over Units for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines, and no such easements for utilities shall be construed to be encroachments upon a Unit.
- (g) There shall exist for the benefit of the Co-owners, the City, any emergency service agent, and other governmental units, an easement over all roads and right-of-ways in the Condominium for use by the City, the United States Postal Service and emergency or other governmental service vehicles. To the extent easements have now been, or are hereafter, dedicated to and accepted by the City of Troy, Michigan and shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services and all other lawful governmental and private emergency services to the Condominium and all Co-owners. This grant of easement is to be construed as a dedication of any streets, roads, or driveways to the public; provided, however, that these easements shall be of no further force or effect with respect to any roads or streets or other public improvements that are presently or hereafter dedicated to public use once such dedications have been completed and accepted by the City of Troy.
- (h) There shall be easements to, through and over the entire Project (including all Units) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium and Proposed Future Development areas. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting settling, or moving of a building, or due to survey errors or construction deviations or change in ground elevations, 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 destruction. One of the purposes of this Section is to clarify the right of the Co-owner to maintain structural elements and fixtures which project into the Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

- (i) There shall be easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units, including Proposed Future Development areas, for access to the Units and the exterior of each Residence or Structure constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with provisions of Article IV hereof and in accordance with the terms hereinafter set forth.
- (j) Developer further reserves the right at any time during the Development and Sales Period, and the Associations shall have the right subsequent to the Development and Sales Period, to grant easements for utilities over, under and across the Condominium, including the Proposed Future Development areas incorporated by recorded amendment to this Second Amended and Restated Master Deed, to appropriate governmental agencies or public utility companies and to transfer title of utilities (which utilities shall include, without limitation, the storm drainage system, or any portion thereof, that services the Project) to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Second Amended and Restated Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to be come interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Second Amended and Restated Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.
- (k) The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium

Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified, or obligations with respect thereto varied, without the consent of each person, directly or indirectly, benefitted thereby, except as specifically provided in this Second Amended and Restated Master Deed.

- (l) The Developer, the Association, public entities or agencies, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements and/or Proposed Future Development areas included by recorded amendment to this Master Deed, to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice for purposes of inspection of any Unit to ascertain that the same may have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by the Association.
- (m) The Developer hereby reserves on behalf of itself, its successors and assigns, the Co-owners, and for the benefit of the public agencies, including without limitation, the City of Troy, a perpetual easement to use any areas depicted on the Condominium Subdivision Plan as detention easement area for the purposes of storm water drainage and detention. However, a portion of the detention area as shown on the latest Condominium Subdivision Plan attached as Exhibit B has been conveyed to the City of Troy by deed. Further, other detention easements shown on the Condominium Subdivision Plan may be conveyed to the City of Troy by deed with its consent. The Association and the City of Troy are also hereby granted an easement over certain General Common Elements as depicted on Exhibit B attached hereto for the purpose of maintaining, repairing and replacing the detention easements and improvements servicing the same.
- (n) (1) The Association, acting through its duly constituted Board of Directors, and subject to the Developer's approval during the

Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, video texts, broad band cable, fiber optics, 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 receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

- (2) The Developer may provide fiber optic service in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment ("Fiber Optic Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides fiber optic service in the Project, the fiber optic cable and related equipment will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Fiber Optic Improvements, in the event the Fiber Optic Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to the Association, its successors, assigns or designees.
- (o) The Developer hereby reserves on behalf of itself, its successors and assigns, and the Association, a perpetual easement to maintain, repair and

replace the lawn, landscaping, lighting, sprinklers, and signage located from time to time in an area designated on the Condominium Subdivision Plan as being General Common Elements or entry marker landscape easement on Exhibit B as it may be hereafter modified or amended. The rights reserved in this paragraph can be assigned by the Developer to the Association, its successors, assigns or designees.

ARTICLE IX **AMENDMENTS**

This Second Amended and Restated Master Deed and any Exhibit hereto may be amended in the following manner:

- (a) Amendments may be made and recorded first by Developer, or later by the Association after all the Units owned by the Developer have been conveyed to other persons.
- (b) If the amendment will materially change the rights of the Co-owners or mortgagees, then such amendment requires the consent of not less than two-thirds (2/3rds) in value of the votes of the Co-owners and mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A mortgagee shall have one vote for each mortgage held; provided that the types of amendments on which mortgagees are entitled to vote and the procedures for obtaining such votes shall be governed by Sections 90 and 90a of the Condominium Act, as amended by Act 283 of the Public Acts of Michigan of 2002.
- (c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Second Amended and Restated Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or mortgagees:
 - (1) To modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining the appurtenant to unsold Units;

- (2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
 - (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, as amended, Condominium Plan or Condominium Bylaws;
 - (4) To clarify or explain the provisions of the Master Deed, as amended, or its Exhibits;
 - (5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
 - (6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith as otherwise provided in this Second Amended and Restated Master Deed;
 - (7) To make, define or limit easements affecting the Condominium; and
 - (8) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any walks or other improvements, if any, not shown on the Condominium Subdivision Plan attached hereto.
- (d) Notwithstanding any other provision of this Article IX, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, may not be modified without the consent of each affected Co-owner and mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium as it may be expanded pursuant to Article X. Any amendment to the provisions in the Bylaws

pertaining to the rental of Units shall require the prior written consent of the Developer if such amendment is enacted on or before the Transitional Control Date.

- (e) Notwithstanding any other provision in this Second Amended and Restated Master Deed or the Bylaws attached hereto, there may be amendments to, but there shall be no termination of paragraphs (a) and (c) of Article IV above, and any amendments shall not impair any material, vested rights of the Owners of Units under the General Common Elements; paragraph (e) of Article VIII above, or any other provision of this Second Amended and Restated Master Deed or the Bylaws attached hereto which affects or limits the rights of the DEQ under the Conservation Easement Agreement, except as permitted in writing by the DEQ; or the City of Troy as provided in this Second Amended and Restated Master Deed or the exhibits attached hereto; without first obtaining the City of Troy's review and approval of any amendment relating to the City of Troy; provided that the City of Troy's review and approval shall not be unreasonably delayed or denied.

ARTICLE X **EXPANSION OF PROJECT**

The Condominium Project established pursuant to this Second Amended and Restated Master Deed of Oak Forest consists of seventy-six (76) Units. The Developer hereby reserves the right, but undertakes no obligation, to expand the Condominium as determined by the Developer, in its sole discretion, from time to time. Such additional Units, if any, will be constructed upon all or portions of the Proposed Future Development area, which comprises the following described parcels of land located in the City of Troy, Oakland County, Michigan.

Part of the Northeast 1/4 of Section 11, Township 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as: Commencing at the North 1/4 corner of Section 11; thence along the North-South 1/4 line, S00°27'22"E, 2310.00 feet to the Point of

Beginning; thence S89°02'22"E, 1326.17 feet to a point on the West line of "Eyster's John R. Farms" (Liber 48, Page 121); thence along said line S00°32'20"W, 330.01 feet; thence N89°02'22"W, 1320.44 feet to a point on the North-South 1/4 line; thence along said line N00°27'22"W, 330.10 feet to the Point of Beginning, containing 10.03 acres, more or less.

Tax Parcel Number: 20-11-201-012

Therefore, any other provisions of this Second Amended and Restated Master Deed notwithstanding, the number of Units in the Project may, at the option and discretion of the Developer or its successors or assigns, from time to time, within a period ending not later than six (6) years from the date of recording of the Master Deed, be increased by the addition to the Project of any portion of the Proposed Future Development area and the development of Units and Common Elements thereon. The nature, appearance and location of all such additional Units and Common Elements as may be constructed therein shall be determined by the Developer, in its sole judgment. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Second Amended and Restated Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors or assigns and in which the Percentage of Value set forth in Article VI hereof shall be proportionately readjusted by one (1) for each Unit added to the Condominium Project in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment or amendments to this Second Amended and Restated Master Deed. The precise determination of the readjustments in the Units constituting one hundred (100%) percent of the entire Project shall be within the sole judgment of the Developer. Such amendment or amendments to the Second Amended and Restated Master Deed shall also contain further definitions necessary to adequately describe and service the additional Proposed Future Development area being added to the Project by such amendment. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article X, including, but not limited to, the connection of roads, right-of-ways, sidewalks, utilities, easements, and Conservation Easement in the Project to any roads, sidewalks, utilities, and easements and the Conservation Easement that may be located or planned for the Proposed Future Development area, and to provide access to any Unit that is located on, or planned for the Proposed Future Development area from the roads, right-of-ways, and sidewalks located in the Project. Additionally, the Developer shall have the right to create different rules, regulations or restrictions for the new Units which may be created in the Proposed Future Development area if the Developer decides such differences are necessary or

desirable. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimately consented to such amendment or amendments of this Second Amended and Restated Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any allocation of Percentages of Value of existing Units which Developer (or its successors and assigns) may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint Developer (or its successors and assigns) as agent and attorney for the purpose of execution of such amendment or amendments to the Second Amended and Restated Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, to the extent it modifies the existing Master Deed, as amended, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the area established by this Second Amended and Restated Master Deed, and Developer (or its successors or assigns) may, in its option and discretion, establish all or any portion of said Proposed Future Development area as a rental development, a separate condominium project (or projects) or any other form of development, residential or otherwise; subject to any requirements of the City of Troy. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the Proposed Future Development area described in this Article X, nor is there any obligation to add portions thereof in any particular order, nor to construct particular improvements therein in any specific locations.

ARTICLE XI **ASSIGNMENT**

All or any 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.

IN WITNESS WHEREOF, Developer has caused this Second Amended and Restated Master Deed to be executed the day and year first above written.

WITNESS:

George Kallper
Gina T. Wilson

**OAK FOREST, LLC, a Michigan
limited liability company.**

By: Ann M. Sobey
ANN M. SOBEY
Its: Manager

CONSENTED TO BY:

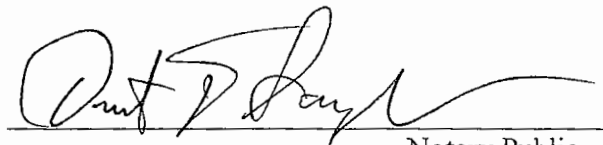
**INDEPENDENT BANK, a Michigan
banking corporation**

Drup B. Gostkowski
Sharon McClellan

By: [Signature]
Its: VICE PRESIDENT

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of March, 2015, by **Ann M. Sobey, a Manager of Oak Forest, LLC, a Michigan limited liability company**, on behalf of the company.

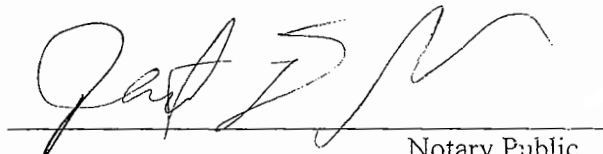


Notary Public

Oakland County, Michigan
My Commission Expires: March 29, 2021
Acting in Oakland County, Michigan

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 31st day of March, 2015, by Paul Whalen of **Independent Bank, a Michigan banking corporation**, on behalf of the Bank, for purposes of agreement to the changes in legal description to the Condominium Project.



Notary Public

Oakland County, Michigan
My Commission Expires: 03-29-21
Acting in Oakland County, Michigan

Drafted By and When Recorded, Return To:

Thomas G. Sawyer, Esq.
Hutson, Sawyer, Rupp & Schroeder
292 Town Center Drive
Troy, MI 48084

BY-LAWS

EXHIBIT "A"

OAK FOREST

BYLAWS

ARTICLE I ASSOCIATION OF CO-OWNERS

Oak Forest, a residential Condominium Project located in the City of Troy, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter referred to as 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, retention ponds, any conservation easements of record and affairs of the Condominium Project in accordance the Condominium Documents and the laws of the State of Michigan. The Bylaws shall constitute both the Bylaws referred to in the referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the co-owner's 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. The Association, 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. All terms used herein shall have the same meaning as set forth in the Master Deed, as it may be amended, modified, expanded or contracted as permitted therein, to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE II ASSESSMENTS

The Association's levying of assessments against the Units and collection of such assessments from the Co-owners to pay the expenses arising from the management, administration and operation of the Association shall be governed by the following provisions:

Section 1. Taxes Assessed on Personal Property Owned or Possessed in Common. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Receipts and Expenditures Affecting Administration. Expenditures affecting the administration of the Condominium shall include all costs incurred in satisfaction of

any liability arising within, caused by or connected with the Common Elements, easements, any conservation easements, or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received by the Association as proceeds of, or pursuant to, a policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium.

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

(a) **The Annual Budget and Regular Periodic Assessments.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that may need to be replaced on a periodic basis shall be established in the budget by the Association. The regular Association assessments provided in this Article II, Section 3(a) shall be levied in the sole discretion of the Board of Directors.

(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 appropriate requirements of the Association. Special assessments referred to in this subparagraph (b) shall be levied only with the prior approval of a majority of Co-owners in number and in value. 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.

Section 4. Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of management, administration and operation of the Condominium shall be apportioned among and paid by the Co-owners equally in accordance with the Percentage of Value assigned to each Unit in Article VI of the Master Deed, which shall be equal among all Co-owners, including any expansion or contraction of the Condominium as provided for in the Master Deed, as it may be amended or modified.

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in annual 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; provided that the Board of Directors of the Association shall have the right to modify the number of periodic installments used to collect the annual assessments. 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 ten (10) or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Board of Directors may also adopt uniform late charges pursuant to Section 10 of Article VI of these Bylaws. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, 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 and other charges for late payment or such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 6. Effect of Waiver of Use or Abandonment of Unit. A Co-owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Co-owner's Unit shall not exempt the Co-owner from liability for the Co-owner's contribution toward the expenses of administration.

Section 7. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against the Co-owner's 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. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Unit (if the Unit is not occupied by the Co-owner) and to lease the Unit and collect and apply the rental therefrom. 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 Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures 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 Condominium shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Unit with respect to which the

assessment(s) is or are delinquent to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Unit sold.

(c) **Notice of Action.** The Association may not commence proceedings to foreclosure a lien for unpaid assessments without recording and service a notice of lien in the following manner:

(i) The notice of lien shall set forth the legal description of the Condominium Unit or Units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys' fees and future assessments.

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

(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, plus any late charges, shall be chargeable to the Co-owner in default and shall be secured by the lien on the Unit.

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, if the mortgagee of a first mortgage of record or other purchaser of a Condominium Unit obtains title to the Condominium Unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the Unit which became due prior to the acquisition of title to the Unit by such person and the expiration of the period of redemption from such foreclosure.

Section 9. Responsibility of Developer and Designated Residential Builders for Assessments. Notwithstanding any other provisions of the Condominium Documents to the contrary, neither the Developer nor such Residential Builders as may be designated by the Developer shall pay regular periodic Association assessments for unoccupied Units which are owned by the Developer or such designated Residential Builder. The Developer or the designated Residential Builder, as the case may be, shall instead at all times pay all expenses of maintaining, repairing and replacing the Units that they respectively own. (For purposes of this provision, a Unit shall be unoccupied unless it is the site of a completed and occupied Residence.) Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the

Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 10. Unpaid Assessments Due on Unit Sale; Statement of Unpaid Assessments. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit and all "Related Costs" as defined below shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit; and (b) payments due under first mortgages having priority thereto. 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. The written statement from the Association shall also disclose the amounts of any interest, late charges, fines, costs and/or attorneys' fees due and owing with respect to the Unit (the "Related Costs"). Upon the payment of the sums set forth in the Association's written statement within the period stated, the Association's lien for assessments and Related Costs as to such Unit shall be deemed satisfied; provide, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and Related costs and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments and Related Costs constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 11. 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 12. Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

ARTICLE III JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article III. The requirements of this Article III will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the

Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article III. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) It is in the best interests of the Association to file a lawsuit;

(2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative;

and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:

(1) the number of years the litigation attorney has practiced law; and

(2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article III.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to the reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws

or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting. Notwithstanding any other provision of the Condominium Documents, no litigation shall be initiated by the Association against the Developer until such litigation has been approved by an affirmative vote of seventy-five (75%) percent of all members of the Association in number and value attained after a litigation evaluation meeting held specifically for the purpose of approving such action.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article III shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

Section 7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article III, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV INSURANCE

Section 1. Extent of Coverage. The Association may, to the extent appropriate in light of the nature of the General Common Elements of the Project, and such common amenities or areas as may be located outside of the Condominium, but placed under the management and control of the Association, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$500,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements and such insurance shall be carried and administered in accordance with the following provisions:

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

(b) **Insurance of Common Elements.** All General Common Elements of the Condominium Project and common amenities or common areas under the control of the Association, whether or not located within the Project, shall be insured against fire (if appropriate) and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, 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. The Association shall not be responsible, in any way, for maintaining insurance with respect to the Limited Common Elements.

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

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

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

Section 3. Responsibility of Co-owners. Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the buildings and all other improvements constructed or to be constructed within the perimeter of his or her Condominium Unit and for his or her personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Co-owner shall deliver certificates of insurance to the Association not less than annually to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in

accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Unit or the improvements located thereon (naming the Association and the Developer as additional insureds thereunder), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Developer (and thereafter by the Association) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer annually.

The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so. The Association may elect, however, through its Board of Directors, to undertake the responsibility for obtaining the insurance described in this Section 3, or any portion thereof, exclusive of insurance covering the contents located within a Co-owner's residence, and the cost of the insurance shall be included as an expense item in the Association budget. All Co-owners shall be notified of the Board's election to obtain the insurance at least sixty (60) days prior to its effective date which notification shall include a description of the coverage and the name and address of the insurer. Each Co-owner shall also be provided a certificate of insurance as soon as it is available from the insurer. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of the share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association also shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy. To the extent a Co-owner does or permits anything to be done or kept on his Unit that will increase the rate of insurance 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 shall be charged to the Co-owner responsible for such activity or condition.

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

Section 5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Developer (and thereafter the Association). This Section 5 shall not, however, be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

**ARTICLE V
RECONSTRUCTION OR REPAIR**

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

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

(b) **Entry Marker and Landscape Easements.** If the damaged property is on Entry Marker or Landscape Easement, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(c) **Unit or Improvements Thereon.** If the damaged property is a Unit or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property, and such Co-owner shall be responsible for any reconstruction or repair that he elects to make. The Co-owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event that a Co-owner has failed to repair, restore, demolish or remove the improvements on the Co-owner's Unit under this Section, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose which may be foreclosed as provided for in these Bylaws.

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

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide

funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. Subject to Section 1 of this Article V, if damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

(a) **Taking of Unit or Improvements Thereon.** In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

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

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly; and, if any Unit shall have been taken, then Article VI 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.

(e) **Applicability of the Act.** to the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution

to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Governmental National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA"), or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice, at such address as they 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 Ten Thousand and 00/100 (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them exceeds One Thousand and 00/100 (\$1,000.00) Dollars.

ARTICLE VI RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than one, detached, single family residence. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium; provided, however, that any Co-owner may maintain a home office in a Unit, maintain personal records and conduct personal business within a Unit, and participate in business or professional telephone calls from within the Unit. Meetings with customers or clients within a Unit is not permitted. Notwithstanding the foregoing, Developer may conduct any of the activities expressly described in the Master Deed or its exhibits. In no event shall any Unit within the Condominium be used for the operation of a "family day care home" or any other type of day care facility.

