

**PURCHASER INFORMATION BOOKLET**

**FOR**

**North Lexington Condominium**

**A Condominium Project**

**in**

**Northville, Michigan**

*Developed by:*

**REPUBLIC DEVELOPMENT CORPORATION  
31275 Northwestern Highway, Suite 100  
Farmington Hills, Michigan 48018**

# NORTH LEXINGTON CONDOMINIUM

## EXHIBIT A CONDOMINIUM BYLAWS

John  
2-2-2008  
T

### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

Section 1. North Lexington Condominium, a residential Condominium Project located in the City of Northville, Oakland County, Michigan, shall be administered by an association of Co-owners which shall be a non-profit corporation and presently known as North Lexington Condominium Association, hereinafter called the "Association" or "Corporation," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Condominium Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

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

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

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

(d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and for which a certificate of occupancy has been issued.

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

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

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

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

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

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

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall have prepared and distributed to each Co-owner at least two times a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to Directors, not inconsistent with the following, shall be provided by the Association Bylaws.

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

(1) Management and administration of the affairs of and maintenance of the Condominium Project and the Common Elements thereof.

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

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

(4) To rebuild improvements after casualty.

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

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, right-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all of the members of the Association in number and in value.

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

(9) 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.

(10) To make rules and regulations and/or enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

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

(12) To collect from each Co-owner the annual assessment levied against him by the Lexington Commons Association, Inc. and to pay over all such assessments to said community Association.

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

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

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

Section 6. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of wilful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 7. The First Annual Meeting of the Members of the Association may be convened only by Developer and may be called, in Developer's discretion, at any time after fifty (50%) percent in value and in number of all Units in all existing phases and possible future phases of expansion of the Condominium within the land described in Article VI of the Master Deed have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred and twenty (120) days after eighty percent (80%) of all Units in all said existing and possible future phases of expansion of the Condominium have been sold and the purchasers thereof qualified as members of the Association or 36 months after recordation of the Master Deed, whichever first occurs. The date,

time and place of such First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws. Within one year after recordation of the Master Deed, the Developer shall call a special meeting of members for the purpose of electing three persons from among the non-developer Co-owners to serve on an Advisory Committee to the temporary Board of Directors. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners until the First Annual Meeting of Members is held in accordance with the provisions hereof. The members of the Advisory Committee shall serve for one year, or until their successors are elected. The Advisory Committee shall cease to exist automatically upon the election of Directors at the First Annual Meeting of Members. The temporary Board of Directors and the Advisory Committee shall meet with each other at such time as may be requested by the Advisory Committee; provided, however, that there shall be no more than four such meetings per year unless both entities agree. Developer may call additional meetings of members of the Association for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting (or the special meeting held for the purpose of electing the members of the Advisory Committee) shall be construed as the First Annual Meeting of Members.

## ARTICLE II ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners shall carefully analyze their Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient: (1) to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000.00 annually, or (4) to pay expenses in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners in value and in number.

(c) The Association shall collect from each Co-owner, in addition to the assessments set forth above, all assessments levied by Lexington Commons Association, Inc. against such Co-owner. The default and enforcement provisions contained in Sections 4 and 6 of this Article II shall apply with respect to the collection of all assessments levied by Lexington Commons Association, Inc. All assessments collected from the Co-owners shall be paid over by the Association to Lexington Commons Association, Inc. on or before the due date established for the payment of such assessments by the Board of Directors of said Community Association.

Section 4. Except as otherwise provided in Section 8 below, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by the Co-owner of the Unit in equal monthly installments, commencing with the first day of the month following the date of sale of the Unit by Developer on land contract or the date of acceptance of a deed from Developer to the Unit or the date of acquisition of fee simple title from Developer to the Unit by any other means, whichever first occurs, and prorated for the month in which the transaction occurs. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of \$10.00 per installment shall be added to each installment in default for five or more days until each installment together with the applicable late charges is paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from Developer shall be so personally liable and Developer shall not be personally liable for all such assessments levied while the land contract is in force up to and including the date of extinguishment of all rights of the land contract purchaser in the Unit. Payments in account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorneys' fees and finally to installments in default in order of their due dates.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. 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. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that, at or prior to the time of acquiring title to such Unit, he was notified of the provisions of this Section by delivery of a copy of these Bylaws and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and waived a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one or more installments of the assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten-(10)-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of any assessment for the pertinent fiscal year immediately due and payable.



The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and 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 collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the institutional holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment or other arrangement) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. During the period up to the time of the First Annual Meeting of Members held in accordance with the provisions of Article I, Section 7 hereof, the Developer, even though a member of the Association, and any Units owned by Developer, except such Units sold by Developer on land contract, shall not be responsible, nor shall assessments be made against such Units, except such Units sold by Developer on land contract, for payment of the monthly Association assessment. Developer, however, shall during the period up to the time of the First Annual Meeting pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer and not sold on land contract at the time the expense is incurred to the total number of completed Units in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting, of any assessments, nor shall such assessments be made against Units owned by Developer, except such Units sold by Developer on land contract, for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it and not sold on land contract. After the First Annual Meeting, Developer shall be responsible for payment of the full monthly Association maintenance assessment for all completed Units owned by it and shall also maintain, at its own expense, any incomplete Units owned by it. Developer shall not be responsible at any time for payment of any type of assessment or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy has been issued by the local public authority.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding 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 right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a Purchaser to request such statement at least ten days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same, fully enforceable against such Purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

### ARTICLE III ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances which consent shall include 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, 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. 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. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

#### ARTICLE IV INSURANCE

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

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

(b) All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

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

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction 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. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.



**ARTICLE V**  
**RECONSTRUCTION OR REPAIR**

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

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

(b) If the Condominium is so damaged that no Unit is tenantable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

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

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

**Section 4.** ~~Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, drapes, interior walls, but not any Common Elements therein unless otherwise provided in the Master Deed), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of record of a first mortgage lien recorded with the County Register of Deeds on any of the Units in the Condominium.~~

**Section 5.** Except as otherwise provided in the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition substantially as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

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

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

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

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but in the event of amendment to Article V of the Master Deed then only with the prior written approval of at least two-thirds (2/3) of the institutional holders of record of first mortgage liens recorded with the County Register of Deeds on individual Units in the Project (based upon one vote for each first mortgage owned).

(d) 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 record of a first mortgage lien recorded with the County Register of Deeds on any of the Units in the Condominium

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

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

## ARTICLE VI RESTRICTIONS

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

Section 2. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the same manner as specified in Section 13 of this Article VI. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or the Association to the extent of any Units owned by the Association, may lease any number of Units in the Condominium in its discretion and may do so for periods of less than one year.

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

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any Unit or on the Common Elements. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his 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.

**Section 5.** No animal, including household pets, shall be kept without the prior written consent of the Board of Directors which consent, if given, shall be revocable at any time by the Board for failure by pets or their owners to observe provisions of the Bylaws or Rules and Regulations of the Association pertaining to pets. Any pets permitted to be kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements and any animal shall at all times be attended by some responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium Premises 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 Premises.

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

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

**Section 8.** No house trailers, trucks or other commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. Trucks or other commercial vehicles shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis.

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

**Section 10.** No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association.

**Section 11.** Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 7 of these Bylaws. All regulations made by the first Board of Directors shall not be effective until approved by the Michigan Department of Commerce. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners in number and in value except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association.

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

**Section 13.** The leasing of Units in the Project shall conform to the following provisions.

(a) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least 21 days before leasing the Condominium Unit and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the transitional control date, it shall notify either the advisory committee or each Co-owner in writing.

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

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

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

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

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

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

**Section 14.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing.

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

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

**Section 17.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any Unit which he offers for sale except Units which he has sold on land contract or for as long as there remains, under the Master Deed, any further possibility of expansion of the Condominium Project. Until all Units in the entire Condominium Project (including the initial stage and any successive stages) are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 18. The Agreement for Residential Unit Plan and Declaration of Restrictions (the "Agreement and Restrictions") relative to the Lexington Commons community as recorded in Liber 16883, Pages 47 through 57, Wayne County Records and also recorded in Liber 5298, Pages 771 through 781, Oakland County Records, are incorporated herein by reference and shall be binding upon all Co-owners and the Association to the extent applicable to the Condominium Project. In accordance with such Agreement and Restrictions, each Co-owner in North Lexington Condominium shall be a member of Lexington Commons Association, Inc. and shall abide by the provisions relative to such membership as contained in said Agreement and Restrictions and in the Articles of Incorporation and Bylaws of Lexington Commons Association, Inc.

## ARTICLE VII MORTGAGES

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

Section 2. The Association shall notify each mortgagee appearing in said book, upon written request of such mortgagee, 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. Upon written 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 AMENDMENTS

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

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

Section 3. Except as expressly limited in Sections 5 and 6 of this Article VIII, these Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners in number and in value.

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

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the Michigan Department of Commerce and recording of such amendment in the Office of the Register of Deeds in the county where the Condominium is located. Without the prior written approval of all institutional holders of record first mortgage liens recorded with the County Register of Deeds on any Unit in the Condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I, Sections 3 and 4(b); Article II, Sections 3(a), 4 and 7; Article IV, Section 1(d); Article V, Sections 1, 4, 6, 7 and 8; Article VII, Section 1; Article VIII, Sections 3 and 5; or Article XI, Section 1; or to any other provision hereof that materially increases or decreases the benefits or obligations, or materially affects the rights of any Co-owner.

Section 6. Article I, Section 7; Article II, Section 8; and Article VI of these Bylaws and this Article VIII shall not be amended nor shall the provisions thereof be modified by any other amendment to these Bylaws without the written consent of Developer so long as Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under the Master Deed, any further possibility of expansion of the Condominium Project.

Section 7. A copy of each amendment to the Bylaws shall be furnished to every Co-owner of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

**ARTICLE IX  
COMPLIANCE**

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

**ARTICLE X  
DEFINITIONS**

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

**ARTICLE XI  
REMEDIES FOR DEFAULT**

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

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

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

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.

(d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article II, Section 4 of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed \$25 for the second violation, \$50 for the third violation or \$100 for any subsequent violation.

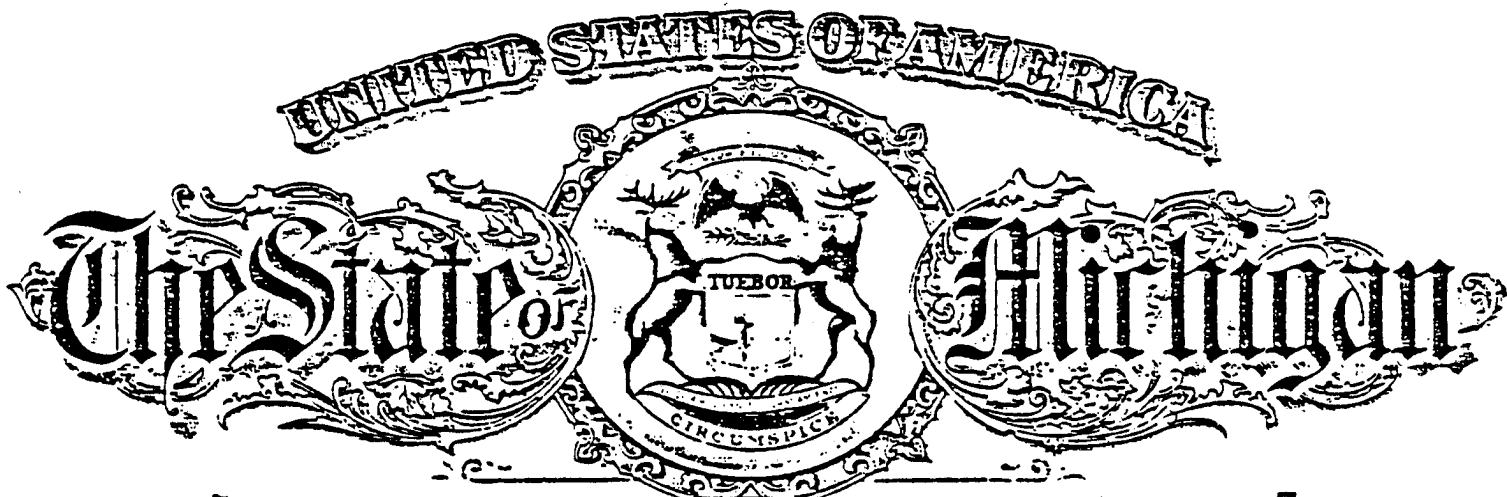
**Section 2.** The failure of the Association or of any Co-owner to enforce any right, provisions, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant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

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

**ARTICLE XII  
SEVERABILITY**

In the event that any of the terms, provisions or covenants of these Bylaws or the other 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 those terms, provisions or covenants held to be partially invalid or unenforceable.