Section 2. Alterations and Modifications. Except as otherwise specifically permitted in this Article VI, no Co-owner shall make alterations in the exterior appearance of any Unit or make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of decks, antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications to any Unit. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium. Any deck constructed at the rear of a Unit must conform to deck plans prepared for review by the Developer and must be approved by Developer in writing prior to construction; provided that the authority to review and approve deck plans shall automatically be assigned to the Association upon the expiration of the Development and Sales Period.

Section 3. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in or on the Common Elements or within any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in

the Co-owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. Without the prior written consent of the Board of Directors, no animal or pet other than a total of two cats or dogs not to exceed 100 pounds in weight (per animal or pet) shall be kept in the Condominium by any Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. no animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. The term "animal" or "pet" as used in this Section shall not include small animals which are constantly caged such as birds or fish. All pets must be registered with the Board of Directors of the Association.

Section 5. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. Neither the land included in any Unit, the exterior of any Unit, nor any Common Element shall be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in the driveways installed within a Unit. in general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. Vehicles. No vehicles other than passenger cars, sport utility vehicles or pick up trucks shall be parked or maintained within the Condominium or any Unit therein unless the vehicle is parked within a suitable private garage built in accordance with the restrictions set forth herein. Vehicles subject to this restriction shall include, without limitation, all trailers, trucks (other than pick up trucks), boats, boat trailers, aircraft, commercial vehicles and campers. All passenger cars, sport utility vehicles and pick up trucks may only be parked within such private garage as may have been constructed within the Unit or on the driveway located between

said garage and the street. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Project.

Section 8. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 9. Signs and Advertising. No signs or other advertising devices 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 Board of Directors.

Section 10. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 11. Association's Right of Access. The Association or its duly authorized agents shall have access to each Unit (but not the interior of any Residence thereon) 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, easements or conservation easements. The Association or its agent shall also have access to each Unit (excluding the interior of any Residence thereon) 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 the Co-owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to any Unit or any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of such damage. Subject to the foregoing and other provisions in the Master Deed and these Bylaws, each Co-owner shall be entitled to exclusive occupancy and control over the Co-owner's Unit and all Limited Common Elements appurtenant thereto.

Section 12. Architectural Control. All Residences and appurtenances thereto shall be built entirely within the Units which are shown on the Condominium Subdivision Plan, as amended and recorded from time to time. No Residence, building, structure or other improvement shall be constructed outside of a Unit or elsewhere within the Unit or the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefor, containing such detail as the

Developer may reasonably request, have first been approved in writing by the Developer including, but not limited to the following:

(a) A topographic survey showing the existing and proposed grades, the proposed location of each building or structure and the proposed location of drives and parking areas:

(b) Construction and architectural plans certified by a licensed engineer or architect, including dimensioned floor plans, typical sections and all elevations; and

(c) Specifications setting forth the type of quality of all materials and workmanship to be employed including a detailed finish schedule for all exterior materials, produces and finishes.

(d) A construction schedule specifying the commencement and completion dates, as well as other requirements of the Developer for completion of the Residence.

Construction of any building or other improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons or which otherwise fail to satisfy the requirements of these Condominium Documents; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 12 may, in Developer's discretion be assigned in writing (in whole or in part) to the Association or other successors to Developer. Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents. Nothing in this provision or in any other provision of the Condominium Documents shall be construed to require that a Co-owner install trees that the Developer is required to install as a condition of site plan approval by the City.

Section 13. Minimum Residence Size. The minimum area of any one, detached, single-family Residence constructed within a Unit shall be not less than the minimum area and height limitation required under the applicable zoning ordinance and an attached two-car garage, subject further to the following restrictions:

(a) **Minimum Residence Size.** All residences built in the Condominium shall contain the minimum square footage required at the time of construction by the municipality in which the Unit is located. In addition to the foregoing, each residence shall contain, at a minimum, the following "livable floor areas":

(i) A one story residence shall have a minimum livable floor area of 1,800 square feet.

(ii) A one and one-half story residence shall have a minimum livable floor area of 2,000 square feet.

(iii) A two story residence shall have a minimum livable floor area of 2,200 square feet.

As used herein, "livable floor area" shall be calculated by measuring from external wall to wall, and shall exclude garages, patios, decks, open porches, terraces, basements, storage sheds and like areas even if attached to the residence. Livable floor area shall include, however, enclosed porches if the roof of the porch forms an integral part of the residence. Developer reserves the right, in its sole discretion, to increase the minimum livable floor area for all un-built residences in the Condominium.

(b) **Unit Boundary Lines.** In no event shall a residence or structure be placed, erected, installed or located on any Unit nearer to the front, side or rear Unit boundary line of a residence or structure on an adjoining Unit than is permitted at the time the residence or structure is installed by the ordinances of the municipality in which the Unit is located.

(c) **Completion of Construction and Landscaping.** The exterior of all residences and other structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the Owner or builder due to strikes, fires, national emergency or natural calamities. All Units shall be sodded or seeded and appropriately landscaped within one hundred eighty (180) days of occupancy. If, however, occupancy of the residences occurs after October 1st, then the Unit shall be sodded or seeded and appropriately landscaped by June 1st of the following year.

(d) **Garages.** All garages shall be attached to the residence. Developer shall have the sole and conclusive authority to determine whether a proposed garage design is attached to the residence.

(e) **Roofs.** All roofs on residences shall have a minimum pitch of five-twelfths (5/12).

(f) **Driveway.** All driveways shall be paved with concrete or asphalt and shall be completed prior to occupancy, if weather permits.

(g) **Public Utilities.** All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television line and

all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

(h) **Public Utility and Drainage Easement Areas.** Easements or any conservation easements of record for the construction, installation and maintenance of public utilities, and for drainage facilities are reserved as shown on the Subdivision Plan, as modified for expansion or contraction of the Master Deed. Within all of the foregoing easements or any conservation easements of record, unless the necessary approvals are obtained from the appropriate municipal or other governmental authority and except for the paving necessary for each residence's driveway, no residence or structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements or any conservation easements of record shown on the Subdivision Plan, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the Units of others, be made by the Owner in the finished grade of any Unit once established by the builder upon completion of construction of the residence thereon. The easement area, or any conservation easement areas of record which may be located on an Owner Unit, and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit Owner shall maintain the surface area of easements, or any conservation easements of record within the Owner's Unit as shown on the Subdivision Plan, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion and to not violate the provisions of any conservation easements of record which are a part of the Master Deed, as it may be amended from time to time.

Section 14. Vehicular Access to Driveways. Vehicular access to Units and the Project shall be only by the public roads within the Project. All driveways must connect to the roads contained within the Project. All driveways shall be completed prior to occupancy, except to the extent prohibited by strikes or weather conditions, in which case the driveways shall be completed within ninety (90) days of the termination of the strike or adverse weather.

Section 15. Antennas, Mailboxes and Alterations and Modifications Which Affect Utility Lines. No Co-owner shall install or erect any sort of antenna (including dish antennas) upon any General Common Elements. Co-owners shall have the right to install (i) not more than one antenna designed to receive television broadcast signals, and (ii) not more than one antenna measuring one meter (39 inches) or less in diameter or diagonally and designed to receive direct broadcast satellite services or video programming from multichannel multipoint distribution (wireless cable) providers within their Units; provided that any such antenna shall be installed behind the Residence constructed within the Unit in a location that is, to the maximum extent

possible, shielded from view from the road while still permitting reception of an acceptable quality signal. The Association shall have the right to impose rules requiring that any installed antenna be painted in a specified color so that the antenna blends into its surroundings. The provisions in this Section 15 applicable to antennas are intended to comply with applicable rules and regulations promulgated by the Federal Communications Commission (the "FCC Rules") and shall be automatically amended and revised to the extent required to remain in compliance with future modifications to the FCC Rules. Co-owners are urged to restrict the antenna installed upon their Unit to a dish design measuring not more than 18 inches in diameter. In no event shall an antenna permitted by this Section 15 be installed in front of a Residence unless the Co-owner can satisfactorily demonstrate by written evidence that an acceptable quality signal cannot be obtained from a location to the rear of the Residence.

The design, material, color and construction of all mailboxes and mailbox stands must be approved by the Developer prior to their installation. To insure that mailboxes are uniform in appearance and design, the Developer shall have the right during the entire Development and Sales Period to require that the Co-owners of each and every Unit install such mailbox and/or mailbox stand as may be purchased by the Association at the direction of the Developer to the exclusion of any other mailbox and/or mailbox stand and that the Co-owners of each Unit reimburse the Association for the entire cost of the mailbox and/or mailbox stand. All mailboxes must be properly maintained and kept in a sightly appearance by the Co-owners. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 16. Dog Kennels and Similar Shelters. Dog kennels or runs or other enclosed shelters for permitted animals shall not exceed one hundred fifty (150) square feet in size, shall be an integral part of the approved residence, shall be located in the rear of the residence only and shall extend no more than twelve (12) feet beyond the rear of the residence. The location and design of fencing for dog kennels, runs and similar shelters shall be approved by the Board of Directors and, if necessary, the municipality in which the Unit is located. If the fence is visible from the street, it shall be screened with suitable landscaping, the suitability of which shall be determined by the Board of Directors. Each Unit Owner must keep any such kennel, shelter or run in a clean and sanitary condition.

Section 17. Outbuildings and Other Structures. No structure of a temporary character shall be placed upon any Unit at any time. No temporary occupancy shall be permitted in an unfinished residence. The use of a trailer for materials and supplies to be used by a building in the construction of a residence and which shall be removed from the Unit upon enclosure of the residence, may be allowed with the written consent of the Developer or the Board of Directors, as applicable, which shall have the sole discretion to approve or disapprove the same. No old or used buildings of any kind shall be brought on any Unit in the Condominium. No accessory buildings shall be permitted on any Unit. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house, or other similar outbuilding or structure shall be placed on any Unit at any time, either temporarily or permanently. Plans for a gazebo, swimming pool, or bath house must be specifically approved by the Developer or the Board of Directors, as applicable, as provided in this Article VI.

Section 18. Decks. Decks built on any Unit shall not encroach into the rear yard setback area applicable to the Unit, as such setback area is established by the City of Troy, unless permitted by ordinance. All proposed decks shall be approved by the Developer or the Board of Directors, as applicable, as provided in this Article VI.

Section 19. Swimming Pool. No above ground swimming pools shall be erected or maintained on or in any Unit. No swimming pool shall be erected or maintained on or in any Unit without the prior written approval of the Board of Directors. All permitted swimming pools must be approved by the Board of Directors as to size, location, materials and type of construction, including the design of any fencing required by the City of Troy. The maximum height and linear footage of any fencing permitted by this Section shall not exceed the minimum allowed by the City of Troy.

Section 20. Fences. Under no circumstances shall Unit perimeter fencing be allowed within the Condominium. Ornamental fences, garden walls and similar devices may be constructed or erected only after plans and specifications of such proposed fence, wall or other device shall have been submitted in writing and approved in writing by the Developer or the Board of Directors, as applicable. In any event, no fence exceeding four (4) feet in height shall be permitted and no fence shall extend further than the front of the residence placed on the Unit. Any fencing required by ordinance or law to enclose a swimming pool or other permitted in-ground structure may be erected, provided that it complies as closely as possible with this Section.

Section 21. Co-owner Maintenance. Each Co-owner shall maintain his or her Unit (and all improvements constructed therein) and any Limited Common Elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. No unsightly condition shall be maintained upon any deck, patio or porch and only furniture and equipment consistent with ordinary deck, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use. 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, easements or conservation easements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 22. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, decks, drives, walks or other structures or

improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications or grading plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications or grading, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer whether or not by expansion or contraction of the Master Deed for the Condominium. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, throughout the Development and Sales Period, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer. The rights of assignment reserved to the Developer in Article XI of the Master Deed shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by one or more Residential Builders, who may exercise such rights simultaneously with Developer.

(c) **Enforcement of Bylaws.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements, easements or conservation easements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, which right of enforcement shall include without limitation an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the Master Deed, as modified or amended.

Section 23. Leasing and Rental. Co-owners, including Developer, may rent any number of Units at any time for any term of occupancy not less than six (6) months subject to the following:

(a) **Disclosure of Lease Terms to Association.** A Co-owner, including the Developer, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least fifteen (15) days before presenting a lease to a potential lessee and, at the same time, shall supply the Association with a copy of the lease for its review for compliance with the Condominium Documents. If Developer desires to rent Units before the Transactional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing. All leases shall be in writing.

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

(c) **Procedures in the Event of Non-Compliance with Condominium Documents.** If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(ii) The Co-owner shall have fifteen (15) days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) 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 fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements, easements or conservation easements caused by the Co-owner or tenant in connection with the Unit or Condominium.

(d) **Notice to Co-owner's Tenant Permitted Where Co-owner in Arrears to the Association for Assessments.** When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall

due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may take the following actions:

(i) The Association may issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) The Association may initiate proceedings for eviction and money damages as described in subparagraph (c)(iii) above following the tenant's failure to remit rent otherwise due within fifteen (15) days after issuance of notice by the Association to the tenant by certified mail.

The leasing provisions contained in this Section 23 may not be revised prior to the Transitional Control Date without the Developer's prior written consent. Any revision to these leasing provisions shall be subject to the limitations set forth in Section 112 of the Condominium Act, as amended by Act 283 of the Public Acts of Michigan of 2002.

Section 24. Storm Water Management. In order to assure that storm water drainage is properly maintained, certain storm water drainage facilities in the Condominium have been designated as Detention Ponds in the Subdivision Plan to the Master Deed. Accordingly, the Association in conjunction with the City of Troy, which has been paid a substantial maintenance fee for twenty (20) years, will work together to maintain, repair and modify Detention Ponds designated on the Subdivision Plan in the Condominium for the benefit of all Co-owners, the cost of which may in part be an expense of administration of the Condominium.

Section 25. Conservation Easement Areas. The Condominium contains certain areas which have been designated as "Conservation Easements" on the Condominium Subdivision Plan and in the Master Deed, as it may be amended and modified. These Conservation Easements are deemed to be within a designated Conservation Easement area in which no disturbance will be permitted (including, without limitation, construction activities, dredging, filling, planting and/or any other types of modification), without the prior approval of the Michigan Department of Environmental Quality. Violation of this restriction may result in civil and criminal penalties. No fertilizers may be used by the Co-owners which may, in the estimation of the Association acting through its Board of Directors, damage any Conservation Easement which may be presently or hereafter located within or bordering on the Condominium, as amended or modified. The Association will ban fertilizers, or other uses, which may damage any such Conservation Easement. These limitations are contained in these Bylaws and in the Master Deed, as it may be expanded or modified, and must be enforced by the Developer and the Association and may be enforced by the Michigan Department of Environmental Quality which holds rights in perpetuity under the recorded Conservation Easements under the Master Deed as it may be expanded or contracted.

Section 26. Regulated Wetlands. The Condominium contains certain areas that are regulated as wetlands in the Condominium on the Condominium Subdivision Plan in the Project

attached as Exhibit B to the Master Deed, designated thereon as Conservation Easement, as the Condominium may be expanded or contracted by amendment. The wetlands are deemed to be within the Agreement for Conservation Easement of record, within which no trees or vegetation may be removed or cut down, except as permitted in the Conservation Easement shown on the Condominium Subdivision Plan and separately recorded in Liber 43833, Page 415, with the Oakland County Register of Deeds.

Section 27. Public Water System. Developer is installing a public water system in the Condominium which will be dedicated to the City of Troy.

Section 28. Conservation Easements. As stated in Article VIII of the Master Deed, the Condominium Project and the Units therein are all subject to the terms and conditions of the Conservation Easements described in Article VIII of the Master Deed (the "Conservation Easements") and any amendments to that document. In accepting the conveyance of a Unit or a land contract vendee's interest therein, each and every Co-owner and the Developer and the Association shall be deemed to have agreed to comply with all of the terms of the Conservation Easements granted to the Michigan Department of Environmental Quality. The Association and the Co-owners of each Unit in the Condominium, as the same may be expanded pursuant to Article X of the Master Deed, shall be subject to and bound by all of the obligations with respect to such Conservation Easements and any permits relating thereto issued by the Michigan Department of Environmental Quality. The Association will retain the Conservation Easements and related permits as a matter of record for examination

ARTICLE VII MORTGAGEES

Section 1. Notice to Association. Any Co-owner who mortgages its Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (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 as the number of Units is modified by any amendments to the Master Deed with respect to expansion or contraction of the Condominium Project. Voting shall be by Condominium Units unless otherwise expressly required by the Condominium Documents or by law. In the case of any Unit owned jointly by more than one Co-owner, the voting right appurtenant to that Unit may be exercised jointly as a single vote or may be split if all the joint Co-owners of the Unit so agree in writing.

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

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. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

Section 4. Annual Meeting. There shall be an annual meeting of the Co-owners commencing with the First Annual Meeting held as provided in Article IX, Section 2 hereof. Other meetings shall be held as provided for in Article IX hereof. Notice of the time, place and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Co-owners.

Section 5. Quorum. The presence in person or by proxy of thirty-five (35%) percent in value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required 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 such 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 6. 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 7. Majority. Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by an affirmative vote of more than fifty (50%) percent of the Condominium Unit Co-owners. The foregoing statement and any other provisions of the Master Deed and these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Co-owners duly called and held.

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 Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer. The First Annual Meeting may be called at any time in the Developer's discretion after the first conveyance of legal or equitable title of a Unit in the Condominium to a non-developer Co-owner. As provided in Article XI, Section 2(c) hereof, the First Annual Meeting shall be held on or before one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of the Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to non-developer Co-owner of a Unit in the Condominium, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner.

Section 3. Annual Meetings. Annual meetings of the members of the Association shall be held in the month of April or May each succeeding year (commencing the third Tuesday of April or May of the calendar year following the year in which the First Annual Meeting is held) at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance

with the requirements of 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 not less than one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. 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. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required by Article VIII, Section 3 of these Bylaws to be filed with the Association 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 ten (10) days from the time the original meeting was called, and notice of the meeting shall be provided as set forth in Section 5 of this Article IX.

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) determination of whether a quorum is present; (c) proof of notice of meeting or waiver of notice; (d) reading of minutes of preceding meeting; (e) reports of officers; (f) reports of committees; (g) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (h) election of Directors (at annual meeting or special meetings held for such purpose); (i) unfinished business; and (j) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 of this Article IX 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 votes or total percentage of approval which equals or exceeds the number of votes or percentage of approvals 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. 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

An advisory committee of non-developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) of the Units that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the Association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Co-owners.

ARTICLE XI BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall consist of three members, 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. Directors shall serve without compensation. After the First Annual Meeting, the number of directors may be increased or decreased by action of the Board of Directors, provided that the Board of Directors shall be comprised of at least three members.

Section 2 Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. The Developer shall manage the affairs of the Association, and act as the first Board of Directors until the date of the First Annual Meeting of members. Elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, at least one director and not less than twenty-five (25%) percent of the Board of Directors shall be elected by non-developer Co-owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required director. Upon certification by the Co-owners to the Developer of the director so elected, the Developer shall then immediately appoint such director to the Board to serve until the First Annual Meeting of members unless the director is removed pursuant to Section 7 of this Article XI or the director resigns or becomes incapacitated.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created at least 1 director and not less than twenty-five (25%) percent of the Board of Directors of the Association of Co-owners shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent of the Units that may be created not less than thirty-three and one-third (33 1/3%) percent of the Board of Directors shall be elected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners, seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the First Annual Meeting shall be called and the non-developer Co-owners shall elect all directors on the Board of Directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Condominium or as long as ten (10%) percent of the Units remain that may be created.