Michigan Department of Commerce

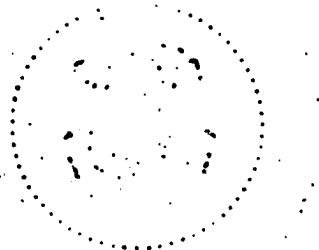
Lansing, Michigan

To All To Whom These Presents Shall Come:

I, William F. McLaughlin, Director, Michigan Department of Commerce,  
Do Hereby Certify That Articles of Incorporation of \_\_\_\_\_

NORTH LEXINGTON CONDOMINIUM ASSOCIATION

were duly filed in this office on the 17th day of March, 19 80,  
in conformity with Act 284, Public Acts of 1972, as amended, and Act 327, Public  
Acts of 1931, as amended.



In testimony whereof, I have hereunto set my  
hand and affixed the Seal of the Department,  
in the City of Lansing, this 17th day  
of March, 19 80.

*William F. McLaughlin*  
Director

**NON-PROFIT  
ARTICLES OF INCORPORATION**

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

**ARTICLE I**

The name of the corporation is North Lexington Condominium Association.

**ARTICLE II**

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

- (a) To manage and administer the affairs of and to maintain North Lexington Condominium, a condominium (hereinafter called "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;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE III**

Location of the first registered office is 31275 Northwestern Highway, in the City of Farmington Hills, Oakland County, Michigan.

Post office address of the first registered office is 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48018.

**ARTICLE IV**

The name of the first resident agent is Aubrey H. Eitenheimer

**ARTICLE V**

Said corporation is organized upon a non-stock basis:

The amount of assets which said corporation possesses is:

Real Property: None  
Personal Property: None

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

ARTICLE VI

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

- Essel W. Bailey, Jr., 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243
- William T. Myers, 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243
- Edward J. Kaniewski, 35th Floor, 400 Renaissance Center, Detroit, Michigan 48243

ARTICLE VII

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

- Aubrey H. Ettenheimer, 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48018
- Eli A. Scherr, 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48018
- Edward Barry Stulberg, 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48018

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

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

- (a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to any nonco-owner incorporators, who shall cease to be members upon the qualification of 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 thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

We, the incorporators, sign our names this 27th day of February, 1980.

/s/ Essel W. Bailey, Jr.  
Essel W. Bailey, Jr.

/s/ William T. Myers  
William T. Myers

/s/ Edward J. Kaniewski  
Edward J. Kaniewski

# NORTH LEXINGTON CONDOMINIUM ASSOCIATION BYLAWS

## ARTICLE I

### ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of North Lexington Condominium (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 7831 Pages 380 through 416, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this Association.

## ARTICLE II

### MEETINGS

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

Section 2. The First Annual Meeting of Members of the Association shall be held in accordance with Article I, Section 7 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each Co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the time and place where it is to be held and in the case of a special meeting also stating the purposes thereof, 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 to be filed with the Association by Article I, Section 2(e) the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

## ARTICLE III

### BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The First Board of Directors designated in the Articles of Incorporation shall be composed of three persons and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected. At the First Annual Meeting of Members of the Association, the Board of Directors shall be increased in size from three persons to seven persons. At such first meeting four Directors shall be elected for a term of two years and three Directors shall be elected for a term of one year. At such first meeting all nominees shall stand for election and the four persons receiving the highest number of votes shall be elected for a term of two years and the three persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting of the Association held thereafter, either three or four Directors shall be elected depending upon the number of Directors whose terms expire. The term of office (except for the original Board of Directors and three of the Directors elected at the First Annual Meeting of Members) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

Section 4. Vacancies in the Board of Directors (including the first Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

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

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

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

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

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

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

Section 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds be covered by adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

#### ARTICLE IV

##### OFFICERS

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

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

Section 3. Upon affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

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

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

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

## ARTICLE V

### FINANCE

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

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

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

## ARTICLE VI

### AMENDMENTS

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

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

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners voting by number. Each Co-owner shall be entitled to one vote for each Condominium Unit owned.

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

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

## ARTICLE VII

### COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 59 of the Public Acts of Michigan of 1978, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said statutes or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statutes and said Master Deed shall be controlling.



DECLARATION AND GRANT OF  
RECIPROCAL EASEMENTS

---

Recorded in Liber 783  
Pages 374 through 378  
Oakland County Record  
on August 5, 1980.

This Declaration and Grant of Reciprocal Easements made as of the 21<sup>st</sup> day of July 1980, by REPUBLIC DEVELOPMENT CORPORATION, a Michigan corporation, of 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan 48018 (hereinafter called "Developer"), REYST & CO., a Michigan co-partnership, of 411 W. Lafayette, Detroit, Michigan 48226 (hereinafter called "Reyst"), and NORTH LEXINGTON CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation of 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan (hereinafter called "Association").

WHEREAS, Republic Development Corporation is the Developer of NORTH LEXINGTON CONDOMINIUM, located in the City of Northville, Oakland County, Michigan, comprised of the following described lands:

Part of the S.E. 1/4 of the S.E. 1/4 of Section 33, T.1N., R.8E., City of Northville, Oakland County, Michigan, described as follows: Beginning at a point N 00° 23'08" W 490.00 Ft. From the S.E. corner of said Section 33, thence S 89° 36'52" W 230.00 Ft.; thence N 55° 33'08" W 152.00 Ft.; thence N 76° 38'35" W 81.58 Ft.; thence N 15° 11'13" W 130.00 Ft.; thence N 00° 23'08" W 40.00 Ft.; thence N 15° 13'17" W 95.25 Ft.; thence S 63° 49'27" E 223.42 Ft.; thence N 89° 36'52" E 291.77 Ft. to a point on the east line of said Section 33 and the centerline of Taft Road, thence S 00° 23'08" E 264.06 Ft. along the centerline of Taft Road, to the point of beginning.

hereinafter referred to as Parcel I; and

WHEREAS, the Association will be responsible for the administration, maintenance, upkeep, repair and replacement of NORTH LEXINGTON CONDOMINIUM as agent and representative of the Co-owners with respect thereto; and

WHEREAS, the following property, hereinafter referred to as Parcel II, may be developed as an expansion phase (or phases) to North Lexington Condominium or as a rental development (or developments), a separate condominium project (or projects) or other forms of development, which property is more particularly described as follows:

Part of the S.E. 1/4 of the S.E. 1/4 of Section 33, T.1N., R.8 E., City of Northville, Oakland County, Michigan, commencing at the S.E. corner of said Section 33, thence along the East line of said Section 33, N. 0° 23'08" W. 754.06 Ft. to the point of beginning. Thence N. 0° 23'08" W. 207.80 Ft., thence S. 89° 36' 52" W. 60.00 Ft., thence N. 63° 45' 50" W. 231.80 Ft., thence N.



73° 14'12" W. 484.87 Ft., thence N. 89° 59'04: W. 350.00 Ft., thence S. 00° 01'22" W. 381.90 Ft., thence N. 84° 10'33" E. 219.88 Ft., thence S. 64° 27'27" E. 124.85 Ft., thence N. 49° 53' 03" E. 150.30 Ft., thence S. 82° 21'57" E. 97.94 Ft., thence S. 63° 49'27" E. 276.97 Ft., thence N. 89° 36'52" E. 291.77 Ft., to the point of beginning.

Also:

Commencing at the S.E. corner of said Section 33, thence along the East line of said section 33, N. 00° 23'08" W. 60.00 Ft., thence N. 89° 47'13" W. 260.00 Ft. to the point of beginning, thence N. 00° 23'08" W. 115.01 Ft., thence N. 89° 47'13" W. 400.00 Ft., thence S. 00° 12'47" W. 115.00 Ft., thence S. 89° 47'13" E. 401.19 Ft. to the point of beginning.

and

WHEREAS, Reyst is the record title owner of Parcels I and II described herein and is selling same to Developer under land contract, notice of which is recorded in Liber 7560, Page 330, Oakland County Records, and Reyst is willing to join in the granting of the easements set forth herein; and

WHEREAS, it is desirable that there be a common access roadway over portions of Parcel I and Parcel II for purposes of providing ingress and egress to such Parcels to and from Taft Road and Eight Mile Road and the parties hereto desire to create a reciprocal easement for such purpose and to provide a method for joint maintenance of any roadway constructed over said easement; and

NOW, THEREFORE the Developer, Reyst and the Association do hereby declare and grant perpetual reciprocal non-exclusive easements one party to the other and to Co-owners within any condominium development, on all or any part of Parcels I and II, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each, over the following described property, (said parties already having certain easement rights for ingress and egress over the portion of Lexington Drive North running through Lexington Condo-Homes, a condominium, by virtue of reservation contained in Article VIII of the LEXINGTON CONDO-HOMES Master Deed recorded in Liber 5967, Pages 452 through 488, Oakland County Records, as amended,) to wit:

Part of the S.E 1/4 of the S.E. 1/4 of Section 33, T. 1N., R. 8E., City of Northville, Oakland County, Michigan, described as follows: Beginning at a point N 00° 23'08" W 738.06 Ft. from the S.E. corner of said Section 33, thence S 89° 36'52" W 220.00 Ft., thence along a curve to the right, 160.31 Ft. Chord bearing N 76° 28'08" W 158.74 Ft., tangent 81.77 Ft., delta angle 27° 50'00", to the point of tangency, thence N 62° 33'08" W 127.44 Ft., thence N 15° 13'17" W 18.85 Ft., thence N 63° 49'27" W 53.55 Ft., thence N 82° 21'57" W 97.94 Ft., thence S 49° 53'03" W 150.30 Ft., thence N 64° 27'27" W 6.97 Ft.,

thence N 27° 26'52" E 16.68 ft., thence along a curve to the right 274.89 Ft., chord bearing N 72° 26'52" E 247.49 Ft., tangent 175.00 Ft., delta angle 90° 00'00" to the point of tangency; thence S 62° 33'08" E 175.22 Ft., thence along a curve to the left 144.76 Ft., chord bearing S 76° 28'08" E 143.34 Ft., tangent 73.84 Ft., delta angle 27° 50'00" to the point of tangency, thence N 89° 36'52" E 220.00 Ft., thence S 00° 23'08" E 32.00 Ft. to the Point of Beginning; subject to the rights of the public, if any, in Taft Road and any future dedication of Taft Road to the public.

commonly known as part of Lexington Drive North and sometimes hereinafter referred to as Parcel III, for egress and ingress to, through and from Parcels I and II to the public right-of-way in Taft Road and Eight Mile Road.

Persons from time to time owning Parcels I and II (or any part thereof) shall be responsible during the time of their ownership for the payment of a prorated portion of the expenses of maintenance, upkeep, repair and replacement of that portion of Lexington Drive North lying within Parcels I and II, which share of expenses shall be determined with respect to each respective parcel by multiplying the number of completed dwelling units located thereon (or any part thereof) by a fraction the numerator of which is the number of completed dwelling units located upon each such respective parcel or any part thereof and the denominator of which is the total of completed dwelling units located upon both Parcels I and II.


A completed dwelling unit shall be a unit with respect to which a certificate of occupancy has been issued by the City of Northville. If a completed dwelling unit is part of a condominium development, the condominium association thereof shall be deemed, for the purposes of payment of the above expenses, as the owner of such completed dwelling unit and payment of said expenses shall be an expense of administration of such association.

The Developer and Reyst do hereby also assign to North Lexington Condominium, including the Association, any Co-owners thereof and persons from time to time owning any part thereof, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each, those easements licenses and other rights for the benefit of Parcel I conferred by Article VIII of the Lexington Condo-Homes Master Deed recorded in Liber 5967, Pages 452 through 488, Oakland County Records, as amended, and all other easements, licenses and other rights for the benefit of Parcel I assigned to Reyst by that Assignment of Developmental Rights dated October 25, 1978 and recorded in Liber 7520, Page 568, Oakland County Records and further assigned by Reyst to the Developer by that Assignment of Developmental Rights dated June 15, 1979 and recorded in Liber 7560, page 333, Oakland County Records; RESERVING, HOWEVER, TO Reyst and the Developer, and their respective successor and assigns, all such easements, licenses and other rights for the benefit of Parcel II and any portions thereof and also reserving such easements, licenses and other rights in, on or over Parcel I for the benefit of Parcel II.



STATE OF MICHIGAN )  
 ) ss.  
COUNTY OF Wayne )


The foregoing instrument was acknowledged before me this 24th day of July, 1980, by Raymond S. Kalinowski one of the Partners of REYST & CO., a Michigan co-partnership, on behalf of said co-partnership.

  
\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, Michigan  
My Commission Expires: \_\_\_\_\_

LYNN WILSON  
Notary Public Macomb County, Mich.  
Acting in Wayne County, Mich.  
My Commission Expires Nov. 30, 1981

STATE OF MICHIGAN )  
 ) ss  
COUNTY OF Oakland )

The foregoing instrument was acknowledged before me this 21st day of July, 1980, by Aubrey H. Ettenheimer, the President of NORTH LEXINGTON CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, on behalf of said corporation.

  
\_\_\_\_\_  
Helen Greenstein  
Notary Public, Oakland County, Michigan  
My Commission Expires: November 16, 1980

This instrument drafted by:

William T. Myers  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243

WHEN RECORDED, RETURN TO DRAFTER.

3

USE 5298 REC 771

AGREEMENT FOR RESIDENTIAL UNIT  
PLAN AND DECLARATION OF RESTRICTIONS

68 58015

THIS AGREEMENT AND DECLARATION is made this 23 day of December 1968, by and between the CITY OF NORTHVILLE, Oakland and Wayne Counties, Michigan, herein called the "City", of Northville, Michigan, and HICKORY GROVE LAND COMPANY, a Michigan Corporation, of 32823 Twelve Mile Road, Farmington, Michigan, herein called the "Grantor".

WITNESSETH:

WHEREAS, the Grantor is the owner of land located in the City of Northville, Counties of Oakland and Wayne, State of Michigan described as follows:

Part of the E 1/2 of SE 1/4 of Sec. 33 and part of the NW 1/4 of the SW 1/4 of Sec. 34, T. 1 N., R. 8 E., Oakland Co., Mich., and part of the NE 1/4 of Sec. 4, T. 1 N., R. 8 E., City of Northville, Oakland and Wayne Counties, Michigan described as follows:  
Beginning at the NW 1/4 corner of said Sec. 33, T. 1 N., R. 8 E., Oakland Co., Mich.; thence N. 89°24'20" W. along the E-W 1/4 line of said Sec. 33, 1071.01 ft.; thence S. 0°19'11" E., 254.6 ft.; thence N. 89°54'20" E., 115.5 ft.; thence S. 0°19'11" E., 198.0 ft. to the centerline of Eight Mile Rd., which is also the county line; thence S. 89°54'20" W. along said county line and centerline of Eight Mile Rd., 132.0 ft.; thence S. 0°12'17" E., 792.00 ft.; thence Due West 326.95 ft.; thence S. 0°17'20" W. along the east line of Valencia Rd., 140.17 ft.; thence along the following three courses on the north side of Woodhill Rd.: N. 89°58' E., 209.02 ft.; S. 175.7 ft. on the arc of a curve concave to the south, radius 288.36 ft., central angle 34°54'40", chord bearing S. 72°30' E., 172.8 ft.; and S. 55°10'40" E., 60.0 ft.; thence along the following three courses on the east side of Clement Rd.: S. 34°49'20" W., 80.0 ft.; S. 175.7 ft. on the arc of a curve concave to the east, radius 763.67 ft., central angle 26°40'12", chord bearing S. 21°29' W., 352.28 ft.; and S. 0°34'20" W., 30.0 ft.; thence N. 89°58'23" E., 1188.28 ft.; thence N. 0°16'09" W., 573.10 ft.; thence S. 89°54'20" W., 411.34 ft.; thence W. 175.7 ft. on the arc of a curve concave to the NE., radius 130.0 ft., central angle 90°00', chord bearing N. 45°05'40" W., 183.58 ft.; thence N. 0°05'40" W., 280.0 ft.; thence N. 89°54'20" E., 540.0 ft.; thence N. 0°16'09" W., 60.0 ft. to the NE corner of Sec. 4, T. 1 N., R. 8 E.; thence N. 0°42'45" W. along the E. line of said Sec. 33, which is also the centerline of Taft Rd., 1765.44 ft.; thence S. 89°48'17" E., 935.0 ft.; thence S. 81°02'34" E., 123.17 ft.; thence N. 0°25'24" E., 125.28 ft.; thence S. 89°34'36" E., 60.0 ft.; thence N. 0°25'24" E., 772.48 ft.; thence N. 89°54'07" W., 1133.71 ft. to the point of beginning, containing 110.8 acres, more or less, subject to the rights of the public over the portion used for Eight Mile and Taft Rd. right of ways.

DEC 26 1968

USE 5298 REC 771

P 771-781



USA 5208 DE 772

WHEREAS, Article XIII-3, Residential Unit Development Plan, of the City of Hartsville Zoning Ordinance provides an optional method for residential development with areas to be set aside for the benefit of residents therein while maintaining the maximum density requirements of the Zoning Ordinance, and

WHEREAS, the Grantor wishes to develop the hereinabove described property under the provisions of said Article, part of such property to be subdivided and known as Lexington Commons North Subdivision and Lexington Commons South Subdivision, which with unsubdivided areas are herein collectively referred to as Lexington Commons.

WHEREAS, the Grantor applied for approval under said Article for said Lexington Commons at the time of the submission of the Preliminary Plat and general plan of development thereof, and tentative approval has been granted by the City as to the Preliminary Plat and general plan of development, which are incorporated herein by reference and made a part hereof, and

WHEREAS, there are to be included within this development certain parks and common areas which are to be available for the common use and enjoyment of owners and residents of residential properties included within the development, such common areas being described as follows:

1. Commons South of Lexington Commons South Subdivision.
2. Commons North of Lexington Commons North Subdivision.

WHEREAS, The Grantor wishes at this time to obtain approval of the final plat of Lexington Commons South Subdivision, being the first portion of Lexington Commons to be developed, and

WHEREAS, it is now desirable that the Grantor and the City enter into a binding contract relative to the details of development and maintenance of Lexington Commons, and

WHEREAS, it is necessary to establish binding conditions and restrictions applicable to all property within the development to insure the proper maintenance and government of said common areas, and the rights of property owners and residents therein, and

WHEREAS, it is the purpose and intention of this Declaration that all properties included within this development shall be held and/or conveyed subject to the restrictions and conditions contained in this Declaration,

NOW, THEREFORE, in consideration of the approval of the City of the development plan of Lexington Commons and of the final plat of Lexington Commons South Subdivision, and of the mutual promises contained herein,

IT IS HEREBY DECLARED that the following restrictions and conditions are covenants running with the land, binding upon the heirs, personal representatives, successors and assigns of the Grantor and the grantees of all individual lots and other parcels

DEC 24 1968

LEN 5298

11

5298 770

contained within the description first above written.

1. There is hereby established the Lexington Commons Association consisting of the owners of residential and multiple residential lots or parcels of property included within the development above described. The Lexington Commons Association shall be hereinafter referred to as the "Association."

2. Such Association shall be organized as a non-profit corporation for a perpetual term under the laws of the State of Michigan, and shall be so incorporated prior to the sale of any single residential lots within said development.

3. Membership in the Association shall be mandatory for each owner of a single residential lot or of a parcel of property to be used for multiple residential purposes, including the Grantor.

4. Member shall be defined as every person or entity who or which is a record owner of a fee or undivided fee interest in any lot or parcel, but not including any owners who have sold their interest under executory land contract. During such time as such a land contract is in force, the land contract vendee shall be considered to be the member of the Association.

5. The word "lot" as used herein, shall mean a lot as set forth in the recorded plats of Lexington Commons South and Lexington Commons North Subdivisions; provided, that where property has been attached or detached from any such lot, the enlarged lots and/or the diminished lots shall be deemed to be a "lot"; provided further, where two or more lots are combined into a single home-site shall be deemed to be one "lot" for the purpose of computing voting rights and liability for maintenance charges hereunder.

6. The Association shall have two classes of voting membership:

Class A. Class A members shall be all owners as defined above of single residential lots. Class A members shall be entitled to two votes for each lot in which they hold the interest required for membership. When more than one person holds any such interest in any lot, all such persons shall be members. The vote for such lot shall be exercised as they among themselves determine. Notwithstanding the foregoing, the Grantor shall be entitled to 6 votes for each single residential lot in which it holds the interest required for membership in order to assure the orderly initial development of Lexington Commons.

Class B. Class B members shall be the owners of all parcels to be used for multiple residential purposes. Class B members shall be entitled to one vote for each dwelling unit included within the parcel or parcels owned by the Class B members. Class B members owning vacant multiple residential parcels shall be entitled to a vote equal to that to which they would be entitled were said properties developed with the maximum number of dwellings permitted under the Zoning Ordinance of the City.

7. The Grantor hereby dedicates and conveys to each Class A and Class B member, a right and easement of enjoyment in

DEC 24 1968

5298



5298 - 774

and to the common areas described above, hereinafter collectively referred to as "Common Area", and hereby covenants for itself, its successors and assigns that it will convey a fee simple title to Common South to the Association hereinafter described, free and clear of all encumbrances and liens, prior to the conveyance of the first lot in Lexington Commons South Subdivision, Common North prior to the conveyance of the first lot in Lexington Commons North Subdivision all subject to the provisions of that agreement. The Association shall be responsible for payment of taxes on the Common Area and for the proper maintenance of the open spaces and for compliance with this Agreement.

8. The title to the Common Area vested in the Association shall be subject to the right and easement of enjoyment in and to such Common Area by its members. Said easement shall not be personal, but shall be considered to be appurtenant to said lots and parcels, whether specifically set forth in deeds to the lots and parcels or not.

9. The Association shall have the authority to make and enforce regulations pertaining to the use and maintenance of the Common Area, which regulations shall be binding upon the members of the Association and all residents of the development.

10. The Common Area may be used for recreation, hiking, nature study, picnicing, or other uses for the benefit of its members which may be determined by the Association and approved by the City. Recreational facilities, including but not limited to swimming and wading pools, tennis courts, picnic shelters, grills and fireplaces, playground equipment and similar items may be constructed in the Common Area by the Association or the Grantor if done in conformance with the Ordinances of the City. All residents of Lexington Commons and guests accompanying said residents shall have equal access to the Common Area and all facilities located thereon subject to rules and regulations established by the Association including, but not limited to, rights to place limitation on number of guests.

11. Notwithstanding any other provision of this Declaration, the Grantor reserves the right to grant easements within the Common Area for the installation, repair and maintenance of water mains, sewers, drainage courses, and other public utilities, provided that such utilities shall be installed in such manner as to minimize damage to the natural features of the Common Area.

12. All of the residential lots and multiple residential parcels of the members of the Association shall be subject to an annual maintenance charge to be paid by the respective owners of the land included in the said tract, to the Association annually in advance on the 1st day of January, in each year, commencing with January 1, 1970.

13. Each year the Board of Directors of the Association shall, prior to November 1, determine the total amount to be raised by the annual maintenance charge for the next succeeding year. This sum so determined shall be divided by the total number of votes to which the Class A and Class B members are entitled collectively, such fraction to be known as "assessment unit."

DEC 21 1968

5298

IV 777

5298 775

The annual charge applicable to the owners of each residential lot or multiple residential parcel shall be computed by multiplying the "assessment unit" by the number of votes to which the Class A or Class B member is entitled; provided, however, that for the purpose of computing the annual charge, single residential lots owned by the Grantor and for which the Grantor may be entitled to additional votes under the provisions of paragraph 6, shall be assessed the same as other single residential lots, that is, on the basis of two votes per single residential lot.