(ii) Notwithstanding the formula provided in subsection (i), 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, if title to at least seventy-five (75%) percent of the Units that may be created has not been conveyed to non-developer Co-owners, the First Annual Meeting shall be called and the non-developer Co-owners shall have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the Board as determined in the Condominium Documents.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under this Section 2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under this Section (2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i) of this Section 2.

(iv) At the First Meeting, one-half (1/2) of the directors (rounded up if fractional) shall be elected for a term of two years and the remaining directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the number of persons equal to one-half (1/2) of the number of directors (rounded up if fractional) who receive the highest number of votes shall be elected for terms of two years and the number of persons equal to the remaining directors to be elected who receive the next highest number of votes shall be elected for terms of one year. After the First Annual Meeting, the term of office (except for directors elected at the First Annual Meeting for one year terms) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

(vi) As used in this section, the term "Units that may be created" means the maximum number of Units which may be included in the Condominium in accordance with any limitation stated in the Master Deed or imposed by law. For purposes of calculating the timing of events described in Article IX above and this Article XI, Section 2, the conveyance by the Developer of a Unit to a Residential Builder whether or not the Residential Builder is affiliated with the Developer as defined by the Act, shall not be considered a sale to a non-developer Co-owner until such time as the Residential Builder conveys the Unit with a completed Residence on it or until the Unit contains a completed and occupied Residence.

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 necessary thereto subject always to the Condominium Documents and applicable laws.

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 and the Common Elements thereof.

(b) To levy and collect assessments against and 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.

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 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, in which the

maximum term is greater than 3 years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date cause by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent 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 quorum set forth in Article VIII, Section 5. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors selected by it at any time or from time to time in its sole discretion. Likewise, any director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of directors generally.

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

Section 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 ten (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 three (3) days' notice to each director given personally, by mail, by telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (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, there is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (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 present of such director for purposes of determining a quorum.

Section 13. First Board of Directors. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertaking or contracts entered into with the others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the First Annual Meeting of Co-owners shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Co-owners.

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

ARTICLE XII OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) 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 and shall preside at all meetings of the Association and of the Board of Directors. The President 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 in the President's discretion as may be deemed 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 the President's 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 do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed 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 and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct, and shall, in general, perform all duties incident to the office of the Secretary.

(d) **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer 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 the officer's 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 Board of Directors may (but need not) adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "corporate seal" and "Michigan".

ARTICLE XIV FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association or 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 ninety (90) days following the end of the Association's fiscal year upon written 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 Board. The commencement date of the fiscal year shall be subject to change by the Board 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 Board 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 attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not 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 such director's 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 ten (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

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws shall become effective upon recordation in the office of the register of deeds in the County in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendments adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or any provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

ARTICLE XVII DEFINITIONS

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

ARTICLE XVIII COMPLIANCE

The Association and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the Condominium 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 shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XIX REMEDIES FOR DEFAULT

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

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

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

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

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

Section 2. Non-Waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-Owner to enforce such right, provision, covenant or condition in the future.

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

Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX
ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any provisions of the Condominium Documents, including any duly adopted rules and regulations, shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his or her personal actions or the actions of his or her family, guests, tenants or any other person permitted thorough 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 these 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 ten (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.** Seventy-Five (\$75.00) Dollars fine.

(c) **Third Violation.** One Hundred (\$100.00) Dollars fine.

(d) **Fourth Violation and Subsequent Violations.** One Hundred and Fifty (\$150.00) Dollars fine for each violation.

The Association, acting through its Board of Directors, may increase or decrease the fine schedule set forth above by Board resolution after giving prior written notice to the Co-owners of the proposed change. The resolution and a proof of notice shall then be recorded in Oakland County Records and the new schedule shall be effective upon recording.

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 or within 30 days of the imposition of the fine if regular Condominium assessments are collected on a quarterly or semiannual basis. 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 XXI of these Bylaws.

ARTICLE XXI RIGHTS RESERVED TO DEVELOPER

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

**ARTICLE XXII
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 XXIII
SEVERABILITY**

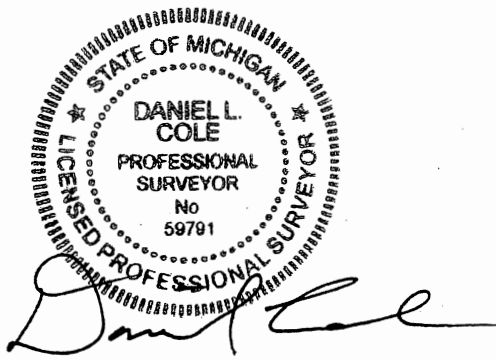
In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions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

CONDOMINIUM SUBDIVISION PLAN

REPLAT NUMBER 2 OF
 OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. 2036
 EXHIBIT "B" TO THE SECOND AMENDMENT
 TO THE MASTER DEED OF

OAK FOREST CONDOMINIUM

CITY OF TROY, OAKLAND COUNTY, MICHIGAN.



SURVEYOR & PREPARER
 PROFESSIONAL ENGINEERING ASSOCIATES, INC.
 2430 ROCHESTER COURT, SUITE 100
 TROY, MI 48083-1872

DEVELOPER
 OAK FOREST LLC.
 5877 LIVERNOIS ROAD, SUITE 103
 TROY, MICHIGAN 48098

INDEX OF DRAWINGS

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- * 9. UNIT PLAN
- * 10. UNIT PLAN
- * 11. UTILITY PLAN
- * 12. UTILITY PLAN
- * 13. UTILITY PLAN
- * 14. EASEMENT PLAN
- * 15. EASEMENT PLAN
- * 16. EASEMENT PLAN

LEGAL DESCRIPTION:

Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;
 Commencing at the North 1/4 corner of Section 11;
 thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended
 of Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
 thence along said East line S00°27'15"E, 990.00 feet;
 thence S89°51'52"E, 668.00 feet;
 thence S00°15'50"E, 165.26 feet;
 thence S00°14'26"E, 328.25 feet to the POINT OF BEGINNING "AREA A";
 thence S89°41'38"E, 212.68 feet to the West line of Black Oak Drive (60' wide - public) as
 recorded in Liber 46653, Pages 350-352, O.C.R.;
 thence along said West line (L1) S00°18'22"W, 135.03 feet to the North line of Oak Forest Drive
 (60' wide - public) as recorded in Liber 46653, Pages 350-352, O.C.R.;
 thence along said North line the following four (4) courses:
 1. (L2) N89°41'38"W, 155.11 feet;
 2. (C1) 166.10 feet along the arc of a curve to the left, having a radius of 305.00 feet, a central
 angle of 31°12'10", with a chord bearing S74°42'17"W, 164.06 feet;
 3. (L3) S59°06'12"W, 174.81 feet and;
 4. (C2) 17.02 feet along the arc of a curve to the right, having a radius of 245.00 feet, a
 central angle of 03°58'45", with a chord bearing S61°05'35"W, 17.01 feet;
 thence (L4) N00°52'17"W, 155.24 feet;
 thence (L5) N59°06'12"E, 227.34 feet;
 thence (L6) N86°23'39"E, 73.72 feet to the POINT OF BEGINNING "AREA A", containing ±1.61 acres.

ALSO Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;
 Commencing at the North 1/4 corner of Section 11;
 thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended
 of Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
 thence along said East line S00°27'15"E, 990.00 feet;
 thence S89°51'52"E, 668.00 feet;
 thence S00°15'50"E, 165.26 feet;
 thence S00°14'26"E, 328.25 feet;
 thence S89°41'38"E, 272.68 feet to a point on the East line of Black Oak Drive (60' wide - public)
 as recorded in Liber 46653, Pages 350-352, O.C.R., and the POINT OF BEGINNING "AREA B";
 thence continuing S89°41'38"E, 781.50 feet to the West line of Oak Forest Drive (60' wide - public)
 as recorded in Liber 46653, Pages 350-352, O.C.R.;
 thence along said West line (L7) S00°18'22"W, 135.03 feet to a point on the North line of said Oak
 Forest Drive;
 thence along said North line N89°41'38"W, 781.50 feet to the aforementioned East line of Black Oak
 Drive;
 thence along the aforementioned East line of Black Oak Drive (L8) N00°18'22"E, 135.03 feet to the
 POINT OF BEGINNING "AREA B", containing ±2.42 acres.

ALSO Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;
 Commencing at the North 1/4 corner of Section 11;
 thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of
 Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
 thence along said East line S00°27'15"E, 990.00 feet;
 thence S89°51'52"E, 668.00 feet;
 thence S00°15'50"E, 165.26 feet;
 thence S00°14'26"E, 328.25 feet;
 thence S89°41'38"E, 1114.18 feet to the POINT OF BEGINNING "AREA C";
 thence continuing S89°41'38"E, 152.36 feet to the West line of John R. Road (120' wide - public);
 thence along said West line (L9) S00°00'00"W, 20.03 feet to the North line of Oak Forest Drive (60' wide -
 public) as recorded in Liber 46653, Pages 350-352, O.C.R.;
 thence along said North line (L10) N89°41'38"W, 152.47 feet to the East line of said Oak Forest Drive;
 thence along said East line (L11) N00°18'22"E, 20.03 feet to the POINT OF BEGINNING "AREA C", containing
 ±0.07 acres.

ALSO Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;
 Commencing at the North 1/4 corner of Section 11;
 thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of
 Ashwood Drive (60' wide - public) as recorded in Liber 47994, Pages 897-899, O.C.R.;
 thence along said East line S00°27'15"E, 990.00 feet;
 thence S89°51'52"E, 668.00 feet;
 thence S00°15'50"E, 165.26 feet;
 thence S00°14'26"E, 328.25 feet;
 thence S89°41'38"E, 1266.54 feet to a point on the West line of John R. Road (120' wide - public);
 thence along said West line (L12) S00°00'00"W, 80.03 feet to the South line of Oak Forest Drive (60' wide -
 public) as recorded in Liber 46653, Pages 350-352, O.C.R. and the POINT OF BEGINNING "AREA D";
 thence continuing along the aforementioned West line of John R. Road S00°00'00"W, 248.63 feet to a point
 on the North line of "Eyster's John R. Farms" (Liber 48, Page 121, O.C.R.);
 thence said North line S89°37'38"W, 1255.65 feet to a concrete monument at the northwest corner of said
 subdivision;
 thence (L13) S73°07'15"W, 58.78 feet;
 thence (L14) S59°06'12"W, 153.00 feet;
 thence (L15) N30°53'48"W, 125.91 feet to the aforementioned South line of Oak Forest Drive;
 thence along said South line the following eight (8) courses:
 1. (C3) 23.60 feet along the arc of a curve to the left, having a radius of 305.00 feet, a central angle of
 04°25'58", with a chord bearing N61°19'11"E, 23.59 feet;
 2. (L16) N59°06'12"E, 174.81 feet;
 3. (C4) 133.42 feet along the arc of a curve to the right, having a radius of 245.00 feet, a central angle
 of 31°12'10", with a chord bearing N74°42'17"E, 131.78 feet;
 4. S89°41'38"E, 999.32 feet;
 5. (C5) 109.18 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of
 104°15'22", with a chord bearing N38°10'41"E, 94.73 feet;
 6. (C6) 6.97 feet along the arc of a curve to the right, having a radius of 28.00 feet, a central angle of
 14°15'22", with a chord bearing N06°49'19"W, 6.95 feet;
 7. (L17) N00°18'22"E, 33.33 feet;
 8. (L18) S89°41'38"E, 152.79 feet to the aforementioned West line of John R. Road and the POINT OF
 BEGINNING "AREA D", containing ±5.22 acres.

** LEGAL DESCRIPTIONS CONTINUE ON SHEET 2 **

THE ASTERISKS (*) SHOWN ABOVE
 INDICATE AMENDED OR NEW SHEETS.
 THESE SHEETS ARE INTENDED TO
 REPLACE THOSE PREVIOUSLY RECORDED.

PROPOSED DATED MARCH 26, 2015

OAK FOREST
 CONDOMINIUM

COVER SHEET



PROFESSIONAL
 ENGINEERING
 ASSOCIATES

DES. - SUR. DEC. SCALE JOB NO. 2000-250
 DM. D.C. P.M. KH DATE 03-26-15 DWG. NO. 1 2430 Rochester Ct. Suite 100
 Troy, MI 48060-1872
 (48) 688-9000

Also Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11, S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R.;

thence along said East line S00°27'15"E, 990.00 feet;

thence S89°51'52"E, 668.00 feet;

thence S00°15'50"E, 165.26 feet;

thence S00°14'26"E, 328.25 feet;

thence (L19) S86°23'39"W, 73.72 feet;

thence (L20) S59°06'12"W, 227.34 feet;

thence S00°52'17"E, 389.75 feet;

thence (L24) N89°02'22"W, 250.39 feet to the POINT OF BEGINNING "AREA E";

thence (L27) N89°02'22"W, 176.50 feet to the aforementioned East line of Ashwood Drive;

thence along said East line (L28) N00°57'38"E, 145.96 feet to the South line of Oak Forest Drive, as recorded in Liber 47994, Pages 897-899;

thence along said South line (L29) S89°02'21"E, 176.50 feet;

thence (L30) S00°57'39"W, 145.96 feet to the POINT OF BEGINNING "AREA E";
Containing ±0.591 acres.

Also Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11 S89°51'52"E, 660.18 feet to the East line extended of Ashwood Drive (60' wide - Public) as recorded in Liber 47994, Pages 897-899;

thence along said East line S00°27'15"E, 990.00 feet to the POINT OF BEGINNING "AREA F";

thence S89°51'52"E, 668.00 feet;

thence S00°15'50"E, 165.26 feet;

thence S00°14'26"E, 328.25 feet;

thence (L19) S86°23'39"W, 73.72 feet;

thence (L20) S59°06'12"W, 227.34 feet;

thence (L21) S00°52'17"E, 155.24 feet to the North line of Oak Forest Drive (60' Wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R., also being Oak Forest Drive (60' Wide - Public) as recorded in Liber 46653, Pages 350-352, O.C.R.;

thence along the North line of Oak Forest Drive (60' Wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R., the following two (2) courses:

- 1) (C8) 119.21 feet along the arc of a non-tangent curve to the right, having a radius of 245.00 feet, a central angle of 27°52'42", with a chord bearing S77°01'18"W, 118.04 feet and;
- 2) (L31) N89°02'21"W, 305.56 feet to the aforementioned East line of Ashwood Drive;

thence along said East line (L32) N00°27'22"W, 270.08 feet to the South line of Ashwood Court (60' Wide - Public) as recorded in Liber 47994, Page 897-899, O.C.R.;

thence along said Ashwood Court the following five (5) courses:

- 1) (L33) S89°02'21"E, 116.27 feet;
- 2) (C9) 33.06 feet along the arc of a curve to the right, having a radius of 42.00 feet, a central angle of 45°05'57", with a chord bearing S66°29'22"E, 32.21 feet;
- 3) (C10) 282.95 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 270°11'54", with a chord bearing N00°57'39"E, 84.71 feet;
- 4) (C11) 33.06 feet along the arc of a curve to the right, having a radius of 42.00 feet, a central angle of 45°05'57", with a chord bearing S68°24'41"W, 32.21 feet and;
- 5) (L34) N89°02'21"W, 117.76 feet to the East line of the aforementioned East line of Ashwood Drive;

thence along said East line the following two (2) courses:

- 1) (L35) N00°27'22"W, 122.45 feet and;
- 2) (L36) N03°24'41"E, 147.72 feet to the South line of Maplewood Court (60' Wide - Public) as recorded in Liber 47994, Pages 897-899, O.C.R.;

thence along said Maplewood Court the following five (5) courses:

- 1) S89°02'21"E, 412.08 feet;
- 2) (C12) 34.25 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 65°24'27", with a chord bearing S56°20'07"E, 32.42 feet;
- 3) (C13) 281.58 feet along the arc of a curve to the left, having a radius of 60.00 feet, a central angle of 268°53'29", with a chord bearing N21°55'22"E, 85.67 feet;
- 4) (C14) 12.30 feet along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of 23°29'02", with a chord bearing S79°13'08"W, 12.21 feet and;
- 5) N89°02'21"W, 455.49 feet to the aforementioned East line of Ashwood Drive;

thence along said East line (L37) N03°24'41"E, 133.36 feet to the POINT OF BEGINNING "AREA F"; Containing ±9.600 acres.

Also Part of the Northeast 1/4 of Section 11, T.2N., R.11E., City of Troy, Oakland County, Michigan;

Commencing at the North 1/4 corner of Section 11;

thence along the North line of said Section 11 S89°51'52"E, 440.12 feet;

thence (L38) S00°27'22"E, 60.00 feet to the POINT OF BEGINNING "AREA G";

thence (L39) S89°51'52"E, 160.05 feet to the West line of Ashwood Drive (60' wide - Public) as recorded in Liber 47994, Page 897-899, O.C.R.;

thence along said West line the following four (4) courses:

- 1) S00°27'15"E, 928.58 feet;
- 2) S03°24'41"W, 341.15 feet;
- 3) S00°27'22"E, 483.10 feet and;
- 4) (L40) S00°57'38"W, 175.96 feet;

thence N89°02'22"W, 539.93 feet to the East Right-of-Way line of Willow Grove Road (66' wide - Private), as recorded in Liber 47994, Pages 888-890, O.C.R.;

thence along said East Right-of-Way line (L41) N00°27'22"W, 120.00 feet;

thence (L42) S89°02'22"E, 186.99 feet;

thence (L43) N00°27'22"W, 210.00 feet;

thence (L44) S89°02'22"E, 222.24 feet;

thence N00°27'22"W, 330.00 feet;

thence (L45) N89°02'22"W, 42.24 feet;

thence (L46) N00°27'22"W, 120.00 feet;

thence N89°02'22"W, 366.99 feet to the aforementioned East Right-of-Way line of Willow Grove Road;

thence along said East Right-of-Way line (L47) N00°27'22"W, 75.00 feet;

thence (L48) S89°02'22"E, 266.99 feet;

thence (L49) N00°27'22"W, 139.32 feet;

thence (L50) S89°51'52"E, 140.19 feet;

thence N00°27'22"W, 930.00 feet to the POINT OF BEGINNING "AREA G"; Containing ±10.065 acres.