14. Anything in the foregoing to the contrary notwithstanding however, the "assessment unit" for any one year shall not exceed \$65.00, except by approval and consent of members entitled to not less than fifty-one (51%) percent of the total number of the votes to which Class A and Class B members are entitled voting in person or by proxy at any meeting of the Association. Such approval and consent shall make any such additional limitation binding upon all members of the Association.

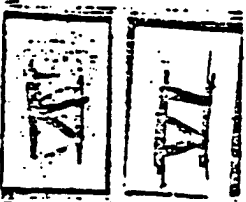
15. The maintenance fund shall be used for such of the following purposes as the Association shall determine necessary and advisable: for improving and maintaining the Common Area and any other property of the Association, roadways and entryways of the development; for planting trees and shrubbery and the care thereof; for expenses incident to the proper operation and maintenance of swimming pools, tennis courts or similar recreational facilities located within the Common Area; for collecting and disposing of garbage, ashes and rubbish; for employing night watchmen; for caring for vacant property; for removing grass or weeds; for constructing, purchasing, maintaining or operating any community service, or for doing any other thing necessary or advisable in the opinion of the Association for the general welfare of the members; for expenses incident to the examination of plans and the enforcement of these restrictions or any other building restrictions applicable to said property, or for any other purpose within the purposes for which the Association is incorporated.

16. All maintenance charges which shall remain due and unpaid on April 1, of the year in which said charges become due shall thereafter be subject to interest at the rate of seven (7%) percent per annum.

17. It is expressly understood and agreed that the annual maintenance charge shall be a lien and encumbrance on the land with respect to which said charge is made, and it is expressly agreed that by the acceptance of title to any of said lots or parcels the owner (not including thereby the mortgagee as long as he is not the owner) from the time of acquiring title thereto shall be held to have covenanted and agreed to pay to the Association, all charges provided for herein which were then due and unpaid to the time of his acquiring the title, and all such charges thereafter falling due during his ownership thereof. A certificate in writing issued by the Association or its agent shall be given on demand to

DEC 24 1968

5298



USE 5298 62776

any owner or prospective purchaser liable, or who may be liable for said charges, which shall set forth the status of said charges. This certificate shall be binding upon the parties hereto.

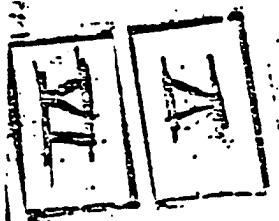
18. The lien provided for herein shall be subordinate to the lien of any mortgage or mortgages. Sale or transfer of any lot shall not affect the assessment lien. The sale or transfer of any lot which is subject to any mortgage, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, however, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

19. By his acceptance of title each owner shall be held to vest in the Association the right and power in its own name to take and prosecute all suits, legal, equitable, or otherwise, which may in the opinion of the Association be necessary or advisable for the collection of such charge or charges.

20. In the event that the Association shall at any time fail to maintain the Common Area in reasonable order and condition, the City may serve written notice upon the Association and upon said members setting forth the manner in which the Association has failed to maintain the Common Area in reasonable condition and said notice shall include a demand that deficiencies of maintenance be cured within thirty (30) days thereof, and, further, shall state the date and place of a hearing thereon before the City Council or such other Board, body or official to whom the City Council shall delegate such responsibility, which shall be held within fourteen (14) days of the notice. At such hearing the City may modify the terms of the original notice as to the deficiencies and may give an extension of time within which they shall be cured. If the deficiencies set forth in the original notice or in the modification thereof shall not be cured within said thirty (30) days or any extension thereof of the City, in order to preserve the taxable values of the properties within Lexington Common and the City of Northville, and to prevent the Common Area from becoming a public nuisance, may enter upon said Common Area and maintain the same for a period of one (1) year. Said maintenance by the City shall not constitute a taking of the Common Area nor vest in the public any right to use the same. Before the expiration of the said year the City shall upon its own initiative or upon the request of the Association, call a public hearing upon notice to the Association and to the members, at which hearing such Association or the members shall show cause why such maintenance by the City shall not, at the election of the City, continue for a succeeding year. If the City shall determine that the Association is not ready and able to maintain the Common Area in a reasonable condition the City may in its discretion continue to maintain said Common Area during the next succeeding year, and, subject to a similar hearing and determination, in each year thereafter. The cost of such maintenance by the City shall be assessed against the Association and the City shall be subrogated to the rights of the Association against its members to the extent of that cost.

DEC 27 1968

USE 5298 62776



21. The following general restrictions shall be applicable to the ownership, maintenance, use or improvement of all lots in Lexington Commons South Subdivision and Lexington Commons North Subdivision.

A. Use of Property.

1. Lots shall be used for providing residence purposes only and no building of any kind whatsoever shall be erected, reerected, moved or maintained except private dwellings. Such dwellings shall be designed and erected for occupation by, and occupied by, only 1 single-family. A private attached garage for the sole use of the owner or occupant may be provided. A family shall mean one person or a group of two or more persons living together and inter-related by bonds of consanguinity, marriage, or legal adoption. The persons thus constituting a family may also include foster children, gratuitous guests and domestic servants. The Grantor may permit the occupation of a dwelling by persons not constituting a family as defined herein provided it finds that such occupancy will not be detrimental to the purpose sought to be obtained by these restrictions.

2. Notwithstanding that which is contained herein to the contrary, the Grantor, his agents or sales representatives may occupy and use any house built in the subdivision or a temporary building or mobile trailer as a sales office for sales of lots and/or houses until all of the lots and/or houses built in this subdivision have been sold.

3. House trailers, boats or boat trailers, motor homes, or commercial vehicles including pick-up trucks (except while making normal deliveries) shall not be stored or parked on any lot except within a private attached garage.

4. No lot in said subdivision may be divided; provided however, that the Grantor may approve the division of a lot where a portion of said lot is to be combined with an adjoining lot and which thereafter shall be considered to be a part of said adjoining lot for all purposes.

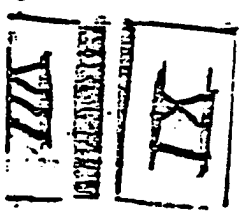
5. Entrance markers may be constructed on lots specified by the Grantor.

B. Character and Size of Building.

1. No building or other structure shall be commenced, erected or maintained, nor shall any addition to or change or alteration to any structure be made, except interior alterations, until the plans and specifications, prepared by a competent architect showing the nature, kind, shape, height and materials, color scheme, location on lots and approximate cost of such structure and the grading plan of the lot to be built upon shall have been submitted to and approved in writing by the Grantor and a copy of said plans and specifications as finally approved, lodged permanently with said Grantor.

DEC 21 1968

USA 5298





USA 5298 778

3. Fences, garden walls and similar devices shall be permitted within Lexington Commons. Such fences, garden walls, and similar devices shall be constructed, however, only after plans and specifications thereof shall first have been submitted in writing to Grantor and approved by him. In any event, no fences shall be permitted in the front yard or in either side yard except an ornamental fence not exceeding 3 feet in height. The front and side yard shall include all of that area from the front lot line back to the rear corner of the building closest to each side lot line. In approving any fence, garden wall or similar device the Grantor shall take into consideration the factors stated in the following paragraph. A fence will be permitted to be erected around any privately owned swimming pool as a safety precaution or in accordance with ordinances regulating the construction and use of swimming pools.

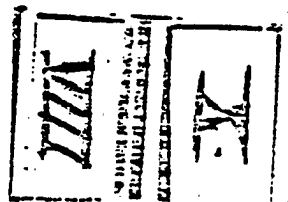
3. The Grantor shall have the right to refuse to approve any such plans or specifications or grading plan, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in so passing upon such plans, specifications and grading, it shall have the right to take into consideration the suitability of the proposed building or other structure to be built to the site upon which it is proposed to erect the same, and the harmony as planned in view of the outlook from the adjacent or neighboring properties. It is understood and agreed that the purpose of this paragraph is to cause the platted lands to develop into a beautiful, harmonious, private residence section, and if a disagreement on the points set forth in this paragraph should arise, the decision of the Grantor shall control.

4. In the event that Grantor shall have failed to approve or disapprove such plans and location within 30 days after the same shall have been delivered to the Grantor, however, then such approval will not be required provided the plans and location on the lots conform to, or are in harmony with, existing structures in the subdivisions, these restrictions, and any zoning law applicable thereto.

5. In any case, with or without the approval of the Grantor no dwelling shall be permitted on any lot in the subdivision unless in the case of a one story building the ground floor living area shall not be less than 1,000 square feet; in the case of a one and a half story building, the ground floor living area shall not be less than 800 square feet; in the case of a multi-level building the first and second level living area shall not be less than 800 square feet; and in the case of a two story building the ground floor area shall not be less than 700 square feet. All garages, when constructed, must be attached to the dwelling, either directly or by use of a covered breezeway and shall not be included in computing square feet.

D.C. 2/1968

USA 5298



5298 779

C. Building Lines.

No building on any of said lots shall be erected nearer than 30 feet to the front lot line or nearer than 8 feet to the side lot line with a combined sideyard width of not less than 20 feet, or nearer than 30 feet to the side line on any corner or nearer than 20 feet to the rear lot line as provided for under the Residential Unit Development Plan Ordinance, Section XIII B.08 (E), City of Northville, or except by written consent of the Grantor which consent the Grantor is empowered to give.

D. Animals.

No chickens, other fowl, horses or livestock shall be kept or harbored on any of the said lots. No animals shall be kept or maintained on any lot excepting household pets for use by the occupants of the dwelling. No animals shall be kept on the premises for any commercial use. Household pets shall have such care as not to be objectionable or offensive on account of noise, odor, or unsanitary conditions. Animals may be declared nuisances by Grantor and must be removed within 30 days if so requested in writing by Grantor or its authorized representatives.

E. Signs.

No sign or billboard shall be placed or maintained on any lot except one sign advertising the lot or house and lot for sale or lease, and having not more than three square feet of surface and the top of which shall be three feet or less above the ground; provided, however, such other signs may be erected and maintained on lots as are permitted under the current zoning ordinance or by written consent of the Grantor.

F. Easements.

Easements and rights of way are hereby reserved as shown on the recorded plat. In addition to the above, easements and rights of way are reserved in and over a strip of land six feet in width along all rear and side lot lines wherever it may be deemed necessary for the installation or maintenance of telephone or electric poles, lines or conduits or sewer, gas lines or water mains, for drainage purposes, or for the use of any other public utility deemed necessary or advisable by Grantor. The use of all or a part of such easements and rights of way may be granted or assigned at any time hereafter by the Grantor to any person, firm, governmental unit or agency or corporation furnishing any such services.

DEC 26 1968

5298



USA 5298 780

G. Refuse.

No refuse pile or other unsightly or objectionable materials shall be allowed on any of said lots unless the same shall be properly concealed. Refuse, ashes, building materials, garbage and debris of any kind shall be cared for in such a manner as not to be offensive to neighboring property owners. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood.

22. Assignment of Grantor's rights: Grantor may at any time assign all or part of its rights, privileges and duties of supervision and control in connection with these restrictions which are herein reserved to the Grantor, to the Lexington Commons Association and upon the execution and recording of appropriate instruments of appointment by the Grantor, the said Association shall thereupon have and exercise all the rights from further obligations and responsibilities in connection therewith. At such time as the Grantor or its successors no longer has interest in any property contained within Lexington Commons South or Lexington Commons North Subdivision, all such rights still held by the Grantor shall thereafter be vested in the Association.

23. Violation of any restriction or condition or breach of any covenant or agreement herein contained shall give the Grantor in addition to all other remedies provided by law, the right to enter upon the land as to which such violation or breach exists, and summarily to abate and remove, at the expense of the owner thereof, any erection, sign, thing or condition that may be or exist contrary to the intent and meaning of the provision hereof, and the Grantor shall not thereby be deemed guilty of any manner of trespass for such entry, abatement or removal.