PROPOSED DATED MARCH 26, 2015

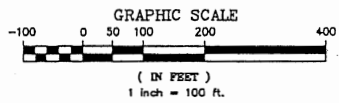
OAK FOREST CONDOMINIUM		
LEGAL DESCRIPTION		
DES. - SUR. DEC. SCALE	JOB NO. 2000-250	PROFESSIONAL ENGINEERING ASSOCIATES
DR. D/C P.M. KN	DATE 03-26-15 DWG. NO. 2	

SURVEYOR'S CERTIFICATE

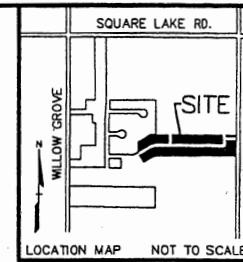
I, DANIEL L. COLE, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS OAK FOREST OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2036, AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION: THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED. THAT THE BEARINGS, AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

3/26/15 *Daniel Cole*

DATE DANIEL L. COLE, PROFESSIONAL SURVEYOR NO. 59791
PROFESSIONAL ENGINEERING ASSOCIATES, INC.
2430 ROCHESTER COURT SUITE 100
TROY, MICHIGAN 48063



NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)

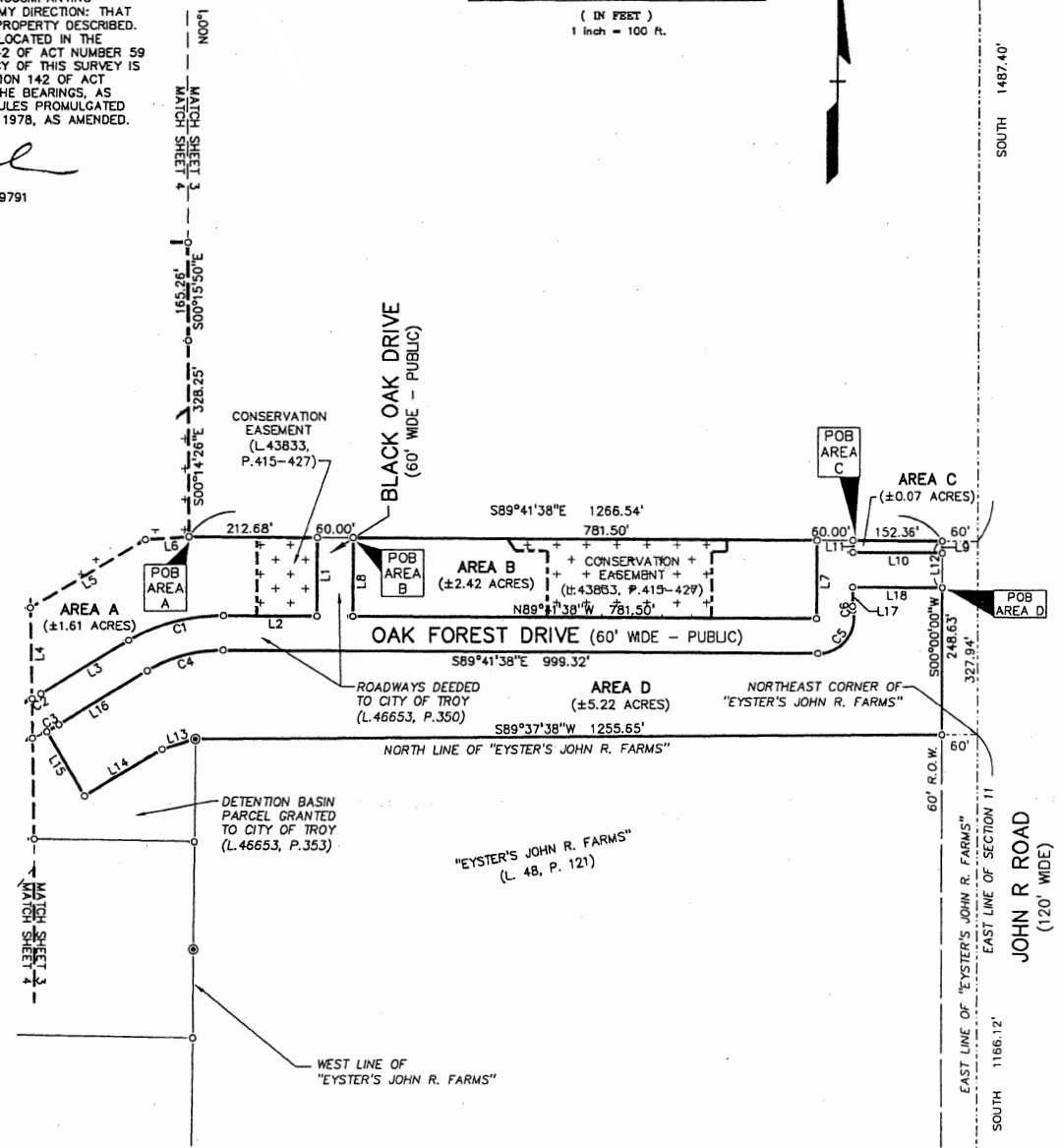


Curve Table - Phase 1

Curve #	Length	Radius	Delta	Chord	CH. BRG.
C1	166.10	305.00	31°12'10"	164.06	S74°42'17"W
C2	17.02	245.00	3°58'45"	17.01	S61°05'35"W
C3	23.59	310.77	4°20'58"	23.59	N61°20'28"E
C4	133.42	245.00	31°12'10"	131.78	S74°42'17"W
C5	109.18	60.00	104°15'22"	94.73	N38°10'41"E
C6	6.97	28.00	14°15'22"	6.95	S06°49'19"E

Line Table - Phase 1

Line #	Length	Direction
L1	135.03	S00°18'22"W
L2	155.11	N89°41'38"W
L3	174.81	S59°06'12"W
L4	155.24	N00°52'17"W
L5	227.34	N59°06'12"E
L6	73.72	N86°23'39"E
L7	135.03	S00°18'22"W
L8	135.03	N00°18'22"E
L9	20.03	S00°00'00"W
L10	152.47	N89°41'38"W
L11	20.03	N00°18'22"E
L12	80.03	S00°00'00"W
L13	58.78	S73°07'15"W
L14	153.00	S59°06'12"W
L15	125.91	N30°53'48"W
L16	174.82	N59°06'02"E
L17	33.33	N00°18'22"E
L18	152.79	S89°41'38"E



SURVEYOR'S NOTES:

- BEARINGS ARE BASED ON THE EAST LINE OF "EYSTER'S JOHN R FARMS" UBER 48, PAGE 121.
- THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G). THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
- 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.
- SEE EASEMENT PLANS, (SHEETS 16 & 19) FOR EXISTING AND PROPOSED EASEMENTS WITHIN THE CURRENT DEVELOPMENT AREA.

SITE BENCHMARK:

ARROW ON HYDRANT, LOCATED 30' WEST OF WEST PROPERTY LINE OF SUBJECT PROPERTY ABUTTING SOUTH SIDE OF SQUARE LAKE RD. ALSO HAVING HOUSE # 1600 ON IT. ELEVATION: 670.42 (NAVD 88 DATUM)

SEE SHEET 4 FOR BENCHMARK LOCATION

PROPOSED DATED MARCH 26, 2015

<p>OAK FOREST CONDOMINIUM</p>	
<p>SURVEY PLAN</p>	
<p>PROFESSIONAL ENGINEERING ASSOCIATES</p>	

NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.655)



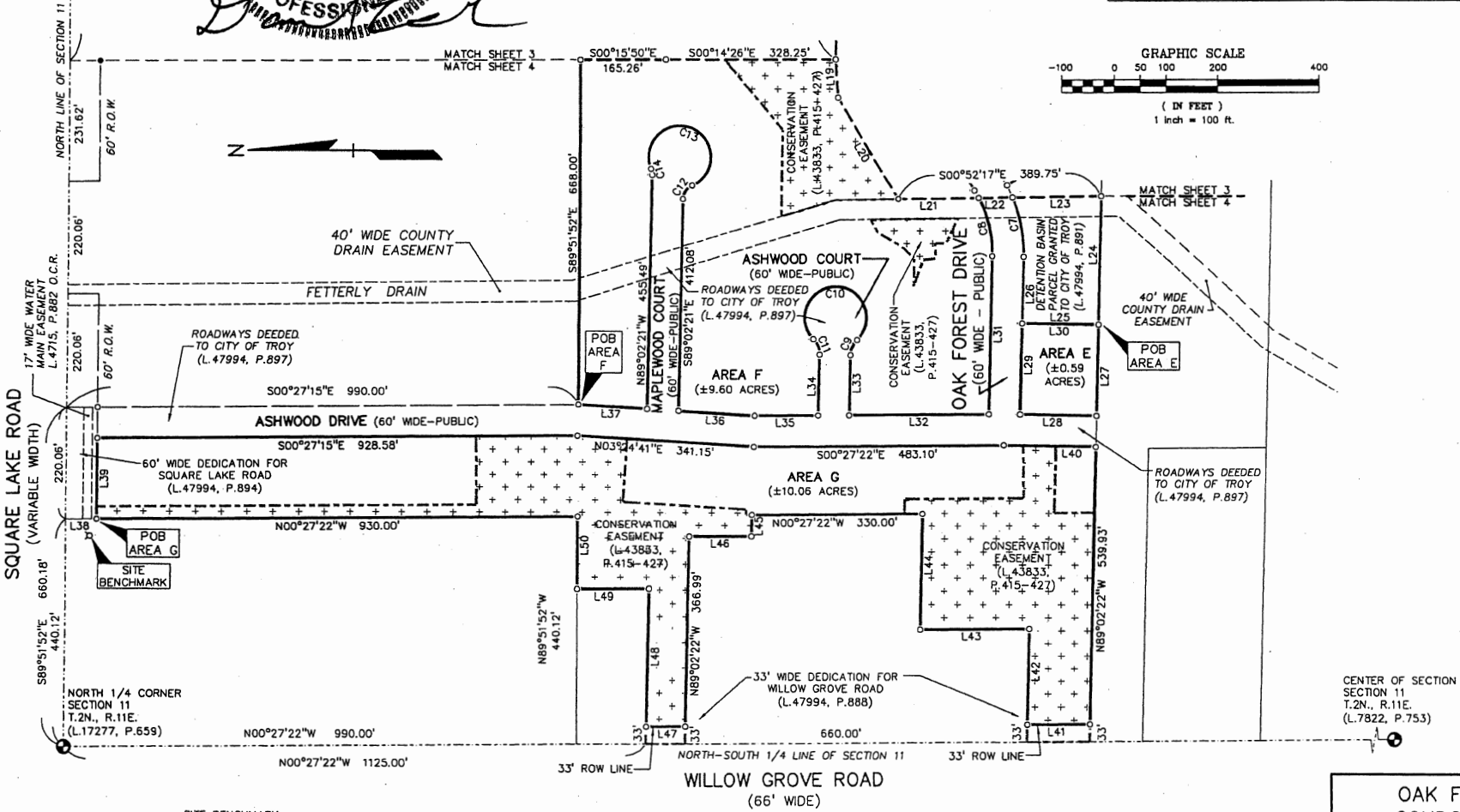
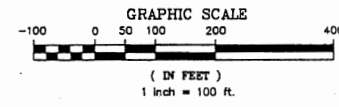
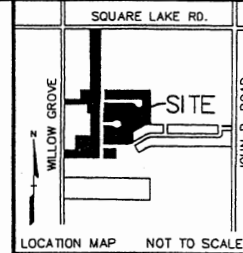
SURVEYOR'S NOTES:

- BEARINGS ARE BASED ON THE EAST LINE OF "EYSTER'S JOHN R FARMS" LIBER 48, PAGE 121.
- THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G), THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
- 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.
- SEE EASEMENT PLANS, (SHEETS 16 & 19) FOR EXISTING AND PROPOSED EASEMENTS WITHIN THE CURRENT DEVELOPMENT AREA.

LEGEND

- ⊙ SECTION CORNER
- ⊙ MONUMENT FOUND
- MONUMENT SET
- FOUND IRON
- C CALCULATED
- R RECORD
- M MEASURED

Curve Table - Phase 2					
Curve #	Length	Radius	Delta	Chord	CH. BRG.
C7	119.70	305.00	22°29'08"	118.93	N79°43'05"E
C8	119.21	245.00	27°52'42"	118.04	N77°01'18"E
C9	33.06	42.00	45°05'57"	32.21	N66°29'22"W
C10	282.95	60.00	270°11'54"	84.71	N00°57'39"E
C11	33.06	42.00	45°05'57"	32.21	N68°24'41"E
C12	34.25	30.00	65°24'27"	32.42	N56°20'07"W
C13	281.58	60.00	268°53'29"	85.67	N21°55'22"E
C14	12.30	30.00	23°29'02"	12.21	N79°13'08"E



Line Table - Phase 2		
Line #	Length	Direction
L19	73.72	S86°23'39"W
L20	227.34	S59°06'12"W
L21	155.24	S00°52'17"E
L22	65.28	S00°52'17"E
L23	169.23	S00°52'17"E
L24	250.39	N89°02'22"W
L25	145.96	S00°57'39"W
L26	128.33	S89°02'21"E
L27	176.50	N89°02'22"W
L28	145.96	N00°57'38"E
L29	176.50	S89°02'21"E
L30	145.96	S00°57'39"W
L31	305.56	N89°02'21"W
L32	270.08	N00°27'22"W
L33	116.27	S89°02'21"E
L34	117.76	N89°02'21"W
L35	122.45	N00°27'22"W
L36	147.72	N03°24'41"E
L37	133.36	N03°24'41"E
L38	60.00	S00°27'22"E
L39	160.05	S89°51'52"E
L40	175.96	S00°57'38"W
L41	120.00	N00°27'22"W
L42	186.99	S89°02'22"E
L43	210.00	N00°27'22"W
L44	222.24	S89°02'22"E
L45	42.24	N89°02'22"W
L46	120.00	N00°27'22"W
L47	75.00	N00°27'22"W
L48	266.99	S89°02'22"E
L49	139.32	N00°27'22"W
L50	140.19	S89°51'52"E

SITE BENCHMARK:

ARROW ON HYDRANT, LOCATED 30' WEST OF WEST PROPERTY LINE OF SUBJECT PROPERTY ABUTTING SOUTH SIDE OF SQUARE LAKE RD. ALSO HAVING HOUSE # 1600 ON IT. ELEVATION: 670.42 (NAVD 88 DATUM)

OAK FOREST CONDOMINIUM

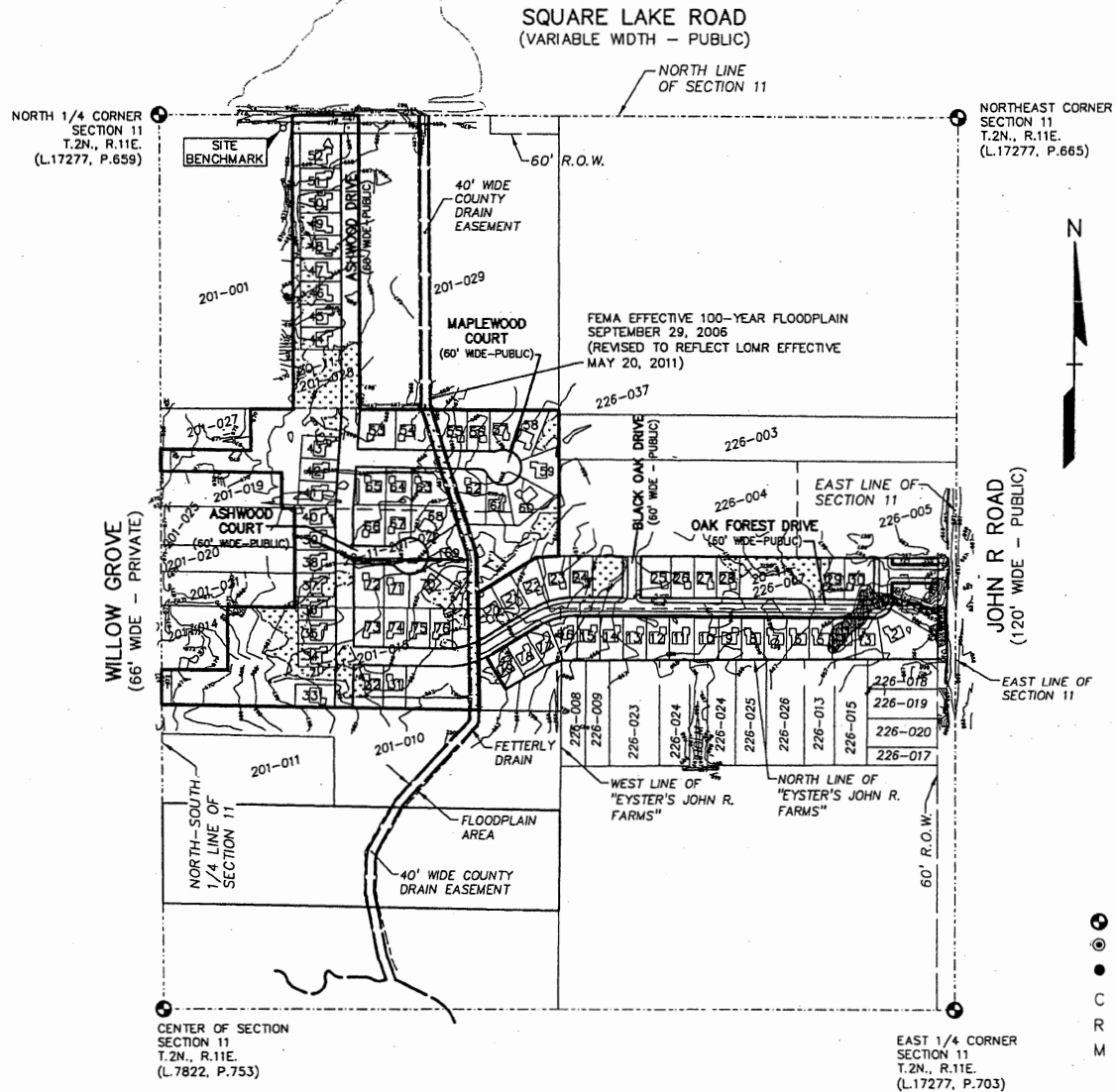
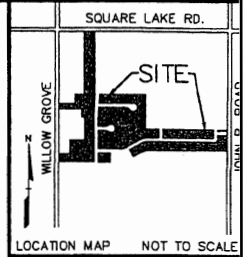
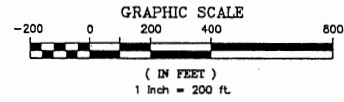
SURVEY PLAN

PROPOSED DATED MARCH 26, 2015

PEA PROFESSIONAL ENGINEERING ASSOCIATES

SITE BENCHMARK:

ARROW ON HYDRANT, LOCATED 30' WEST OF WEST PROPERTY LINE OF SUBJECT PROPERTY ABUTTING SOUTH SIDE OF SQUARE LAKE RD. ALSO HAVING HOUSE # 1600 ON IT. ELEVATION: 670.42 (NAVD 88 DATUM)



Handwritten signature of Daniel L. Cole

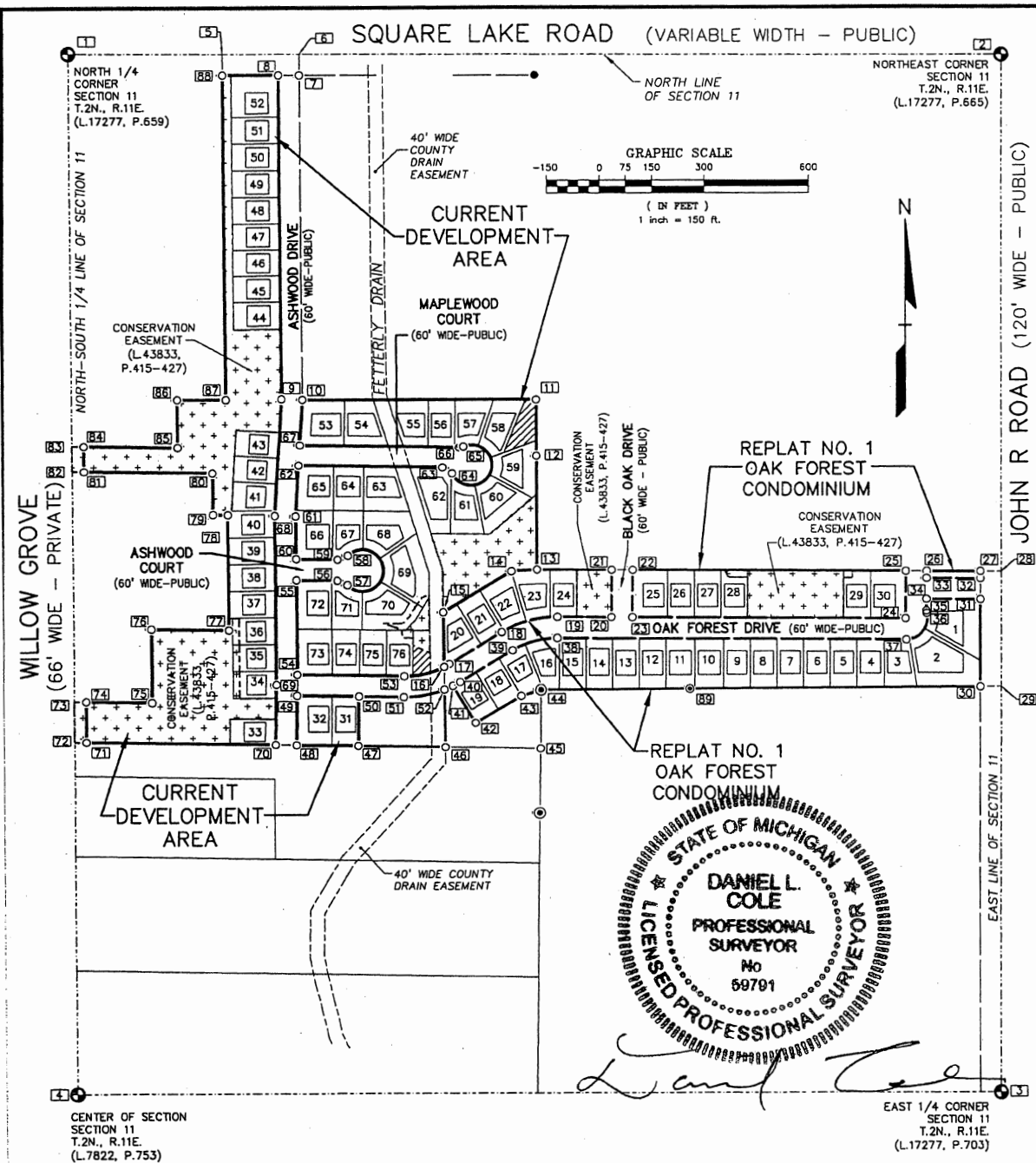


- LEGEND**
- SECTION CORNER
 - ⊙ MONUMENT FOUND
 - FOUND IRON
 - C CALCULATED
 - R RECORD
 - M MEASURED

OAK FOREST CONDOMINIUM		PEA PROFESSIONAL ENGINEERING ASSOCIATES
FLOODPLAIN PLAN		
DES. - SUR. DC	SCALE 1" = 200'	JOB NO. 2000250
DN. D.L.C.	P.M. KN	DATE 03-26-15
		DWG. NO. 5

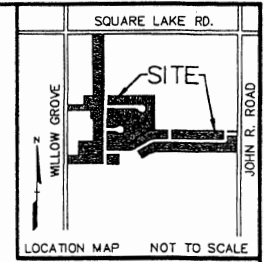
2430 Rochester Ct., Suite 100
Troy, MI 48065-1872
(248) 628-9000

PROPOSED DATED MARCH 26, 2015



Point Table		
Point #	Northing	Easting
1	10000.0000	10000.0000
2	9993.6916	12664.6837
3	7012.2193	12664.6835
4	7009.2719	10023.8041
5	9998.9581	10440.1188
6	9998.4371	10660.1781
7	9938.4358	10660.6537
8	9938.5778	10600.6507
9	9010.0272	10608.0108
10	9008.4695	10668.0250
11	9006.8891	11336.0231
12	8841.6259	11336.7845
13	8513.3959	11338.1473
14	8508.7422	11264.5881
15	8392.0041	11069.5068
16	8236.7799	11071.8677
17	8245.0034	11086.7601
18	8334.7672	11236.7645
19	8378.0438	11395.0087
20	8377.2322	11550.0991
21	8512.2426	11550.8358
22	8511.9220	11610.8349
23	8376.9116	11610.0982
24	8372.7193	12391.6024
25	8507.7638	12392.3085
26	8507.4262	12452.3229
27	8506.6122	12604.6836
28	8506.2916	12664.6836
29	8178.3416	12664.6836
30	8177.9512	12604.6836
31	8426.5707	12604.6836
32	8486.5715	12604.6836
33	8487.3961	12452.2159
34	8427.3870	12451.8954
35	8394.0691	12451.7173
36	8387.1693	12452.5427
37	8312.7057	12393.9918
38	8318.0446	11394.6881
39	8283.2814	11267.5740
40	8193.5177	11117.5696
41	8182.1962	11096.8736
42	8074.1515	11161.5284
43	8152.7156	11292.8170
44	8169.7818	11349.0615
45	7997.7347	11347.4750

Point Table		
Point #	Northing	Easting
46	8002.2959	11075.4341
47	8006.4934	10825.0821
48	8009.4522	10648.6079
49	8155.3914	10651.0548
50	8152.4316	10827.5300
51	8150.2796	10955.8401
52	8156.0241	11054.6159
53	8210.2711	10956.8463
54	8215.3953	10651.3280
55	8485.4695	10649.1780
56	8483.5195	10765.4353
57	8470.6693	10794.9738
58	8555.3633	10796.3944
59	8543.5110	10766.4416
60	8545.4860	10648.7002
61	8667.9312	10647.7255
62	8815.3929	10656.5154
63	8808.4818	11068.5418
64	8790.5116	11095.5230
65	8869.9863	11127.5083
66	8867.7023	11115.5136
67	8875.3414	10660.0889
68	8669.4795	10587.7112
69	8186.3936	10591.5570
70	8010.4580	10588.6164
71	8019.5094	10048.7644
72	8020.0628	10015.7589
73	8140.0590	10014.8038
74	8139.5056	10047.8093
75	8136.3708	10234.7757
76	8346.3642	10233.1040
77	8342.6557	10455.2936
78	8672.6288	10452.6819
79	8673.3634	10410.4416
80	8793.3330	10409.4965
81	8799.4853	10042.5563
82	8800.0387	10009.5509
83	8875.0363	10008.9539
84	8874.4829	10041.9594
85	8870.0070	10308.9135
86	9009.3218	10307.8044
87	9008.9901	10447.9982
88	9938.9738	10440.5810
89	8172.5531	11775.0125



LEGEND

- SECTION CORNER
- ⊙ MONUMENT FOUND
- MONUMENT SET
- FOUND IRON
- ⊕ COORDINATE NUMBER
- CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT
- 4 UNIT BOUNDARY, UNIT NUMBER AND SETBACK LINE

- NOTES:**
- UNITS 1-30 AND INFRASTRUCTURE HAS BEEN BUILT.
 - UNITS 31-76 AND INFRASTRUCTURE MUST BE BUILT.
 - THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G). THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
 - 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.



OAK FOREST CONDOMINIUM

SITE PLAN

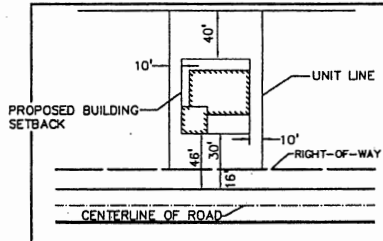
PEA
 PROFESSIONAL ENGINEERING ASSOCIATES

DES. - SUR. DC SCALE 1" = 150' JOB NO. 2000250
 DR. D.C. P.M. KH DATE 03-26-15 DWG. NO. 6
 2430 Rochester Ct. Suite 100 Troy, MI 48068-1076 (248) 888-0000

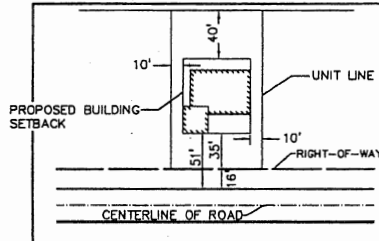
PROPOSED DATED MARCH 26, 2015

LEGEND

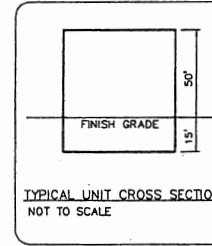
- ⊕ SECTION CORNER
- MONUMENT FOUND
- MONUMENT SET
- FOUND IRON
- COORDINATE NUMBER
- ▨ CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT



DETAIL: TYPICAL DIMENSIONS FOR LOTS 14-54, 56-61, 63-75
DETAIL SCALE: 1"=50'

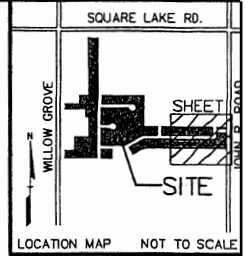


DETAIL: TYPICAL DIMENSIONS FOR LOTS 1-13
DETAIL SCALE: 1"=50'

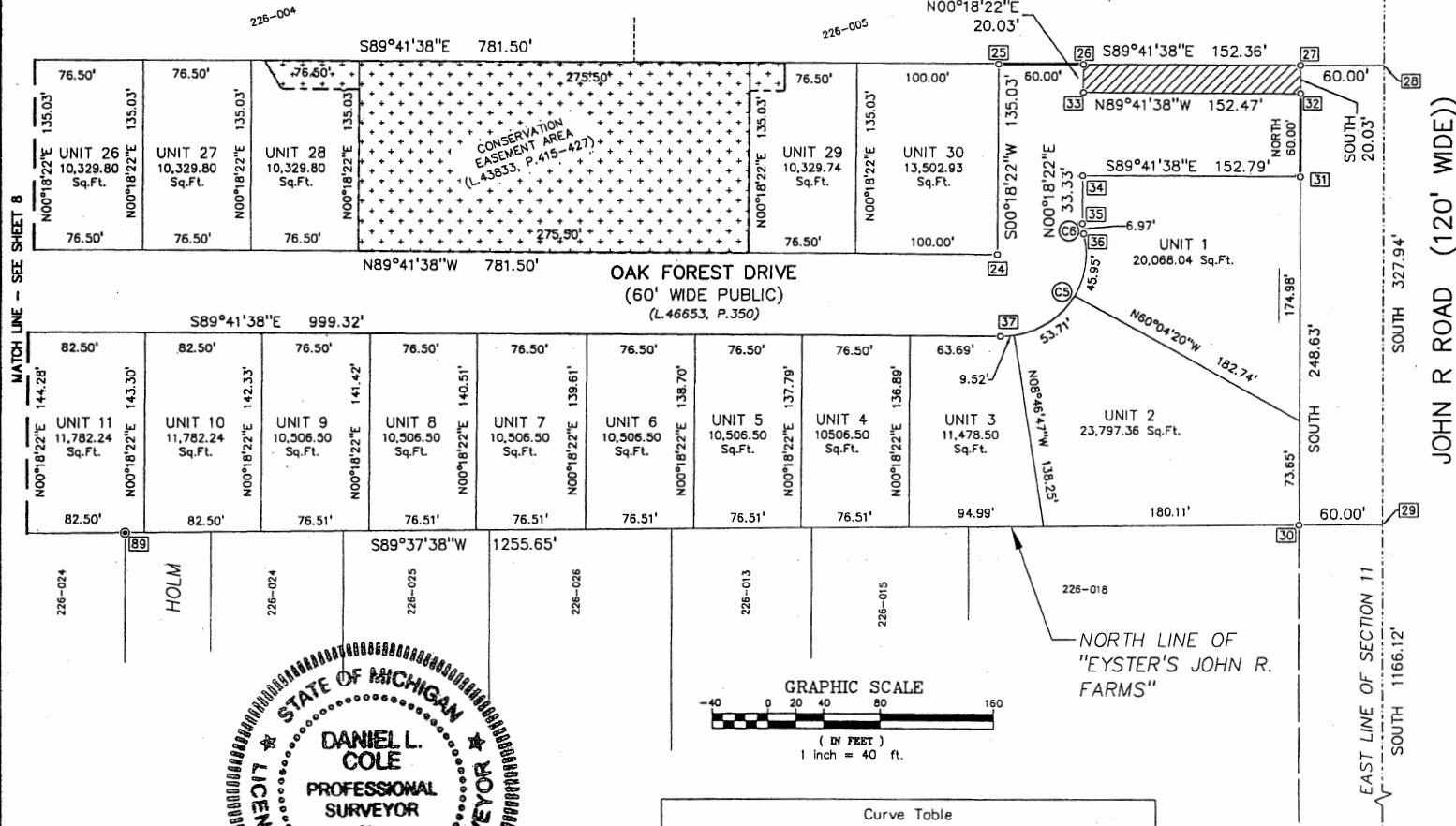


TYPICAL UNIT CROSS SECTION
NOT TO SCALE

NE CORNER SECTION 11
T.2N., R.11E.
(L.17277, P.665)



LOCATION MAP NOT TO SCALE

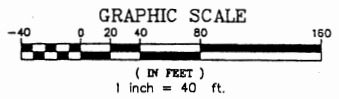


Point Table		
Point #	Northing	Easting
24	8372.7193	12391.6024
25	8507.7638	12392.3085
26	8507.4262	12452.3229
27	8506.6122	12604.6836
28	8506.2916	12664.6836
29	8178.3416	12664.6836
30	8177.9512	12604.6836
31	8426.5707	12604.6836
32	8486.5715	12604.6836
33	8487.3961	12452.2159
34	8427.3870	12451.8954
35	8394.0691	12451.7173
36	8387.1693	12452.5427
37	8313.3979	12403.4706
89	8172.5531	11775.0125

- NOTES:
- UNITS 1-30 AND INFRASTRUCTURE HAS BEEN BUILT.
 - UNITS 31-76 AND INFRASTRUCTURE MUST BE BUILT.
 - THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G). THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
 - 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.



Daniel L. Cole



Curve Table					
Curve #	Length	Radius	Delta	Chord	CH. BRG.
C5	109.18	60.00	104°15'22"	94.73	N38°10'41"E
C6	6.97	28.00	14°15'22"	6.95	N06°49'19"W

EAST 1/4 CORNER SECTION 11
T.2N., R.11E.
(L. 17277, P. 703)

PROPOSED DATED MARCH 26, 2015

OAK FOREST CONDOMINIUM

UNIT PLAN

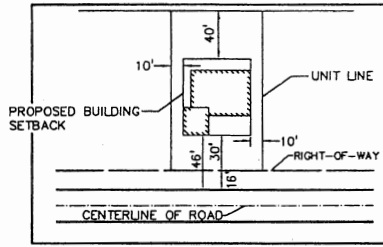
PEA

PROFESSIONAL ENGINEERING ASSOCIATES

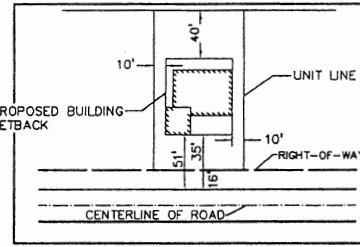
1430 Beukema Ct., Suite 10
Troy, MI 48065-1872
(248) 699-9090

LEGEND

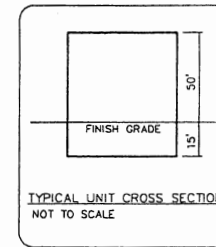
- SECTION CORNER
- ⊙ MONUMENT FOUND
- MONUMENT SET
- FOUND IRON
- # COORDINATE NUMBER
- CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT



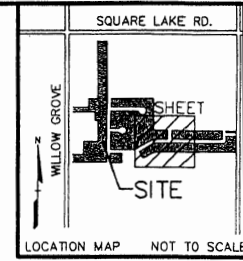
DETAIL: TYPICAL DIMENSIONS FOR LOTS 14-54, 56-61, 63-75
DETAIL SCALE: 1"=50'



DETAIL: TYPICAL DIMENSIONS FOR LOTS 1-13
DETAIL SCALE: 1"=50'

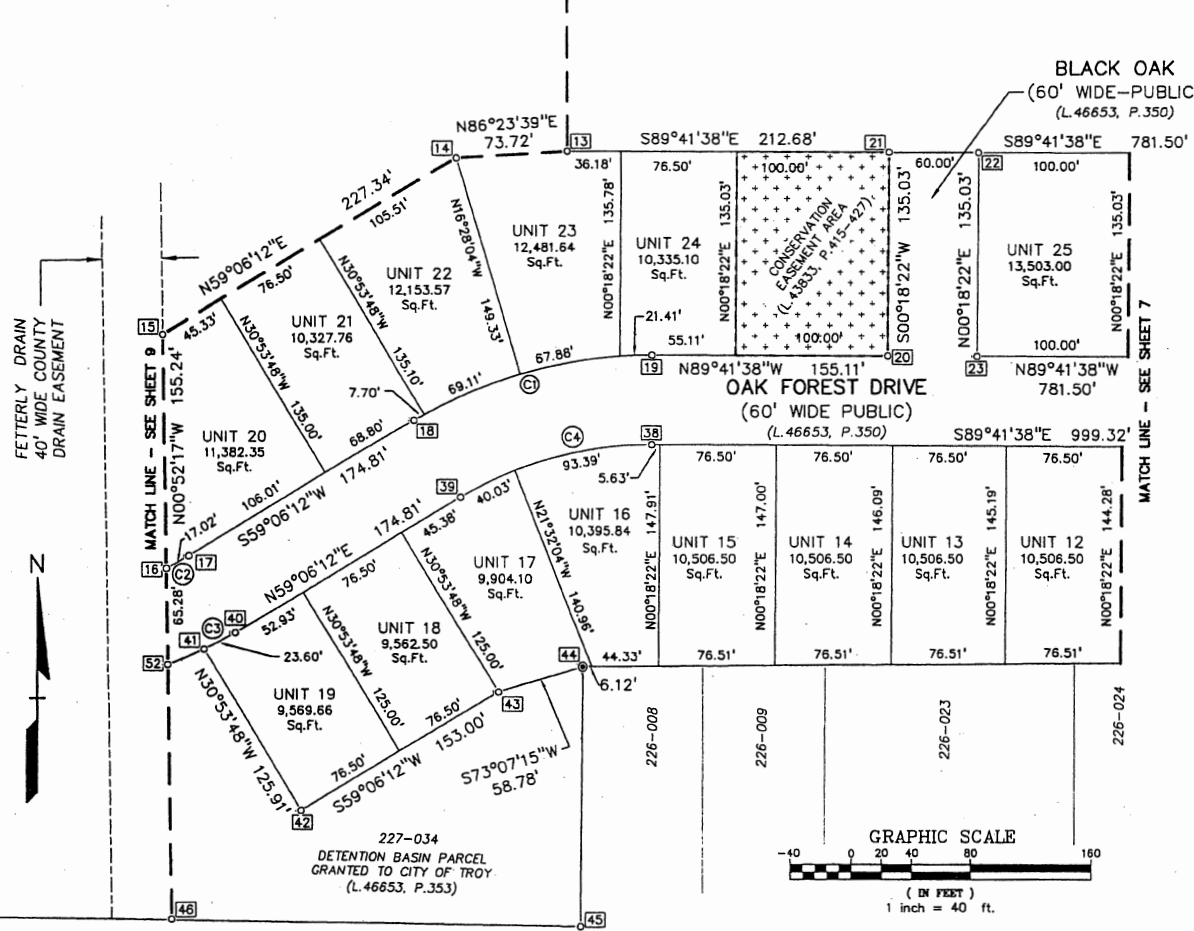


TYPICAL UNIT CROSS SECTION
NOT TO SCALE



LOCATION MAP NOT TO SCALE

Curve Table					
Curve #	Length	Radius	Delta	Chord	CH. BRG.
C1	166.10	305.00	31°12'10"	164.06	S74°42'17"W
C2	17.02	245.00	3°58'45"	17.01	S61°05'35"W
C3	23.60	305.00	4°25'58"	23.59	N61°19'11"E
C4	133.42	245.00	31°12'10"	131.78	N74°42'17"E



Point Table		
Point #	Northing	Easting
13	8513.3959	11338.1473
14	8508.7422	11264.5881
15	8392.0041	11069.5068
16	8236.7799	11071.8677
17	8245.0034	11086.7601
18	8334.7672	11236.7645
19	8378.0438	11395.0087
20	8377.2322	11550.0991
21	8512.2426	11550.8358
22	8511.9220	11610.8349
23	8376.9116	11610.0982
38	8318.0446	11394.6881
39	8283.2814	11267.5740
40	8193.5177	11117.5696
41	8182.1962	11096.8736
42	8074.1515	11161.5284
43	8152.7156	11292.8170
44	8169.7818	11349.0615
45	7997.7347	11347.4750
46	8002.2959	11075.4341
52	8156.0241	11054.6159

STATE OF MICHIGAN
 DANIEL L. COLE
 PROFESSIONAL SURVEYOR
 No 59791
 LICENSED PROFESSIONAL SURVEYOR

Daniel Cole

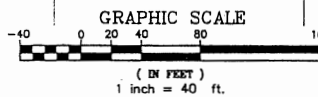
- NOTES:
- UNITS 1-30 AND INFRASTRUCTURE HAS BEEN BUILT.
 - UNITS 31-76 AND INFRASTRUCTURE MUST BE BUILT.
 - THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G). THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
 - 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.