24. All the restrictions, conditions, covenants, charges and agreements contained herein shall continue in force until January 1, 1990 and shall automatically be continued thereafter for successive periods of twenty (20) years each, provided, however, that after January 1, 1990 owners of property representing not less than 2/3 of the total votes applicable to Class A and Class B members of the Association may, with the approval of the City, amend these restrictions by written instrument executed by said owners and recorded in the Oakland County Records, and the Wayne County Records.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals in the City of Northville, Oakland and Wayne Counties, Michigan, on the date above stated.

Witness:

Marie H. Goodspeed  
Florence H. Adair

FRANK OLLENDORFF  
DELBERT BLACK

HICKORY GROVE LAND COMPANY

By Ross S. Campbell, Jr. Vice Pres.

By C. J. Fleming Secretary

CITY OF NORTHVILLE

By A. M. ALLEN

By MARTHA M. MILNE

DEC 21 1968

USA 5298



5298 781

STATE OF MICHIGAN )  
COUNTY OF WAYNE )

ss

On this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 1968, before me, a Notary Public in and for said County, personally appeared

and

to me personally known, who being by me duly sworn, did each for himself say that they are respectively the Mayor and the Clerk of the City of Northville, the municipal corporation named in and which executed the within instrument and that the seal affixed to said instrument is the corporate seal of said municipal corporation by authority of its City Council, and said deponents acknowledged said instrument to be the free act and deed of said municipal corporation.

Notary Public  
County, Michigan

My Commission expires: \_\_\_\_\_

1968 DEC 26 PM 2:10

CLERK OF COUNTY REGISTER OF DEEDS MICHIGAN

STATE OF MICHIGAN )  
COUNTY OF OAKLAND )

ss

On this 23 day of December, A.D. 1968, before me, a Notary Public in and for said County, personally appeared  
Ross S. Campbell, Jr.

AND C. J. Fleming

to me personally known, who being by me duly sworn, did each for himself say that they are respectively Vice President and Secretary of the Hickory Grove Land Company, the corporation named in, and which executed the within instrument, and that the seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said deponents acknowledge said instrument to be the free act and deed of said corporation.

Notary Public Marie H. Waisanen  
Oakland County, Michigan  
My Commission expires: Feb. 19, 1972

This instrument drafted by: C. J. Fleming, 32823 Twelve Mile Rd., Farmington, Michigan

DEC 24 1968

5298 781



Cable Television  
Access Agreement

This agreement made as of October 20, 1983 by and between North Lexington Condominium Association, a Michigan non-profit corporation, (the "Association") whose address is 1176 Concord, Northville, MI 48167 and Omnicom of Michigan, Inc. a Michigan corporation, ("Omnicom") whose address is 8465 Ronda Drive, Canton MI 48187, and Republic Development Corporation, a Michigan corporation ("Republic") whose address is 31275 Northwestern Hwy. suite 100, Farmington Hills, Michigan 48018.

(1) the Association hereby grants non-exclusive authority to Omnicom to provide, install and maintain, and Omnicom agrees to provide, install and maintain, cable television equipment and service to any and all co-owners of North Lexington condominium (the "condominium") described as:

North Lexington condominium, a condominium, according to the Master deed thereof, recorded in liber 7831, pages 380 through 416, Oakland County records, and as amended, and designated a Oakland County condominium subdivision plan no. 312, the site plan of which is attached hereto and made a part hereof as "Exhibit A", upon the terms and conditions set forth herein.

(2) This authority is for the installation, maintenance and servicing of equipment within the common elements of the condominium, it being understood and agreed that installation into the various units not owned by Republic shall be with the consent of the individual co-owners and occupants thereof. This Agreement also provides Omnicom access to the dwelling units still owned by Republic in order to make installation of cable television wire in the units while they are under construction or prior to their occupation. Such access and installations will be made with the cooperation of Republic.

(3) The installation of said service in the common elements shall be made in such a way as to preserve the architectural integrity and aesthetic qualities of the buildings and will be in compliance with all applicable codes and standards.

Prior to installation of service in the common elements, the board of directors and/or the architectural committee of the Association, as the case may be as designated by the board of directors, and Republic shall have the right to approve the installation plan. All outside wiring shall be underground

INITIAL HERE  
JZ

INITIAL HERE  
CEN

INITIAL HERE  
[Signature]

except where attached to condominium units. All wirings in or attached to condominium units to be inside the unit or concealed on the outside of the unit by location or wire mold in a fashion to be approved by the Association and Republic Development Corporation. Copies of the plan of unit wiring and outside underground wiring are to be submitted to the Association and Republic for approval before installation. Outside wiring to the second story above ground of a unit may be prohibited at the discretion of the Association or Republic.

(4) All access and use of the premises. Will be performed in a peaceful and orderly manner.

(5) For the protection of the Association and of Republic, Omnicom agrees to maintain public liability insurance of not less \$1,000,000.00 for injury to any one person, \$1,000,000.00 for injury resulting from any one accident, and property damage liability insurance of not less than \$500,000.00 and shall have the Association (and Republic development corporation so long as it has any interest in the subject property or in the adjacent/proposed future development property) named as additional parties insured and shall furnish a certificate evidencing same to the Association and to Republic and shall also furnish certificates of renewals at least 10 days prior to the expiration thereof.

(6) Omnicom shall assume full responsibility for any and all damages caused by Omnicom, its employees, agents or contractors, whether in the installation, repair, maintenance or removal of its system or otherwise, and shall fully indemnify, defend and hold the Association and Republic and their officers and directors harmless for any damage, claim and liability whatsoever arising out of or in any way connected with the installation, operation, use and maintenance of the cable television system and shall also provide for representation and/or reimbursement or payment of attorney's fees incurred due to said loss, damage, claims or liabilities. Omnicom shall maintain in full force and effect the insurance policies aforementioned in paragraph (5) to cover any such potential loss, damage, claims or liabilities.

(7) Omnicom shall assume all responsibility for all repairs, maintenance and/or removal of the system, said repairs and maintenance to be made in an expeditious manner, and the Association shall not be responsible for any repairs, maintenance or replacement of the system, including its equipment, on or about the common elements or within the Condominium Units as guarantor, or otherwise, except as such damage as may have resulted from the acts of its agents, servants and employees.

(8) Omnicom reserves the right to terminate this agreement if unable to install or maintain the system for any reason beyond its control. The Omnicom system and all its parts shall remain



in the property of Omnicom except as herein provided in paragraph (9).

(9) In the event of termination, Omnicom shall promptly remove, and shall be permitted access to the common elements and all Condominium Units for the sole purpose of removing its cable television system upon first acquiring consent of the individual Co-Owners and occupants whose Units must be entered. The common elements and Units shall be returned to the condition in which they were prior to entry at Omnicom's expense and there shall be as little disruption of traffic and activities upon the common elements as reasonably possible. Failure of Omnicom to remove its cable television system within 120 days after termination, subject to reasonable delays due to weather, Acts of God, Force Majeure or other causes beyond the control Omnicom, shall be deemed abandonment of said system to the Association at the option of the Association.

(10) Communication regarding this Agreement should be directed to: General Manager, Omnicom of Michigan, Inc., 8465 Ronda Drive, Canton MI and President, North Lexington Condominium Association, and President, Republic Development Corporation, at the addresses set forth herein or at such other addresses as may be communicated to the parties in writing.

(11) Without limitation to Omnicom's responsibility for damage as elsewhere set forth in this agreement, it is expressly understood Omnicom has been advised that there is an underground sprinkling system as well as other utilities and walks in the common elements, and Omnicom shall be responsible for any damage to any of same. Omnicom will exercise due diligence in preventing damage to same during installation and maintenance of its plant.

(12) Omnicom has been advised that there is an area adjacent to the Condominium labelled Proposed Future Development on the Site Plan attached hereto. Omnicom shall be responsible for any and all extra costs incurred by Republic in ~~the~~ development of same or any part thereof arising out of or because of the installation of Omnicom's system, including without limitation the tunnelling under or bridging over Omnicom's system. Republic shall not be responsible in any way whatsoever to Omnicom or anyone else for any damage to Omnicom's system by virtue of the development of the Proposed Future Development property or any part thereof or any property adjacent thereto, said damage being a risk of installation of Omnicom in a development area where development has not yet been completed. It is anticipated that Omnicom's system will be damaged during development of the Proposed Future Development area because, among other things, the grades of the existing land are not necessarily the eventual finished grades and Republic may be cutting and/or filling grades where Omnicom's system may be installed. This may also necessitate the lowering

Republic's

- 3 -





or raising of Omnicom's lines. In order to provide cable television service to Lexington North Condominiums, Omnicom is hereby given access across the western ten (10) feet along the western border of the portion of the Proposed Future Development property located north of Washington Circle. Upon completion of installation of the outside underground wiring of OMNICOM's system, OMNICOM shall give "as built" plans to both to the Association and Republic. North Lexington Condominium Association and its members understand and accept the fact that there may be temporary disruptions of the cable service due to the construction of further condominiums in the complex and agree not to hold Omnicom liable for any such disruptions in service which are not due to the fault of Omnicom.

(13) Omnicom agrees to abide by its rights and obligations under its franchise with the city of Northville.

(14) Omnicom agrees to install and maintain, in a good and workmanlike manner, a first-class, well-engineered cable television system, all at its sole cost and expense. Without limitation of the foregoing, Omnicom of Michigan, Inc. agrees to pay all costs of labor and materials so that service and programming will be made continually available to each Condominium Unit in the Condominium which subscribes for same, all with the understanding that there shall be no cost or expense whatsoever that shall be incurred or charged to the Association. The Co-Owners of each Condominium Unit who subscribe shall be individually charged and billed for connection to the system at the normal monthly or periodic rate for service permitted, and with normal installation charges as may be permitted, in Omnicom's franchise with the City of Northville. It is agreed that such rates for service and installation charges shall not be higher than Omnicom charges other subscribers in its City of Northville franchise area, and that in the event Omnicom reduces or lowers its rate and/or charges for same in the future to existing or new subscribers in its City of Northville franchise area then Omnicom shall offer such lowered rates and/or charges, as the case may be, to the existing and new subscribers in North Lexington Condominium. The broadband services Omnicom shall provide to subscribing Co-owners of North Lexington Condominium shall include at a minimum all those services provided by Omnicom to any other rental, condominium or cooperative complexes and single family dwellings in the City of Northville.

(15) Omnicom agrees to complete installation of the system within 180 days after the execution of this Agreement, subject to reasonable delays due to labor or material supply disruptions, weather (including frozen ground), Acts of God, Force Majeure or other causes beyond the control of Omnicom. The installation shall be with as little disruption of traffic and activities upon the premises as reasonably possible.



(16) Omnicom shall not allow any construction or other liens to attach to the Condominium premises and shall promptly discharge any such liens upon the request of the Association. In the event Omnicom fails to discharge such liens within 10 business days after notice to Omnicom, the Association may at its option discharge such liens and Omnicom shall promptly pay the Association the amounts required to discharge such liens, plus 18% of the amount so paid for each lien as a handling charge.

(17) Omnicom agrees to repair or restore to its condition prior to any damage or disturbance the Condominium premises or any part thereof which are damaged or disturbed during the installation, service, maintenance or removal of the system within ten (10) calendar days of such damage or disturbance and, anything herein to the contrary notwithstanding, if Omnicom fails to so repair or restore then the Association may, at its option, after notifying Omnicom with 30 prior days written notice, have the premises repaired or restored and Omnicom shall pay the Association for the actual costs of parts, labor and other expenses of same plus a 18% handling charge.

(18) Notwithstanding any other provision in this Agreement to the contrary, in the event Omnicom shall default in any of the undertakings recited in this Agreement and fail to cure the same within 60 days of the delivery of written notice to Omnicom, then the Association shall have the option to terminate this Agreement upon delivery of written notice to Omnicom. Notice shall be deemed to be delivered if mailed by certified mail, return receipt requested, addressed to Omnicom at its address as herein above recited or at such other address as shall be communicated to the Association by Omnicom in writing. Delivery shall be deemed effective the date following mailing.

(19) All rights and remedies of the Association and of Republic shall be cumulative and not alternative, in addition to and not exclusive of any right or remedy to which the Association or Republic may be lawfully entitled in case of a breach of any term or provision herein; the rights and remedies shall be continuing and exhausted by any one or more uses thereof, and may be exercised at any time or from time to time and as often as may be expedient; and any option or election to enforce such right or remedy may be exercised or changed at any time or from time to time.

(20) Should Omnicom, at the request of the Association or Republic from time to time, agrees to extend service to such Condominium Units built within the Proposed Future Development area in the attached site plan which become a part of North Lexington Condominium by expansion of the Condominium, then this Agreement shall be deemed expanded and amended to include such Units upon such request and the terms and provisions of this Agreement shall apply to such Units.



(21) This agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the parties hereto.

Witnessed:

NORTH LEXINGTON CONDOMINIUM ASSOCIATION

BY Carol E. Nette  
Carol E. Nette

ITS President

Paul N. Lehto  
PAUL N. LEHTO

REPUBLIC DEVELOPMENT CORPORATION

BY Leonard R. Farber  
Leonard R. Farber

ITS President

James R. Nette  
JAMES R. NETTE  
Edward Stulberg  
Edward Stulberg

OMNICOM OF MICHIGAN, INC.

BY Frederick G. Collman  
Frederick G. Collman

ITS General Manager

Camille Alawan  
Camille Alawan  
Kenneth Williamson  
Kenneth Williamson  
Karen Frost  
Karen Frost

State of Michigan)

County of LIVINGSTON <sup>SS</sup>

The foregoing instrument acknowledged before me this 26<sup>th</sup> day of October 1983 by Carol E. Nette, President of North Lexington Condominium Association, a Michigan non-profit Corporation, on behalf of the Association.

My Commission expires:

July 3, 1984

State of Michigan)

County of Oakland <sup>SS</sup>

Wanda L. Mac Peterson  
WANDA L. MAC PETERSON  
Notary Public  
Livingston County, Michigan

The foregoing instrument acknowledged before me this 20<sup>th</sup> day of October 1983 by Leonard R. Farber, President of Republic Development Corporation, a Michigan corporation, on behalf of the Corporation.

My Commission expires:

January 24, 1987

State of Michigan)

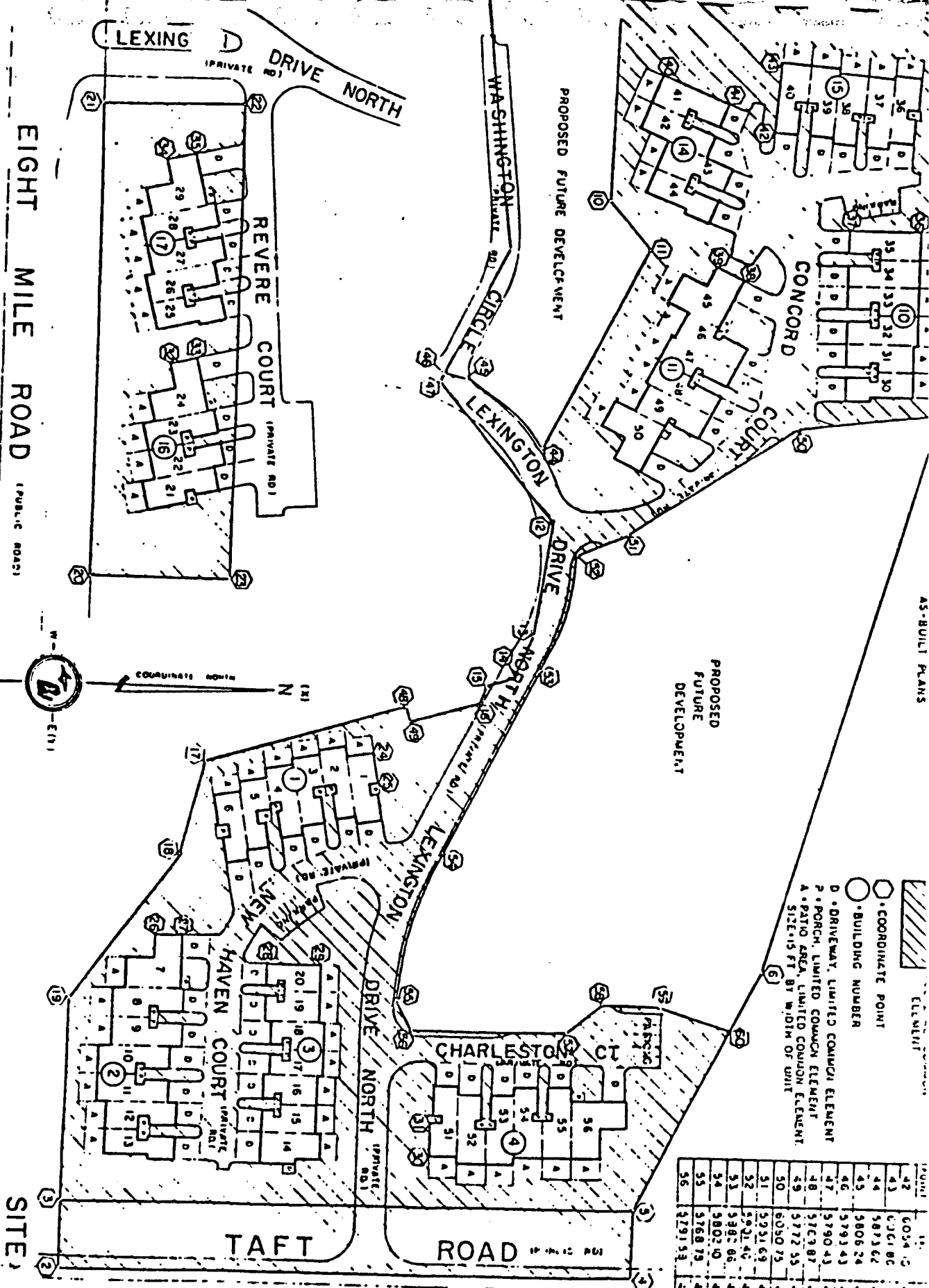
County of Wayne <sup>SS</sup>

Anne Steinbock  
Anne Steinbock, Notary Public  
Oakland County, Michigan

The foregoing instrument acknowledged before me this 8 day of November 1983 by Frederick G. Collman, General Manager of Omnicom of Michigan, a Michigan corporation, on behalf of the corporation.

My Commission Expires Feb. 1, 1984  
CAROL LYNN VENN  
Notary Public, Wayne County, Mich.  
Action in Oakland County, Mich.

Carol Lynn Venn  
Notary Public  
County, Mich.



**SITE PLAN**

**NORTH LEXINGTON  
CONDOMINIUM**

PROPERTY OF: 6-0073  
PROJECT: UNIT 6-0073

SCALE: 1" = 40'  
DATE: 11/15/83  
DRAWN BY: [Signature]

**APPROVED**  
[Signature]  
[Signature]

UNIT	AREA	PERMITS	REMARKS
42	6054.05	401.70	
43	6061.80	400.00	
44	5073.66	430.00	
45	5806.24	424.90	
46	5793.43	423.29	
47	5790.43	424.50	
48	5763.87	434.01	
49	5772.55	452.10	
50	6050.75	426.19	
51	5251.69	432.30	
52	5921.40	412.14	
53	5882.86	447.90	
54	5802.10	463.46	
55	5768.79	470.12	
56	5791.53	458.31	

UNIT	AREA	PERMITS	REMARKS
1	5000.00	400.00	
2	5400.00	450.00	
3	5400.00	450.00	
4	5900.00	490.00	
5	5900.00	490.00	
6	6000.00	500.00	
7	6200.00	520.00	
8	6200.00	520.00	
9	5900.00	490.00	
10	5900.00	490.00	
11	5900.00	490.00	
12	5900.00	490.00	
13	5900.00	490.00	
14	5900.00	490.00	
15	5900.00	490.00	
16	5900.00	490.00	
17	5900.00	490.00	
18	5900.00	490.00	
19	5900.00	490.00	
20	5900.00	490.00	
21	5900.00	490.00	
22	5900.00	490.00	
23	5900.00	490.00	
24	5900.00	490.00	
25	5900.00	490.00	
26	5900.00	490.00	
27	5900.00	490.00	
28	5900.00	490.00	
29	5900.00	490.00	
30	5900.00	490.00	
31	5900.00	490.00	
32	5900.00	490.00	
33	5900.00	490.00	
34	5900.00	490.00	
35	5900.00	490.00	
36	5900.00	490.00	
37	5900.00	490.00	
38	5900.00	490.00	
39	5900.00	490.00	
40	5900.00	490.00	
41	5900.00	490.00	
42	5900.00	490.00	
43	5900.00	490.00	
44	5900.00	490.00	
45	5900.00	490.00	
46	5900.00	490.00	
47	5900.00	490.00	
48	5900.00	490.00	
49	5900.00	490.00	
50	5900.00	490.00	

Exhibit "A"

INITIAL HERE  
[Signature]

INITIAL HERE  
[Signature]

INITIAL HERE  
[Signature]

Recorded in Liber 7831, Pages  
380 through 416, Oakland County  
Records, on August 5, 1980.

**MASTER DEED  
NORTH LEXINGTON CONDOMINIUM  
(Act 59, Public Acts of 1978)**

This Master Deed is made and executed on this 28th day of July, 1980, by Republic Development Corporation, a Michigan corporation, hereinafter referred to as "Developer," whose office is situated at 31275 Northwestern Highway, Suite 100, Farmington Hills, Michigan, represented herein by Leonard R. Farber, the President of the corporation, who is fully empowered and qualified to act on behalf of the corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978), hereinafter referred to as the "Act."

**WITNESSETH:**

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

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

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as North Lexington Condominium, Oakland County Condominium Subdivision Plan No. 312. The architectural plans for the Project were approved by the City of Northville. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

**ARTICLE II**

**LEGAL DESCRIPTION**

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

Part of the Southeast 1/4 of the Southeast 1/4 of Section 33, Town 1 North, Range 8 East, City of Northville, Oakland County, Michigan, described as follows: Beginning at a point North 00° 23' 08" West, 490.00 feet from the Southeast corner of said Section 33, thence South 89° 36' 52" West 230.00 feet; thence North 55° 33' 08" West 152.00 feet, thence North 76° 38' 35" West 81.58 feet; thence North 15° 11' 13" West 130.00 feet; thence North 00° 23' 08" West 40.00 feet; thence North 15° 13' 17" West 95.25 feet; thence South 63° 49' 27" East 223.42 feet; thence North 89° 36' 52" East 291.77 feet to a point on the East line of said Section 33 and the centerline of Taft Road, thence South 00° 23' 08" East, 264.06 feet along the centerline of Taft Road, to the Point of Beginning.

Subject to the right-of-way for Taft Road and also any other rights-of-way; also subject to all instruments and agreements of record and all easements and restrictions and all governmental limitations.

Also together with and subject to certain easements for utilities and for ingress and egress over and across the roads, driveways and walkways in Lexington Condo Homes as set forth in the Master Deed thereof recorded in Liber 5967 Pages 452 through 488, Oakland County Records.