PROPOSED DATED MARCH 26, 2015

OAK FOREST CONDOMINIUM

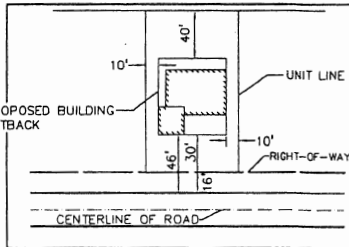
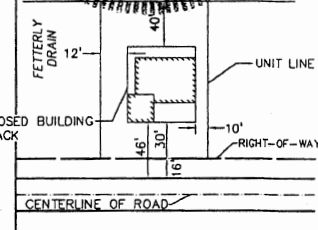
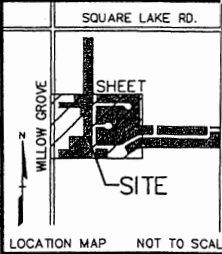
UNIT PLAN

PEA PROFESSIONAL ENGINEERING ASSOCIATES

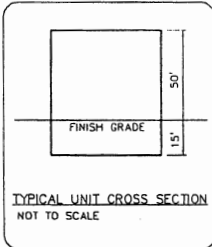


NORTH 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.659)

MATCH-LINE
SEE SHEET 10



- NOTES:
1. UNITS 1-30 AND INFRASTRUCTURE HAS BEEN BUILT.
 2. UNITS 31-76 AND INFRASTRUCTURE MUST BE BUILT.
 3. THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G). THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
 4. 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.



OAK FOREST CONDOMINIUM

UNIT PLAN

PROFESSIONAL ENGINEERING ASSOCIATES

DESIGNED BY: SUR DC SCALE 1" = 50' JOB NO. 2000250
 DRAWN BY: P.M. KN DATE 03-26-15 DWG. NO. 9
 2400 Rochester Ct. Suite 100
 Troy, MI 48065-1972
 (248) 696-9000

33' WIDE DEDICATION FOR WILLOW GROVE ROAD (L.47994, P.888)

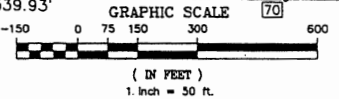
LEGEND

- SECTION CORNER
- MONUMENT FOUND
- MONUMENT SET
- FOUND IRON
- COORDINATE NUMBER
- ▨ CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT

Curve Table				
Curve #	Length	Radius	Delta	CH. BRG.
C7	119.70	305.00	22°29'08"	N79°43'05"E
C8	119.21	245.00	27°52'42"	S77°01'18"W
C9	33.06	42.00	45°05'57"	S66°29'22"E
C10	282.95	60.00	270°11'54"	N00°57'39"E
C11	33.06	42.00	45°05'57"	S68°24'41"W
C12	34.25	30.00	65°24'27"	S56°20'07"E
C13	281.58	60.00	268°53'29"	N21°55'22"E
C14	12.30	30.00	23°29'02"	S79°13'08"W

SEE SHEET 10 FOR COORDINATE INFORMATION

WILLOW GROVE (66' WIDE)
33' WIDE DEDICATION FOR WILLOW GROVE ROAD (L.47994, P.888)

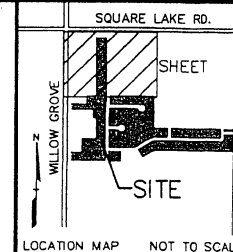
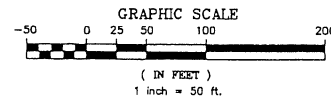


CENTER OF SECTION SECTION 11
T.2N., R.11E.
(L.7822, P.753)

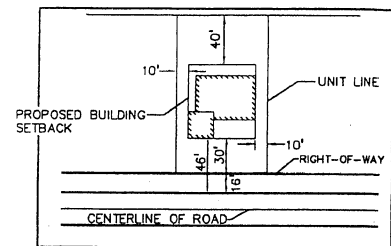
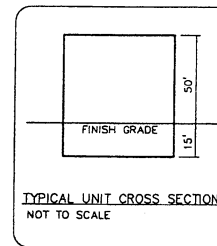
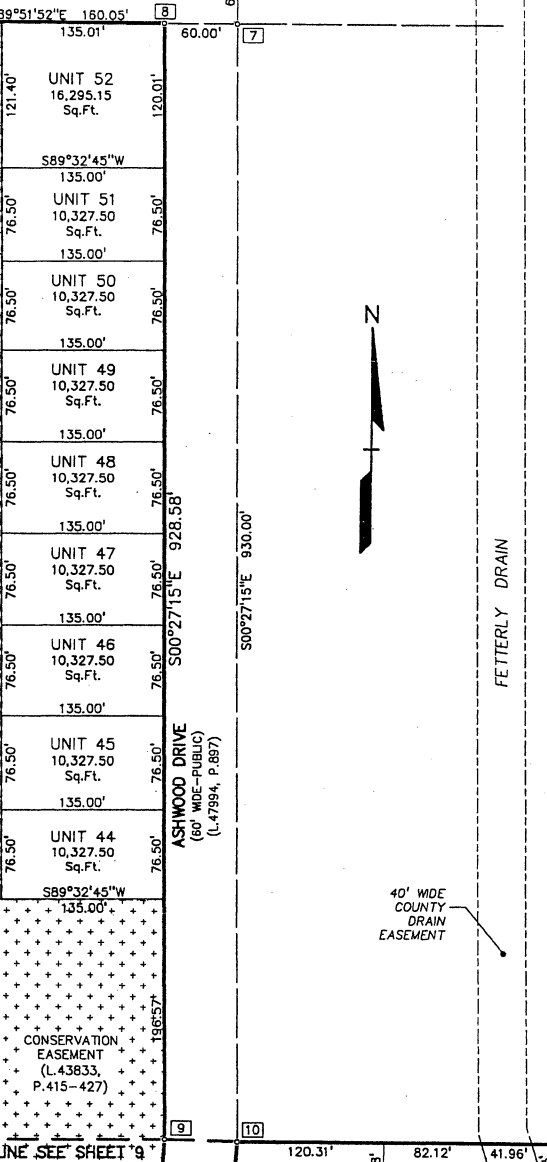
NORTH 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.659)

SQUARE LAKE ROAD
(VARIABLE WIDTH)

NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)



Point Table			Point Table		
Point #	Northing	Easting	Point #	Northing	Easting
1	10000.0000	10000.0000	66	8867.7023	11115.5136
2	9993.6916	12664.6837	67	8875.3414	10660.0889
3	7012.2193	12664.6835	68	8669.4795	10587.7112
4	7009.2719	10023.8041	69	8186.3936	10591.5570
5	9998.9581	10440.1188	70	8010.4580	10588.6164
6	9998.4371	10660.1781	71	8019.5094	10048.7644
7	9938.4358	10660.6537	72	8020.0628	10015.7589
8	9938.5778	10600.6507	73	8140.0590	10014.8038
9	9010.0272	10608.0108	74	8139.5056	10047.8093
10	9008.4695	10668.0250	75	8136.3708	10234.7757
11	9006.8891	11336.0231	76	8346.3642	10233.1040
12	8841.6259	11336.7845	77	8342.6557	10455.2936
13	8513.3959	11338.1473	78	8672.6288	10452.6819
14	8508.7422	11264.5881	79	8673.3634	10410.4416
15	8392.0041	11069.5068	80	8793.3330	10409.4965
16	8236.7799	11071.8677	81	8799.4853	10042.5563
46	8002.2959	11075.4341	82	8800.0387	10009.5509
47	8006.4934	10825.0821	83	8875.0363	10008.9539
48	8009.4522	10648.6079	84	8874.4829	10041.9594
49	8155.3914	10651.0548	85	8870.0070	10308.9135
50	8152.4316	10827.5300	86	9009.3218	10307.8044
51	8150.2796	10955.8401	87	9008.9901	10447.9982
52	8156.0241	11054.6159	88	9938.9738	10440.5810
53	8210.2711	10956.8463			
54	8215.3953	10651.3280			
55	8485.4695	10649.1780			
56	8483.5195	10765.4353			
57	8470.6693	10794.9738			
58	8555.3633	10796.3944			
59	8543.5110	10766.4416			
60	8545.4860	10648.7002			
61	8667.9312	10647.7255			
62	8815.3929	10656.5154			
63	8808.4818	11068.5418			
64	8790.5116	11095.5230			
65	8869.9863	11127.5083			



- NOTES:
- UNITS 1-30 AND INFRASTRUCTURE HAS BEEN BUILT.
 - UNITS 31-76 AND INFRASTRUCTURE MUST BE BUILT.
 - THE CURRENT DEVELOPMENT AREA IS COMPOSED OF 3 AREAS (E THROUGH G). THE COMBINED SIZE OF THESE 3 AREAS IS ±20.26 ACRES.
 - 4 AREAS (A THROUGH D) HAVE BEEN DEVELOPED. THE COMBINED SIZE OF THESE 4 AREAS IS ±9.32 ACRES.

- LEGEND
- ⊙ SECTION CORNER
 - ⊙ MONUMENT FOUND
 - MONUMENT SET
 - FOUND IRON
 - # COORDINATE NUMBER
 - ⊕ CONSERVATION EASEMENT AREA (L.43833, P.415-427)
 - ▨ GENERAL COMMON ELEMENT



Daniel Cole

OAK FOREST
CONDOMINIUM

UNIT PLAN



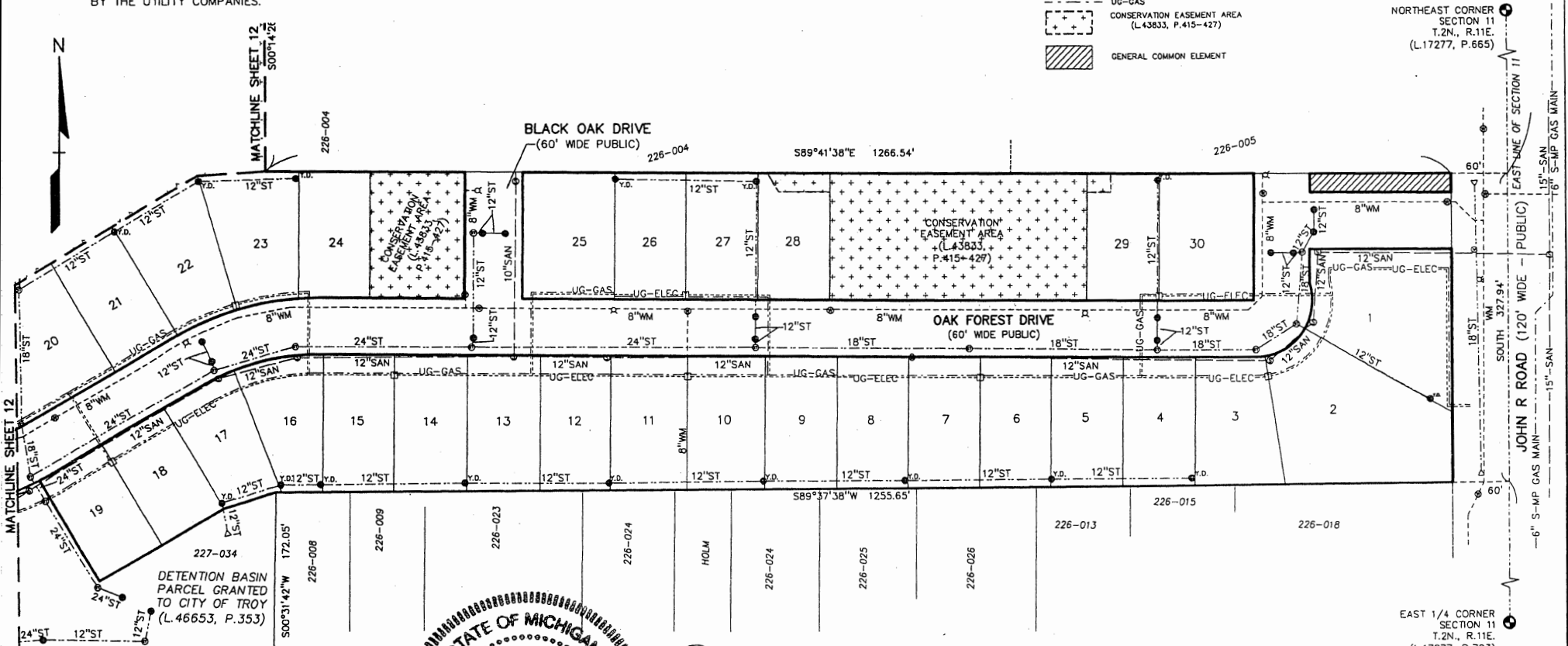
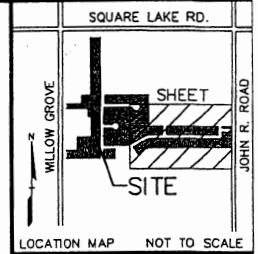
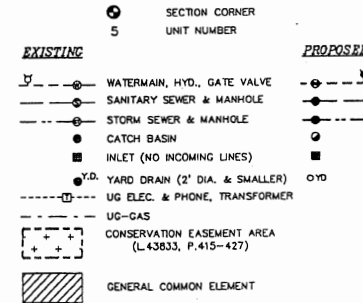
PROPOSED DATED MARCH 26, 2015

DES.	SUR.	DC	SCALE 1" = 50'	JOB NO. 2000250
DN.GWC/DN	P.M.	KN	DATE 03-26-15	DWG. NO. 10

UTILITY NOTES:

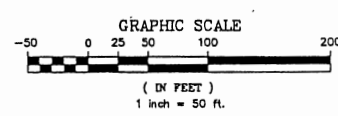
- ALL UNITS TO BE SERVED WITH SANITARY SEWER, STORM SEWER AND WATER MAIN BY THE CITY OF TROY.
- ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS ENERGY COMPANY.
- ALL UNITS TO BE SERVICED WITH ELECTRICITY BY DTE.
- ALL UNITS TO BE SERVICED WITH TELEPHONE BY AT&T.
- UTILITY INFORMATION FOR UNITS 1-30 SHOWN IS BASED ON A FIELD SURVEY BY P.E.A., INC. AND ON INFORMATION PROVIDED BY THE UTILITY COMPANIES.
- ALL UTILITY MAINS SHOWN ON THIS SHEET HAVE BEEN BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS SHEET, INCLUDING ANY UTILITY SERVICE LEADS, NEED NOT BE BUILT.
- ALL EASEMENTS FOR SANITARY SEWER, STORM SEWER, WATER MAIN, AND ACCESS ARE SHOWN ON SHEETS 14, 15 AND 16.
- DETENTION PONDS MUST BE BUILT.