ARTICLE III  
DEFINITIONS

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

- A. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978.
- B. "Association" shall mean North Lexington Condominium Association, a non-profit corporation organized under Michigan law of which all Co-owners shall be members which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- C. "Association Bylaws" means the corporate bylaws of the Association.
- D. "Common Elements," where used without modification, shall mean both the General and Limited Common Elements described in Article IV hereof.
- E. "Condominium Bylaws" means Exhibit A hereto, being the bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(4) of the Act to be recorded as part of the Master Deed.
- F. "Condominium Documents" wherever used means and includes this Master Deed and Exhibits A and B hereto, the Association Articles of Incorporation, Association Bylaws and Association Rules and Regulations.
- G. "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to North Lexington Condominium as described above.
- H. "Condominium Project," "Condominium" or "Project" means North Lexington Condominium as an approved Condominium Project established in conformity with the provisions of the Act.
- I. "Condominium Subdivision Plan" means Exhibit B hereto.
- J. "Consolidating Master Deed" means the final amended Master Deed which shall describe North Lexington Condominium as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed and all amendments thereto for North Lexington Condominium.
- K. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."
- L. "Developer" shall mean Republic Development Corporation, a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Wherever the word "Developer" is used this word shall include the successors and/or assigns of Republic Development Corporation regardless whether the words "successors" and "assigns" are or are not hereinafter used in conjunction with the word "Developer".
- M. "Unit," "Condominium Unit" or "Apartment" each mean the enclosed space constituting a single complete residential Unit in North Lexington Condominium as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.
- N. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE IV  
COMMON ELEMENTS

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

A. The General Common Elements are:

1. The land described in Article II hereof, including roads, sidewalks and parking spaces not designated as Limited Common Elements.
2. The electrical wiring network throughout the Project, up to the point of connection to the utility company's individual Unit electric meter; and also all wiring and fixtures connected to the utility company's electric meters servicing any General Common Elements.
3. The gas line network throughout the Project, including that contained within Unit walls, up to the point of entry into each Unit;
4. The telephone wiring network throughout the Project to the point of entry to the Unit perimeter wall;
5. The water distribution network throughout the Project, including all water meters and including all water distribution lines and fittings for the lawn irrigation systems and including the main feeder lines within each individual Unit, up to and including the main water shut-off valve within the individual Unit. The hose-bibb water supply lines including all line fittings up to the point of connection to each individual Unit water supply system shall also be General Common Elements;
6. The sanitary sewer system below the basement floor surface of each Unit, and drain tile system and storm drainage system throughout the Project.
7. The sump pumps, including all accessories related to their operation, located in some Units.
8. Foundations, supporting columns, Unit perimeter walls (including windows and doors therein but excluding storm and screen windows and storm and screen doors), roofs, ceilings, floor construction between Unit levels and chimneys.
9. Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep and safety of the Project.

B. The Limited Common Elements are:

1. Each driveway adjacent to a garage is appurtenant to the Unit of which the garage is a part.
2. Each porch and balcony is restricted in use to the Co-owner(s) of the Unit(s) which opens into such porch or balcony as shown on Exhibit B hereto.
3. Each patio or wooden deck constructed in "Patio Areas" as designated on Exhibit B hereto (if and where installed) shall be a Limited Common Element appurtenant to the Unit which opens into such patio or wooden deck. Wooden decks to be constructed in the Patio Areas shall be permitted only where earth grading terrain precludes concrete patio construction without retaining walls. Developer reserves the right to install and designate (or for the subsequent Co-owner of the Unit to install and designate) patios (or wooden decks in lieu thereof where permitted herein) as a Limited Common Element appurtenant to any Unit within the boundary limits delineated as Patio Areas on the Condominium Subdivision Plan; provided however, that prior to commencement of (or change in) construction of such patio or wooden deck, the Co-owner other than Developer shall obtain written approval of such construction or change including material and color from the Architectural Control Committee of the Association in accordance with the rules and regulations as promulgated by the Association.
4. Each individual air conditioner compressor and accessories related to the operation thereof is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.
5. The interior surfaces of Unit perimeter walls, windows, doors, ceilings and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

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



1. The costs of maintenance, repair and replacement of porches and balconies described in Article IV B2 above shall be borne by the Association; except that in the event a Co-owner should alter or add to a Common Element to the extent that the cost of maintenance, repair or replacement is increased, then such Co-owner shall bear such increase in costs.

2. Maintenance, repair and replacement of patios and wooden decks described in Article IV B3 shall be borne by the Co-owner of the Unit which opens into such patio or wooden deck. In the event of the Co-owner's failure to properly maintain and repair his patio or wooden deck, and failure to remedy the deficiency within 15 days after written notice by the Association, the Association shall have the right to effect such maintenance or repair in accordance with standards established by the rules and regulations of the Association (or in the absence of such established rules and regulations, then in accordance with the general standards of maintenance or repair throughout the Project), and to add the cost of such maintenance or repair to the next due maintenance assessment covering the respective Unit.

3. The costs of maintenance, repair and replacement of sump pumps, including the sump pit and all piping, wiring or other material appurtenant thereto, and water meters shall be an expense of Association administration. A Co-owner whose Unit contains a sump pump or water meter shall not restrict the Association, the utility company or respective governmental agency from entering into the Unit to maintain, repair or replace such equipment. Co-owners shall not convert the portion of the Unit containing such equipment to living area without prior written approval of the Architectural Control Committee of the Association so as to avoid preventing reasonable accessibility to such equipment. The Association shall not be responsible for damage to floor tile, carpeting, paneling, wall covering or other improvements or property in the Unit which may be damaged in the course of maintenance, repair and replacement of such equipment. Damage to the Common Elements caused by malfunction of such equipment shall be borne by the Association, except that in the event a Co-owner should alter or add to a Common Element to the extent that the cost of repair or replacement of the damage is increased, then such Co-owner shall bear such increase in costs.

4. The costs of decoration (including drywall repairs and the preparation of wall surfaces as may be necessary) and of maintenance, repair and replacement of all surfaces referred to in Article IV B5 above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

5. The costs of maintenance, repair and replacement of air conditioner compressors referred to in Article IV B4 above, and accessories related to the operation thereof, shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

6. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, except that in the event a Co-owner should alter or add to a Common Element to the extent that the cost of maintenance, repair or replacement is increased, then such Co-owner shall bear such increase in costs.

No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

## ARTICLE V

### UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of North Lexington Condominium as surveyed by H. W. Penn Engineers and attached hereto as Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines. The dimensions shown on basement and foundation plans in Exhibit B have been or will be physically measured by H. W. Penn Engineers. The architectural plans are shown in detail on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each Unit is set forth in subparagraph C below. The percentages of value were computed on the basis of the relative sizes of the Units, with the resulting percentages reasonably adjusted to total precisely one hundred (100%) percent. The percentage of value assigned to each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100. The percentage of value allocated to each Unit may be changed only with the prior written approval of each

institutional holder of a first mortgage lien on any Unit in the Project and with the unanimous consent of all of the Co-owners in an amendment to this Master Deed, duly approved and recorded, except as provided in Article VI hereof.

C. Set forth below are:

1. Each Unit number as it appears on the Condominium Subdivision Plan.
2. The percentage of value assigned to each Unit.

Unit Number	Percentage of Value Assigned
1	4.60
2	5.61
3	4.60
4	5.61
5	4.60
6	4.60
7	4.29
8	5.61
9	5.61
10	5.61
11	5.61
12	4.60
13	4.60
14	4.37
15	5.26
16	5.26
17	4.52
18	4.52
19	5.26
20	5.26

## ARTICLE VI

### EXPANSION OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of North Lexington Condominium and consisting of 20 Units is intended to be the first stage of an expansion Project to contain in its entirety a maximum of 204 Units. Additional Units, if any, will be added under the provisions of Article VII hereof or will be constructed upon all or some portion of the following described land:

Part of the Southeast 1/4 of the Southeast 1/4 of Section 33, Town 1 North, Range 8 East, City of Northville, Oakland County, Michigan described as follows:

Commencing at the Southeast corner of said Section 33, thence along the East line of said Section 33, North 00° 23' 08" West, 490.00 feet to the Point of Beginning, thence South 89° 36' 52" West, 230.00 feet; thence North 62° 53' 08" West, 230.00 feet; thence North 15° 11' 13" West, 272.88 feet; thence North 63° 49' 27" West, 40.00 feet; thence North 82° 21' 57" West, 97.94 feet; thence South 49° 53' 03" West, 150.30 feet; thence North 64° 27' 27" West, 124.85 feet; thence South 84° 10' 33" West, 219.88 feet; thence North 00° 01' 22" East, 381.90 feet; thence South 89° 59' 04" East, 350.00 feet; thence South 73° 14' 12" East, 484.87 feet; thence South 63° 45' 50" East, 231.80 feet; thence North 89° 36' 52" East, 60.00 feet; thence along the East line of said Section 33, South 00° 23' 08" East, 471.86 feet, to the Point of Beginning. Subject to an existing right-of-way for Taft Road over the Easterly 60.00 feet of the above description.

Also:

Commencing at the Southeast corner of said Section 33, thence along the East line of said Section 33, North 00° 23' 08" West, 60.00 feet; thence North 89° 47' 13" West, 260.00 feet to the Point of Beginning, thence North 00° 23' 08" West, 115.01 feet; thence North 89° 47' 13" West, 400.00 feet; thence South 00° 12' 47" West, 115.00 feet; thence South 89° 47' 13" East, 401.19 feet to the Point of Beginning.

Except therefrom that portion described in Article II hereof as it may be amended. Further, all of said property described in this Article VI shall be subject to the right-of-way for Taft Road and also any other rights-of-way; also subject to all instruments and agreements of record and all easements and restrictions and all governmental limitations.

(hereinafter referred to as "future development"). Therefore, any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 48 months after recordation of the Master Deed, be increased by the addition to this Condominium of any portion of the future development and the construction of residential Units thereon. The nature, appearance and location of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion and as may be approved by the City of Northville. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentage of value based upon relative size and amenities of various Units; *provided, however,* that in no such amendment or amendments shall the percentage of value assigned in Article V hereof be diminished to less than 0.10 percent by such amendment or amendments. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the additional parcel or parcels 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, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for, the future development, and to provide access to any Unit that is located on, or planned for, the future development from the roadways and sidewalks located in the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; *provided, however,* that a Consolidating Master Deed executed by Developer or its successors or assigns, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer or its successors or assigns to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer or its successors and assigns may, in its discretion, establish all or a portion of said future development as rental development, a separate Condominium Project (or Projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations nor Units of any specific type or design.

## ARTICLE VII

### MERGER OF CONDOMINIUM

The Condominium Project established pursuant to the initial Master Deed of North Lexington Condominium is believed to have been initially intended by another developer to be able to become a part of Lexington Condo Homes, a condominium established by Master Deed recorded in Liber 5967, Page 452 through 488, Oakland County Records. Developer reserves the right unto itself, or its successors or assigns, for and on behalf of the Condominium Project or unto the Association upon the Association obtaining the express written consent of Developer, within a period ending no later than 48 months after recordation of the Master Deed, to enter into and fulfill an agreement with Lexington Condo-Homes Association to merge the two Projects into one. Such merger of this Condominium Project with Lexington Condo Homes shall be given effect by an appropriate amendment to this Master Deed in the manner provided by law, which amendment shall be prepared by and at the discretion of the Developer or its successors and assigns and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustments, however, shall reflect a continuing reasonable relationship among percentage of value

based upon relative size and amenities of various Units; *provided, however*, that in no such amendment shall the percentage of value assigned in Article V hereof be diminished to less than 0.10 percent by such amendment. Such amendment to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the total Project as merged. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other Documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto; *provided, however*, that a Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto. Nothing herein contained, however, shall in any way obligate Developer to merge the Condominium Project.

## ARTICLE VIII

### EASEMENTS AND AGREEMENT RIGHTS

#### A. Easement for Maintenance of Encroachments.

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

#### B. Easements and Agreement Rights Retained by Developer.

1. *Roadway Easements.* Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, perpetual easements for the unrestricted use of all roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared as provided below by this Condominium and any portions of the land described in Article VI developed with occupied dwelling Units whose means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other occupied dwelling Units in the land described in Article VI whose means of access to a public road is over such road. An occupied dwelling Unit shall be a Unit with respect to which a certificate of occupancy has been issued by the local municipal authority regardless of whether the Unit is thereafter physically occupied; except that such Unit still owned by Developer and being offered for sale or rent and which has not been occupied as a residence shall not be considered an occupied dwelling Unit until sold or rented by Developer. The Developer reserves the right at any time prior to the First Annual Meeting of members of the Association to dedicate to the public a 60 foot right-of-way (or a right-of-way of such other width as may be required by the local public authority) over any or all of the roadways, including Taft Road, in North Lexington Condominium, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer only with the prior approval of the Michigan Department of Commerce (but without the consent of any Co-owner, mortgagee or other person) and shall be evidenced by an appropriate amendment to this 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 become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

2. *Utility Easements.* Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains (including but not limited to all utility appurtenances and lines) located in the Condominium Premises, including, but not limited to, water, gas, storm and sanitary sewer mains. In the event Developer, its successors or assigns or such future owners, utilizes, taps, ties into, extends or enlarges any utilities located on

the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. The Developer reserves the right at any time prior to the First Annual Meeting of members of the Association to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies or the Lexington Condo-Home Association and to transfer title to utilities to state, county or local governments or the Lexington Condo-Homes Association. Any such easement or transfer of title may be conveyed by the Developer only with the prior approval of the Michigan Department of Commerce (but without the consent of any Co-owner, mortgagee or other person) and shall be evidenced by an appropriate amendment to this 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 become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing easements or transfer of title.