LEGEND



STATE OF MICHIGAN
 DANIEL L. COLE
 PROFESSIONAL SURVEYOR
 No 59791
 LICENSED PROFESSIONAL SURVEYOR

Daniel Cole



PROPOSED DATED MARCH 26, 2015

OAK FOREST CONDOMINIUM
 UTILITY PLAN

PEA PROFESSIONAL ENGINEERING ASSOCIATES

2430 Biberber Ct, Suite 100
 Troy, MI 48063-1872
 (248) 888-9000

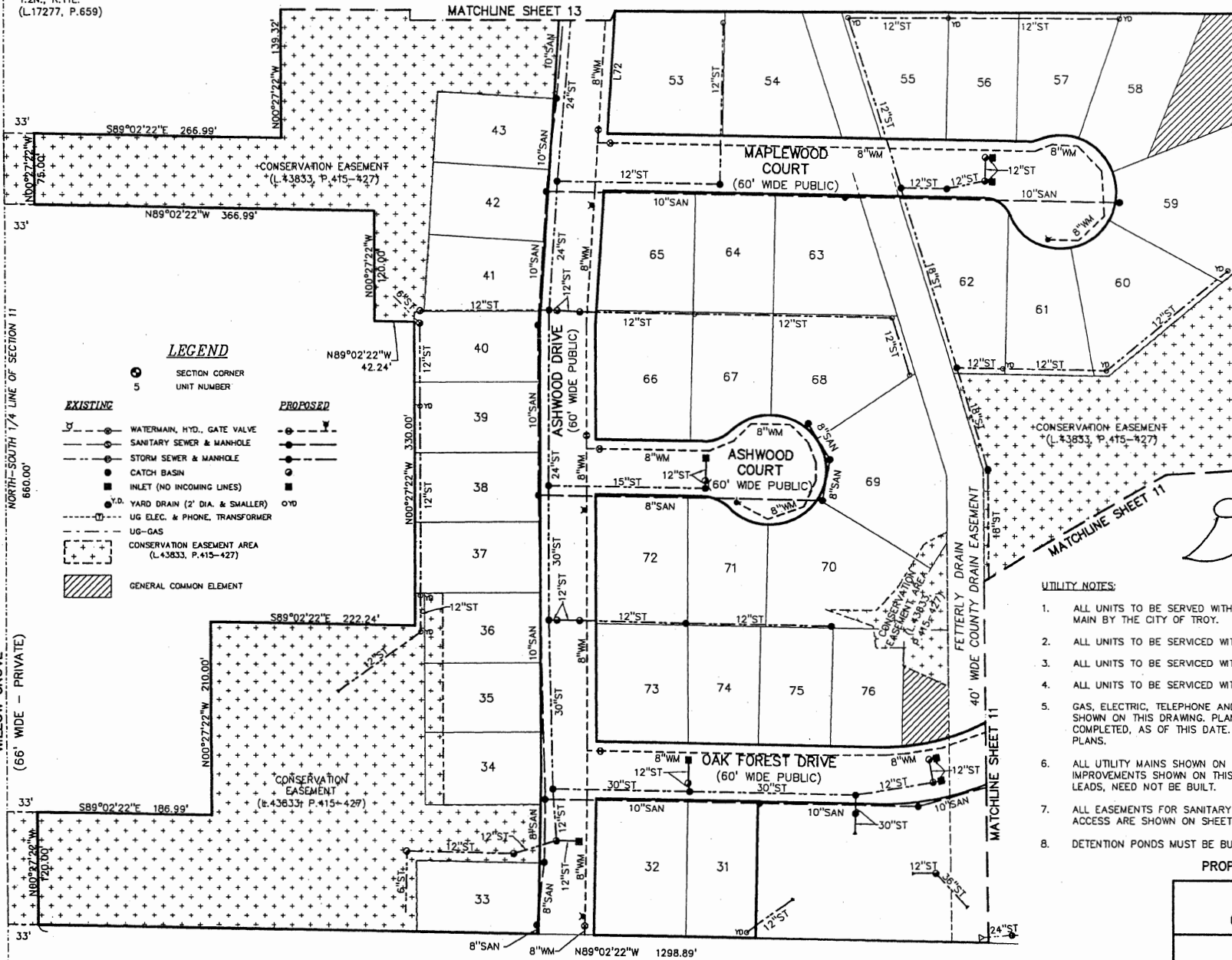
NORTH 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.659)

NORTH-SOUTH 1/4 LINE OF SECTION 11
660.00'

WILLOW GROVE
(66' WIDE - PRIVATE)

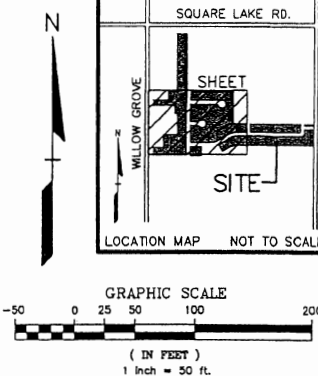
CENTER OF SECTION SECTION 11
T.2N., R.11E.
(L.7822, P.753)

MATCHLINE SHEET 13



LEGEND

- | | | | |
|--|----------------|--|----------------------------------------------------|
| | SECTION CORNER | | PROPOSED |
| | UNIT NUMBER | | |
| | EXISTING | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | CONSERVATION EASEMENT AREA
(L.43833, P.415-427) |
| | | | GENERAL COMMON ELEMENT |



Daniel Cole

UTILITY NOTES:

- ALL UNITS TO BE SERVED BY SANITARY SEWER, STORM SEWER AND WATER MAIN BY THE CITY OF TROY.
- ALL UNITS TO BE SERVICED WITH GAS BY CONSUMERS ENERGY COMPANY.
- ALL UNITS TO BE SERVICED WITH ELECTRICITY BY DTE.
- ALL UNITS TO BE SERVICED WITH TELEPHONE BY AT&T.
- GAS, ELECTRIC, TELEPHONE AND CABLE TV LINES FOR LOTS 31-76 ARE NOT SHOWN ON THIS DRAWING. PLANS FOR THESE FACILITIES HAVE NOT BEEN COMPLETED, AS OF THIS DATE. THESE UTILITIES WILL BE SHOWN ON AS-BUILT PLANS.
- ALL UTILITY MAINS SHOWN ON THIS SHEET MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS SHEET, INCLUDING ANY UTILITY SERVICE LEADS, NEED NOT BE BUILT.
- ALL EASEMENTS FOR SANITARY SEWER, STORM SEWER, WATER MAIN, AND ACCESS ARE SHOWN ON SHEETS 14, 15 AND 16.
- DETENTION PONDS MUST BE BUILT.

PROPOSED DATED MARCH 26, 2015

OAK FOREST CONDOMINIUM		
UTILITY PLAN		
DES. -	SUR. DC	SCALE 1" = 50'
DWG. D.L.C.	P.L.M. KH	DATE 03-26-15
JOB NO. 2000250		PROF. ENGINEERING ASSOCIATES
2400 Riverchase Ct. Suite 104 Troy, MI 48065-1972 (248) 688-9000		

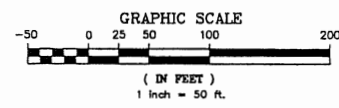
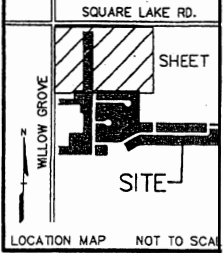
S89°51'52"E 660.18'
440.12'

NORTH 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.659)

SQUARE LAKE ROAD
(VARIABLE WIDTH - PUBLIC)

NORTH LINE OF SECTION 11
220.06' 220.06'

NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)



Daniel Cole

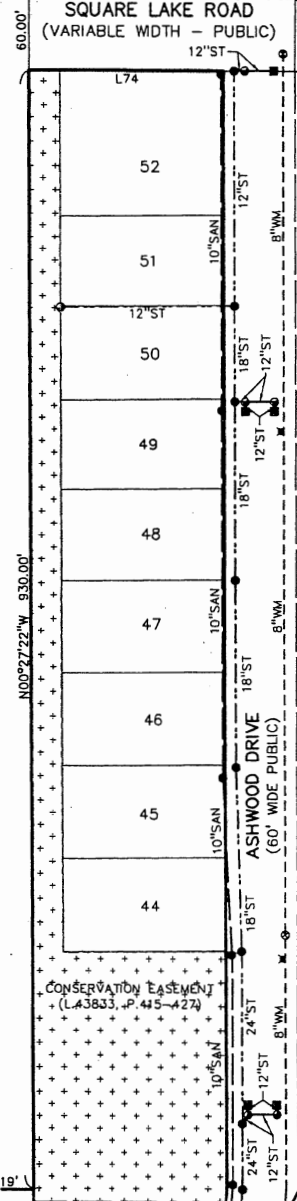
LEGEND

- | | | | |
|-----|-------------------------------------------------|---|-------------------------------|
| ● | SECTION CORNER | ○ | PROPOSED |
| 5 | UNIT NUMBER | ○ | WATERMAIN, HYD., GATE VALVE |
| --- | EXISTING | ○ | SANITARY SEWER & MANHOLE |
| --- | EXISTING | ○ | STORM SEWER & MANHOLE |
| ○ | CATCH BASIN | ○ | INLET (NO INCOMING LINES) |
| ○ | YARD DRAIN (2' DIA. & SMALLER) | ○ | UG ELEC. & PHONE, TRANSFORMER |
| ○ | UG GAS | ○ | UG GAS |
| + | CONSERVATION EASEMENT AREA (L.43833, P.415-427) | ○ | GENERAL COMMON ELEMENT |
| + | CONSERVATION EASEMENT AREA (L.43833, P.415-427) | ○ | GENERAL COMMON ELEMENT |

UTILITY NOTES:

- ALL UNITS TO BE SERVED WITH SANITARY SEWER, STORM SEWER AND WATER MAIN BY THE CITY OF TROY.
- ALL UNITS TO BE SERVED WITH GAS BY CONSUMERS ENERGY COMPANY.
- ALL UNITS TO BE SERVED WITH ELECTRICITY BY DTE.
- ALL UNITS TO BE SERVED WITH TELEPHONE BY AT&T.
- GAS, ELECTRIC, TELEPHONE AND CABLE TV LINES FOR LOTS 31-76 ARE NOT SHOWN ON THIS DRAWING. PLANS FOR THESE FACILITIES HAVE NOT BEEN COMPLETED, AS OF THIS DATE. THESE UTILITIES WILL BE SHOWN ON AS-BUILT PLANS.
- ALL UTILITY MAINS SHOWN ON THIS SHEET MUST BE BUILT. ALL OTHER IMPROVEMENTS SHOWN ON THIS SHEET, INCLUDING ANY UTILITY SERVICE LEADS, NEED NOT BE BUILT.
- ALL EASEMENTS FOR SANITARY SEWER, STORM SEWER, WATER MAIN, AND ACCESS ARE SHOWN ON SHEETS 14, 15 AND 16.
- DETENTION PONDS MUST BE BUILT.

WILLOW GROVE
(66' WIDE - PRIVATE)
NORTH-SOUTH 1/4 LINE OF SECTION 11
N00°27'22"W 990.00'



S89°51'52"E 140.19'

CENTER OF SECTION SECTION 11
T.2N., R.11E.
(L.7822, P.753)

MATCHLINE SHEET 12

OAK FOREST CONDOMINIUM		
UTILITY PLAN		
PROPOSED DATED MARCH 26, 2015		PROFESSIONAL ENGINEERING ASSOCIATES

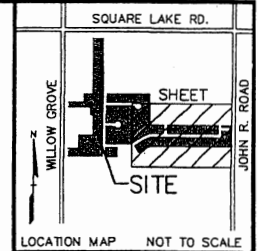


Daniel Cole

EASEMENT NOTES:

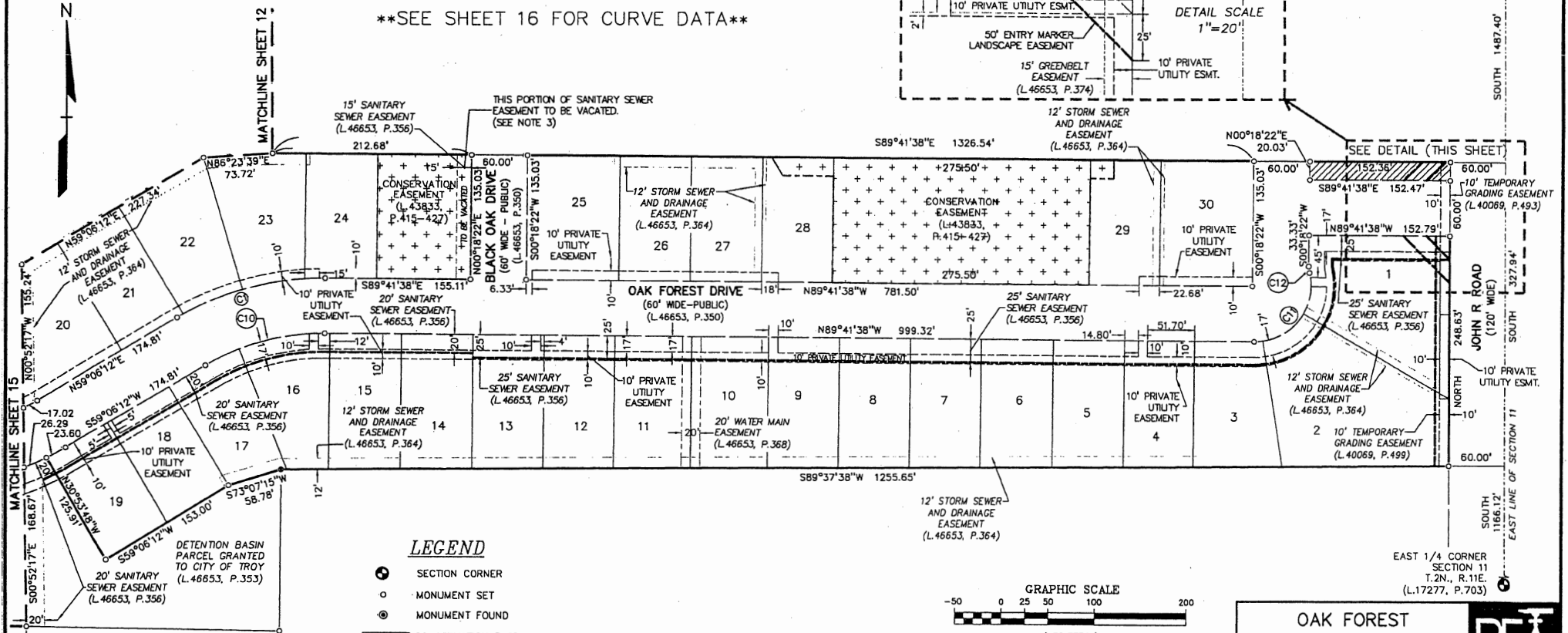
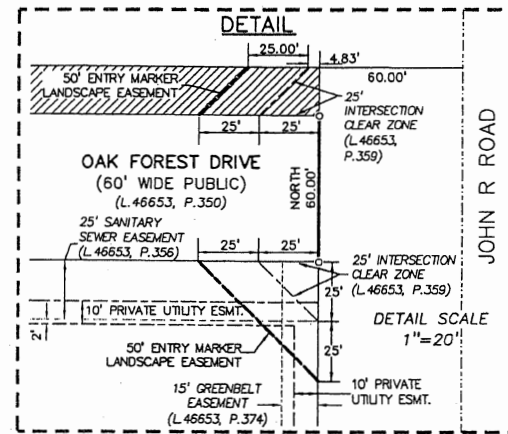
1. A 10 FOOT WIDE EASEMENT GRANTED TO DTE ELECTRIC, MICHIGAN BELL, CONSUMERS ENERGY, COMCAST, & WIDE OPEN WEST (RECORDED IN LIBER 46543, PAGES 891-894) IS TO BE VACATED AND REPLACED WITH THE 10' WIDE PRIVATE UTILITY EASEMENT AS DEPICTED ON THIS SHEET.
2. A 10 FOOT WIDE EASEMENT FOR PUBLIC UTILITIES GRANTED TO THE CITY OF TROY (RECORDED IN LIBER 46653, PAGES 361-363) IS TO BE VACATED AND REPLACED WITH THE 10' WIDE PRIVATE UTILITY EASEMENT AS DEPICTED ON THIS SHEET.
3. THAT PART OF THE SANITARY SEWER EASEMENT GRANTED TO THE CITY OF TROY (RECORDED IN LIBER 46653, PAGES 361-363) LYING WITHIN THE CONSERVATION EASEMENT IS TO BE VACATED.
4. ALL STORM WATER WITHIN THE DEVELOPMENT AREA DRAINS TO A DETENTION BASIN WITHIN A PARCEL OF LAND CONVEYED TO THE CITY OF TROY (WARRANTY DEED RECORDED IN LIBER 46653, PAGES 353-355)

SEE SHEET 16 FOR CURVE DATA



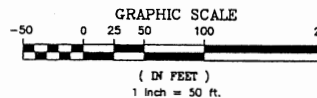
NORTHEAST CORNER SECTION 11 T.2N., R.11E. (L.17277, P.665)

SOUTH 1487.40'



LEGEND

- ⊙ SECTION CORNER
- MONUMENT SET
- ⊙ MONUMENT FOUND
- + + CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT



OAK FOREST CONDOMINIUM
EASEMENT PLAN

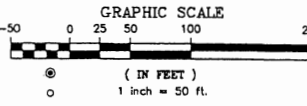
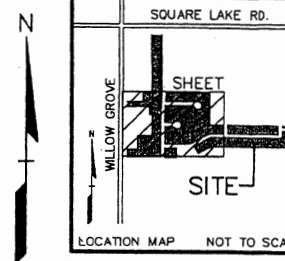
PROFESSIONAL ENGINEERING ASSOCIATES

2400 Rochester C. Drive 100 Troy, MI 48065-1872 (248) 886-0960

PROPOSED DATED MARCH 26, 2015

NORTH 1/4 CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.659)

MATCHLINE SHEET 16



LEGEND

- ⊙ SECTION CORNER
- MONUMENT SET
- ⊙ MONUMENT FOUND
- + + CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT

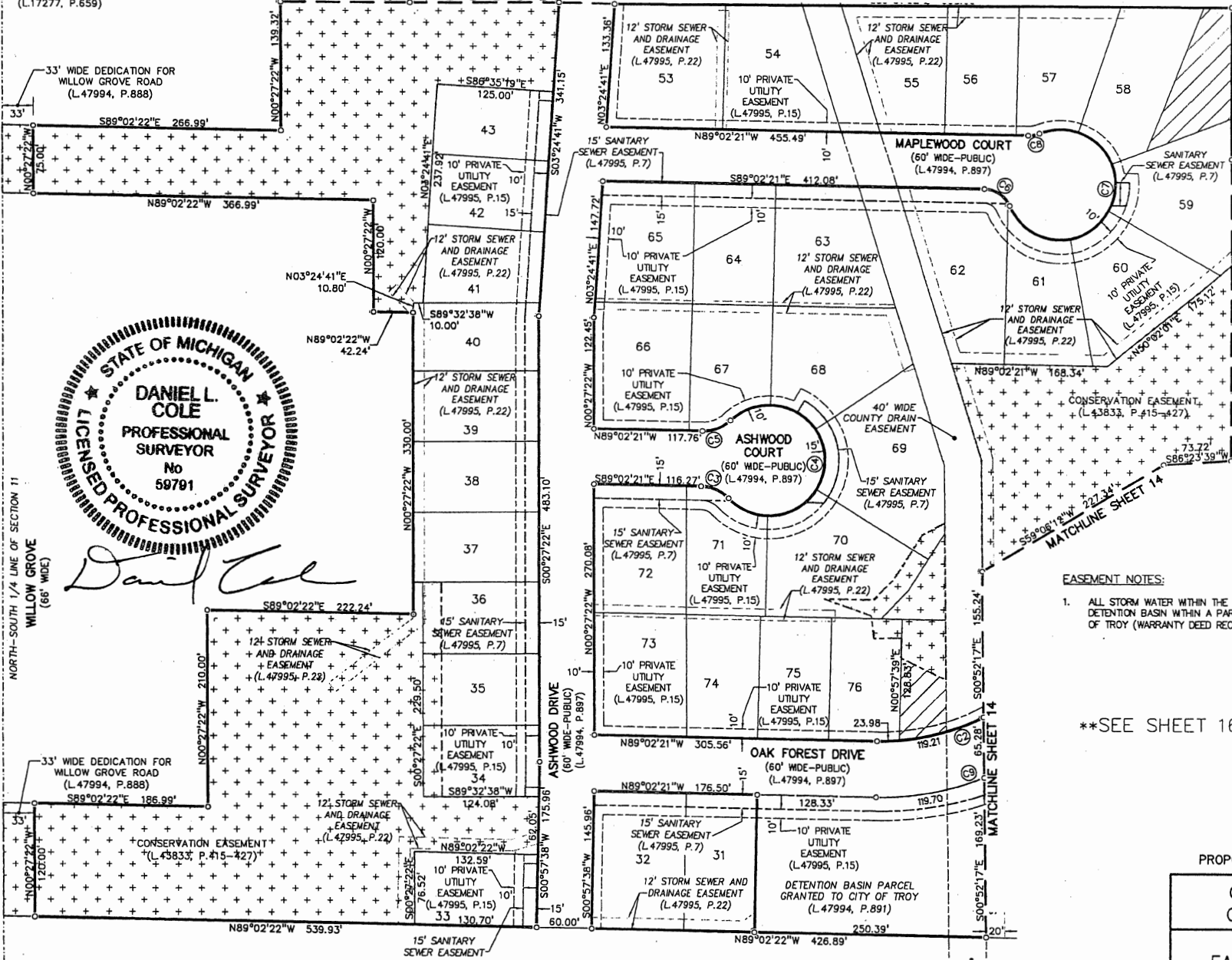
EASEMENT NOTES:

1. ALL STORM WATER WITHIN THE DEVELOPMENT AREA DRAINS TO A DETENTION BASIN WITHIN A PARCEL OF LAND CONVEYED TO THE CITY OF TROY (WARRANTY DEED RECORDED IN UBER , PAGES)

****SEE SHEET 16 FOR CURVE DATA****

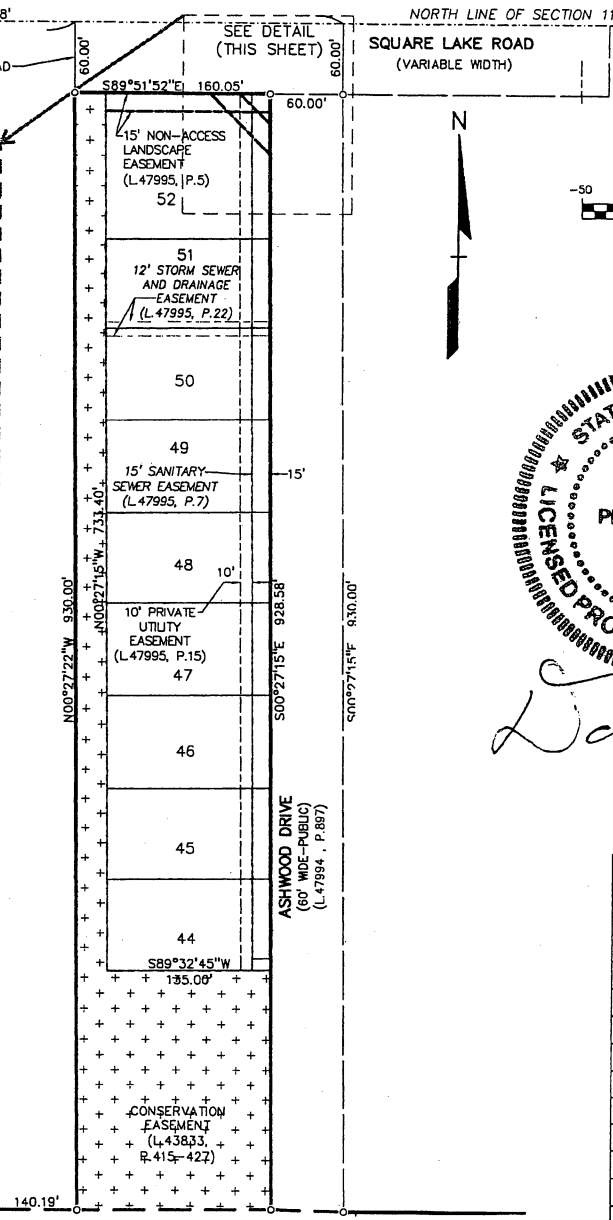
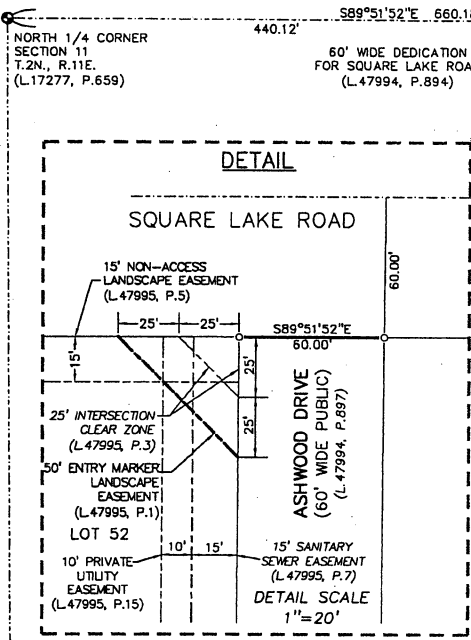
PROPOSED DATED MARCH 26, 2015

OAK FOREST CONDOMINIUM		
EASEMENT PLAN		
DES. - SUR. DC	SCALE 1" = 50'	JOB NO. 2000250
D.R. CLK.	P.M. KH	DATE 03-26-15
2400 Becharof Ct. Suite 101 Troy, MI 48063-1874 (248) 900-9000		



Daniel Cole

CENTER OF SECTION SECTION 11
T.2N., R.11E.
(L.7822, P.753)



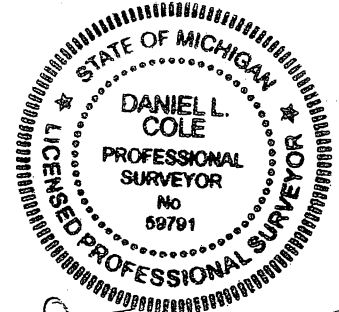
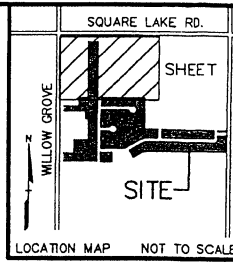
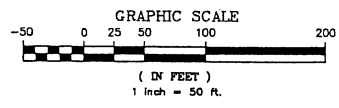
NORTH-SOUTH 1/4 LINE OF SECTION 11
WILLOW GROVE
(66' WIDE)

CENTER OF SECTION SECTION 11
T.2N., R.11E.
(L.7822, P.753)

MATCHLINE SHEET 15

NORTH LINE OF SECTION 11
SQUARE LAKE ROAD
(VARIABLE WIDTH)

NORTHEAST CORNER
SECTION 11
T.2N., R.11E.
(L.17277, P.665)



Daniel Cole

EASEMENT NOTES:

- ALL STORM WATER WITHIN THE DEVELOPMENT AREA DRAINS TO A DETENTION BASIN WITHIN A PARCEL OF LAND CONVEYED TO THE CITY OF TROY (WARRANTY DEED RECORDED IN LIBER , PAGES)

LEGEND

- ⊕ SECTION CORNER
- MONUMENT SET
- ⊙ MONUMENT FOUND
- + + CONSERVATION EASEMENT AREA (L.43833, P.415-427)
- ▨ GENERAL COMMON ELEMENT

Curve Table					
Curve #	Length	Radius	Delta	Chord	CH. BRG.
C1	166.10	305.00	31°12'10"	164.06	N74°42'17"E
C2	136.22	245.00	31°51'27"	134.48	N75°01'56"E
C3	33.06	42.00	45°05'57"	32.21	S66°29'22"E
C4	282.95	60.00	270°11'54"	84.71	N00°57'39"E
C5	33.06	42.00	45°05'57"	32.21	S68°24'41"W
C6	34.25	30.00	65°24'27"	32.42	S56°20'07"E
C7	281.58	60.00	268°53'29"	85.67	N21°55'22"E
C8	12.30	30.00	23°29'02"	12.21	S79°13'08"W
C9	169.59	305.00	31°51'27"	167.41	S75°01'56"W
C10	133.42	245.00	31°12'10"	131.78	S74°42'17"W
C11	109.18	60.00	104°15'22"	94.73	S38°10'41"W
C12	6.97	28.00	14°15'22"	6.95	S06°49'19"E

OAK FOREST CONDOMINIUM

EASEMENT PLAN

PROFESSIONAL ENGINEERING ASSOCIATES

2400 Redford Ct. Suite 10
Troy, MI 48065-1172
(248) 688-9000

**ARTICLES OF INCORPORATION OF
OAK FOREST
HOMEOWNERS ASSOCIATION**

Michigan Department of Licensing and Regulatory Affairs

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

OAK FOREST ASSOCIATION

ID NUMBER: 71303M

received by facsimile transmission on September 17, 2012 is hereby endorsed

Filed on September 17, 2012 by the Administrator.

The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 17TH day of September, 2012.

A handwritten signature in black ink, appearing to read "A. Schaefer".

Director

Bureau of Commercial Services

NON-PROFIT
ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the Incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I

The name of the Corporation is: OAK FOREST ASSOCIATION.

ARTICLE II

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

- (a) To manage and administer the affairs of and to maintain Oak Forest, a condominium (hereafter called the "Condominium");
- (b) To levy and collect assessments against and from the members of the Corporation and to use the proceeds thereof for the purposes of the Corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in management, operation, maintenance, and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

09/17/2012 12:14PM (GMT-04:00)

- (i) To enforce the provisions of the Master Deed and By-Laws of the Condominium as they may be amended from time to time, including any expansion or contraction of the Condominium, and of these Articles of Incorporation and such By-Laws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To assert, defend or settle any claims on behalf of the Co-owners in connection with the Common Elements of the Project, in suits, actions, and proceedings and subject to the express limitations set forth in the Condominium By-Laws and Articles XII hereof;
- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978, as amended, or hereafter amended;
- (l) In general, to enter into any kind of activity, to make and perform any contract, and to exercise all powers necessary, incidental, or convenient to the administration, management, maintenance, repair, replacement, and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is:

5877 Livernois Road, Suite 103
Troy, Michigan 48098

Post office of the first registered office is:

5877 Livernois Road, Suite 103
Troy, Michigan 48098

ARTICLE IV

The name of the first resident agent:

Dale E. Garrett

ARTICLE V

Said Corporation is organized upon a non-stock membership basis.

The amount of assets which the Corporation possesses is:

Real Property: None

Personal Property: None

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

Assessment of Members

ARTICLE VI

The name and place of business of the Incorporators are as follows:

Oak Forest, LLC
5877 Livernois Road, Suite 103
Troy, Michigan 48098

ARTICLE VII

The term of corporate existence is perpetual.

ARTICLE VIII

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

- (a) Each co-owner (including the Developer) of a Unit in the Condominium, as hereafter amended or modified by amendment to the Master Deed, shall be a member of the Corporation, and no other person or entity shall be entitled to membership; except that the incorporators shall be a member of the Corporation until such time as their membership shall terminate, as hereinafter provided;
- (b) Membership in the Corporation (except with respect to any non co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner there becoming a member of the Corporation, and the membership of the prior co-owner thereby being terminated;
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to the member's Unit in the Condominium;

- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this Corporation.

ARTICLE IX

A volunteer Director of the Corporation is not personally liable to the Corporation or its shareholders or members for monetary damages for a breach of the Director's fiduciary duty. However, the Director's liability is not limited or eliminated for any of the following:

- (a) A breach of the Director's duty of loyalty to the corporation or its shareholders or members.
- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (c) A violation of MCLA 450.2551.
- (d) A transaction from which the Director derived an improper personal benefit.
- (e) An act or omission occurring before the date this document is filed.
- (f) An act or omission that is grossly negligent.

ARTICLE X

The Corporation assumes all liability to any person (other than the Corporation, its shareholders, or its members) for all acts or omissions of a volunteer Director occurring on or after the date this document is filed.

ARTICLE XI

The requirements of this Article shall govern the Corporation's commencement and conduct of any legal actions or arbitration except for actions to enforce the By-Laws of the Corporation or collect delinquent assessments. The requirements of this Article will ensure that the members of the Corporation are fully informed regarding the prospects and likely costs of any action the Association proposes to engage in, as well as the ongoing status of any actions actually filed by the Corporation or being defended against by the Corporation. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Corporation shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Corporation's commencement of any action, other than an action to enforce the By-Laws of the Corporation or collect delinquent assessments, and other than the defense of all actions filed against the Association or its directors. In any action which seeks

damages in excess of Ten Thousand (\$10,000.00) Dollars from the Association or in favor of the Association, and in which the Association intends to spend or does spend in excess of Ten Thousand (\$10,000.00) Dollars on attorney fees, costs, or settlement, or any combination thereof, the Association shall comply with the following procedures and requirements:

- (a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that any action be filed or defended against, and supervising and directing any actions or defenses that are filed.
- (b) Before an attorney is engaged for purposes of filing or defending any action on behalf of the Corporation, the Board shall call a special meeting of the members of the Corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed action. In the event that the Corporation needs to retain an attorney to file a timely answer or response to any action before there is time to call a litigation evaluation meeting, that retaining shall be conditioned upon approval of the members at the meeting as outlined below. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members not less than twenty (20) days before the date of the meeting by mail and hand delivery to any one Co-owner of a Unit, and shall include the following information:
 - (1) A resolution of the Board setting forth in detail the concerns of the Board giving rise to the need to file the suit or defense and further stating:
 - (-a-) it is in the best interests of the Corporation to file a lawsuit or defend against it;
 - (-b-) that at least one Board member has personally made a good faith effort to negotiate a settlement on behalf of the Corporation, without success;
 - (-c-) litigation is the only prudent, feasible and reasonable alternative; and
 - (-d-) the Board's proposed attorney for the proceeding is of the written opinion that litigation is the Corporation's most reasonable and prudent alternative.
 - (2) The litigation attorney's written estimate of the amount of the Corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation, or in the case of defense, the litigation attorney's written estimate of the likely outcome.

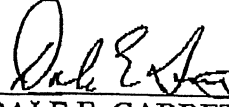
- (3) The litigation attorney's written estimate of the cost of the action through a trial on the merits ("total estimated cost"). The total estimated cost of the action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the action.
 - (4) The litigation attorney's proposed written fee agreement.
 - (5) The estimated amount to be specifically assessed against each Unit in the Condominium to fund the estimated cost of the action both in total and on a monthly per Unit basis, as required by subparagraph (d) of this Article.
- (c) The Corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed action. The Corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the Corporation's written notice to the members of the litigation evaluation meeting.
 - (d) All legal fees incurred in pursuit of any action that is subject to this Article shall be paid by special assessment of the members of the Corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority of all members of the Corporation present at the meeting for the amount of the estimated total cost of the action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the action, as estimated by the attorney actually retained by the Corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected over a period not to exceed twenty-four (24) months.
 - (e) If at any time during the course of a proceeding, the Board determines that the originally estimated total cost of the proceeding or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the action and

increase the litigation special assessment. The meeting shall have the same quorum and voting requirements a litigation evaluation meeting.

- (f) The attorneys' fees, court costs, expert witness fees and all other expenses of any legal proceeding subject to this Article ("litigation expenses") shall be fully disclosed to the members in the Corporation's annual budget.

The undersigned Incorporators sign their names this 13th day of September, 2012.

OAK FOREST, LLC
a Michigan limited liability company

BY: 
DALE E. GARRETT
Its: Manager

ESCROW AGREEMENT

OAK FOREST

ESCROW AGREEMENT

THIS AGREEMENT is entered into this 16th day of April, 2015, between OAK FOREST, L.L.C., a Michigan limited liability company, ("Developer"), and FIRST AMERICAN TITLE INSURANCE COMPANY("Escrow Agent"), and by GARRETT ASSOCIATES, LLC and/or GARRETT ASSOCIATES LTD I ("Builder").

WHEREAS, Developer has established Oak Forest as a residential site Condominium Project in Troy, Oakland County, Michigan, under applicable Michigan law, being Oakland County Subdivision Plan No. 2036, as amended and restated; and,

WHEREAS, Developer is selling Condominium Units in Oak Forest to Garrett Associates, LLC and/or Garrett Associates Ltd, I ("Builder") and Builder is entering into Purchase Agreements with Purchasers for the sale of such Units and construction of single family residences thereon in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

WHEREAS, the parties hereto desire to enter into an Escrow Agreement to establish such an escrow account for the benefit of Developer and Builder, and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposits under a Purchase Agreement; and

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereafter the "Act") for the benefit of Developer and Builder and all Purchasers and not as the agent of any one or less than all of such parties;

NOW, THEREFORE, it is agreed as follows:

1. **Initial Deposit of Funds.** Developer and/or Builder shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, as amended and restated, the Condominium Buyer's Handbook and the Disclosure Statement.

2. **Release of Funds.** The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Builder or Purchaser only upon the conditions hereinafter set forth:

A. **Upon Withdrawal by Purchaser.** The escrowed funds shall be released to Purchaser under the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement with Builder prior to the time that said Agreement becomes binding under Paragraph 25 thereof, Escrow Agent shall, within three (3) business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

B. Upon Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten (10) days after written notice by Builder to Purchaser, Escrow Agent shall release all sums held pursuant to the Purchase Agreement to Builder in accordance with the terms of said Agreement.

C. Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Builder to Purchaser, and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Builder all sums still being held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be build", are substantially complete.

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in Paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of Paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads, all sidewalks, the storm sewer system and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in Paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. Release of Funds Escrowed for Completion of Incomplete Improvements.

Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Builder the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Builder.

E. Release of Interest Earned Upon Escrowed Funds.

Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of Purchaser's withdrawal from a Purchase Agreement shall be paid to Builder.

F. Other Adequate Security.

If Builder requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Builder if Builder has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

G. In the Event Elements or Facilities Remain Incomplete.

If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under §103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall, upon request, give statutorily required notices under §103b(7) of the Act.

(ii) If Builder, Oak Forest Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under §103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in Paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or

security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Builder, Oak Forest Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under §103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Builder and Oak Forest Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under §103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete. Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Builder. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under Paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as describe above in retaining and releasing all escrowed funds hereunder.

4. Limited Liability of Escrow Agent; Right to Deduct Expenses from Escrow Deposits. Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of t his Agreement, Escrow Agent is

acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Builder or Developer under the Condominium Documents or any Purchase Agreement, and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Builder, Developer or any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.


Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security), less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, *et seq.*

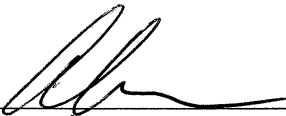
5. Notices. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such part's signature to this Agreement or upon the pertinent Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal deliver, whichever is applicable.

(Signatures on Following Page)

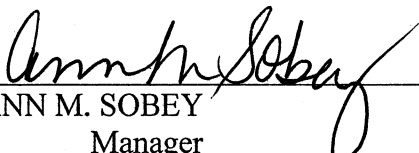
OAK FOREST, LLC
a Michigan limited liability company
"Developer"

By: 
ANN M. SOBEY
Its: Manager
Address: 5877 Livernois Road, Ste. 103
Troy, MI 48098
Telephone: (248) 828-1726

**FIRST AMERICAN TITLE
INSURANCE COMPANY**
"Escrow Agent"


By: 
ALICIA COURREY
Its: ESCROW TEAM LEAD
Address: 30200 TELEGRAPH RD. #140
BINGHAM FARMS, MI 48025
Telephone: (248) 430-1180

GARRETT ASSOCIATES, LLC
a Michigan limited liability company
"Builder"

By: 
ANN M. SOBEY
Its: Manager
Address: 5877 Livernois Road, Ste. 103
Troy, MI 48098
Telephone: (248) 828-1726

OR THE FOLLOWING NAMED BUILDER
*(Whichever Builder signs this Escrow Agreement
for the Unit in Oak Forest Condominium)*

GARRETT ASSOCIATES LTD. I
a Michigan corporation
"Builder"

By: 
ANN M. SOBEY
Its: President
Address: 5877 Livernois Road, Ste. 103
Troy, MI 48098
Telephone: (248) 828-1726