3. *Right to Enter into Agreements.* Developer reserves the right for the Association to enter into agreements for and on behalf of the Condominium Project with the Lexington Condo-Home Association regarding (but not limited to) the following as well as other matters of mutual interest to the two Condominium Projects.

(a) Easements for unrestricted use of the roads, driveways and walkways in the Condominium for the purpose of ingress and egress to and from Lexington Condo Homes, a condominium established by Master Deed recorded in Liber 5967, Pages 452 through 488, Oakland County Records, as subsequently amended.

(b) Possible joint use of the swimming pool and community building and proportionate sharing of expenses of operation, maintenance, repair and replacement thereof in the event of such joint use.

(c) Sharing of a portion of the lawn sprinkling system and proportionate cost of expenses of operation, maintenance, repair and replacement.

(d) Joint use of parking areas, roadways and driveways.

(e) Mutual agreements regarding landscaping and snow removal services.

#### ARTICLE IX

#### AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to said Master Deed) may be amended with the consent of sixty-six and two-thirds (66-2/3%) percent of the Co-owners by value and 66-2/3% of the Unit first mortgagees (allowing one vote per Unit for each such first mortgage held) except as hereinafter set forth:

A. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

B. Prior to the date of the First Annual Meeting of members of the Association, the Developer may, with the approval of the Michigan Department of Commerce (but without the consent of any Co-owner or any other person), amend this Master Deed and the Plans attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

C. Except as provided in Articles VI and VII hereof and Article V, Section 6(c) of the Condominium Bylaws, the value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified nor shall the percentage of value assigned to any Unit be modified without the written consent of such Co-owner and his mortgagee holding a first mortgage.

D. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of ninety-five (95%) percent of all Co-owners by value and 95% of all Unit first mortgagees (allocating one vote per Unit for each such first mortgage held).

E. The Developer may, with the consent of a majority of the members of the Advisory Committee and the Michigan Department of Commerce, amend this Master Deed and the Condominium Bylaws attached hereto to extend the date of the First Annual Meeting of members if such amendment is not inconsistent with Section 90(1) of the Act.

F. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of the majority of the Co-owner members) and the Michigan Department of Commerce, amend this Master Deed to extend the date of expansion of the Condominium Project as set forth in Article VI hereof, or to extend the date of merger of the Condominium Project as set forth in Article VII hereof, if such amendment is not inconsistent with Section 90(1) of the Act.

G. Article VI, Article VII, Article VIII and this Article IX shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project.

WITNESSES:

REPUBLIC DEVELOPMENT CORPORATION,  
a Michigan corporation

/s/ Helen Greenstein  
Helen Greenstein

By: /s/ Leonard R. Farber  
Leonard R. Farber, President

/s/ Loretta C. Carroll  
Loretta C. Carroll

STATE OF MICHIGAN        )  
                                  )    SS.  
COUNTY OF OAKLAND     )

On this 28th day of July, 1980, the foregoing Master Deed was acknowledged before me by Leonard R. Farber, the President of Republic Development Corporation, a Michigan corporation, on behalf of the corporation.

/s/ Helen Greenstein  
Helen Greenstein  
Notary Public, Oakland County, Michigan  
My commission expires: 11-16-80

*Master Deed drafted by:*

William T. Myers  
Dykema, Gossett, Spencer, Goodnow & Trigg  
35th Floor, 400 Renaissance Center  
Detroit, Michigan 48243

*When recorded, return to drafter*

**OAKLAND COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 312  
EXHIBIT "B" TO THE MASTER DEED OF  
~~NORTH~~ LEXINGTON CONDOMINIUM  
CITY OF NORTHVILLE, OAKLAND COUNTY, MICHIGAN**

**DEVELOPER**  
REPUBLIC DEVELOPMENT CORP.  
31275 NORTHWESTERN HIGHWAY  
SUITE 100  
FARMINGTON HILLS, MICHIGAN 48018

**SURVEYOR**  
H.W. PENN - ENGINEERS  
46150 WEST MAIN ST.  
NORTHVILLE, MICHIGAN 48167

**PROPERTY DESCRIPTION**

PART OF THE S. E. 1/4 OF THE S. E. 1/4 OF SECTION 33, T.1N., R.8E., CITY OF NORTHVILLE, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS: BEGINNING AT A POINT N 00° 23' 08" W 490.00 FT. FROM THE S. E. CORNER OF SAID SECTION 33, THENCE S 89° 38' 52" W 230.00 FT.; THENCE N 55° 33' 08" W 152.00 FT.; THENCE N 76° 38' 35" W 81.58 FT.; THENCE N 15° 11' 13" W 130.00 FT.; THENCE N 00° 23' 08" W 40.00 FT.; THENCE N 15° 13' 17" W 95.25 FT.; THENCE S 63° 49' 27" E 223.42 FT.; THENCE N 89° 38' 52" E 291.77 FT. TO A POINT ON THE EAST LINE OF SAID SECTION 33 AND THE CENTERLINE OF TAFT ROAD, THENCE S 00° 23' 08" E 264.06 FT. ALONG THE CENTERLINE OF TAFT ROAD, TO THE POINT OF BEGINNING.

SUBJECT TO ALL EASEMENTS OF RECORD AND SUBJECT TO AN EXISTING RIGHT-OF-WAY FOR TAFT ROAD OVER THE EASTERLY 60.00 FT. OF THE ABOVE DESCRIPTION. ABOVE DESCRIPTION CONTAINS 2.602 ACRES, MORE OR LESS.

**SURVEYOR'S CERTIFICATE**

I, HAROLD W. PENN, HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL ENGINEER OF THE STATE OF MICHIGAN AND THAT THE SUBDIVISION PLAN KNOWN AS NORTH LEXINGTON CONDOMINIUM, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 312, AS SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THE SAID SURVEY IS TRUE AND COMPLETE AS SHOWN. THAT THE IRONS WILL BE OF THE CHARACTER AND OCCUPY THE POSITIONS AS INDICATED, ALL AS SHOWN ON SAID MAP, AND WILL BE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

I FURTHER CERTIFY THAT THE SURVEY PLAN, SHOWN HEREWITH, IS A CORRECT ONE, AND THAT PERMANENT IRON MONUMENTS CONSISTING OF BARS NOT LESS THAN ONE-HALF INCH IN DIAMETER AND EIGHTEEN INCHES IN LENGTH, HAVE BEEN SET AT POINTS MARKED THUS (O) AS THEREON SHOWN AT ALL ANGLES IN THE BOUNDARIES OF THE SAID SURVEY AS INCLUDED HEREWITH EXCEPT AS OTHERWISE NOTED.

DATE December 1, 1972 H.W. Penn  
REGISTERED PROFESSIONAL ENGINEER  
REGISTRATION NO. 8047  
46150 W. MAIN ST.  
NORTHVILLE, MICHIGAN 48167

ATTENTION: COUNTY REGISTRAR OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE AND THE VARIOUS CERTIFICATES ON THIS SHEET.

**SHEET INDEX**

- 1 - TITLE CERTIFICATE, SHEET INDEX AND PROPERTY DESCRIPTION
- 1-A - APARTMENT AREAS AND ACCESS ROAD EASEMENT
- 2 - SURVEY AND UTILITY PLAN
- 3 - SITE PLAN
- 4 - BASEMENT PLAN - BUILDING 1
- 5 - BASEMENT PLAN - BUILDING 2
- 6 - BASEMENT PLAN - BUILDING 3
- 7 - FIRST FLOOR PLAN - BUILDING 1
- 8 - FIRST FLOOR PLAN - BUILDING 2
- 9 - FIRST FLOOR PLAN - BUILDING 3
- 10 - SECOND FLOOR PLAN - BUILDING 1
- 11 - SECOND FLOOR PLAN - BUILDING 2
- 12 - SECOND FLOOR PLAN - BUILDING 3
- 13 - LONGITUDINAL SECTIONS - BUILDINGS 1, 2 & 3
- 14 - TYPICAL CROSS SECTIONS - BUILDINGS 1, 2 & 3



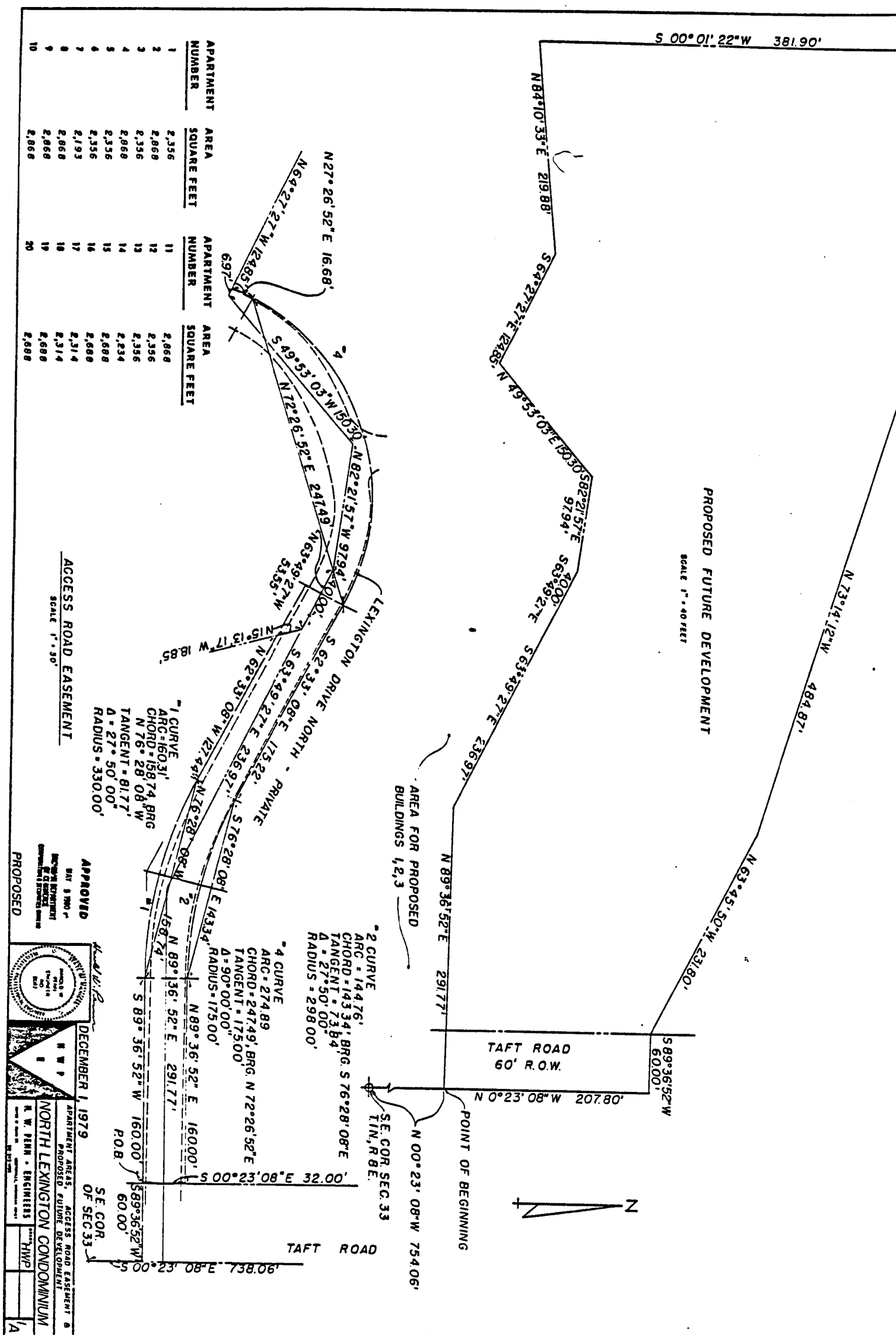
**APPROVED**  
H.W. PENN, P.E.  
REGISTERED PROFESSIONAL ENGINEER  
REGISTRATION NO. 8047

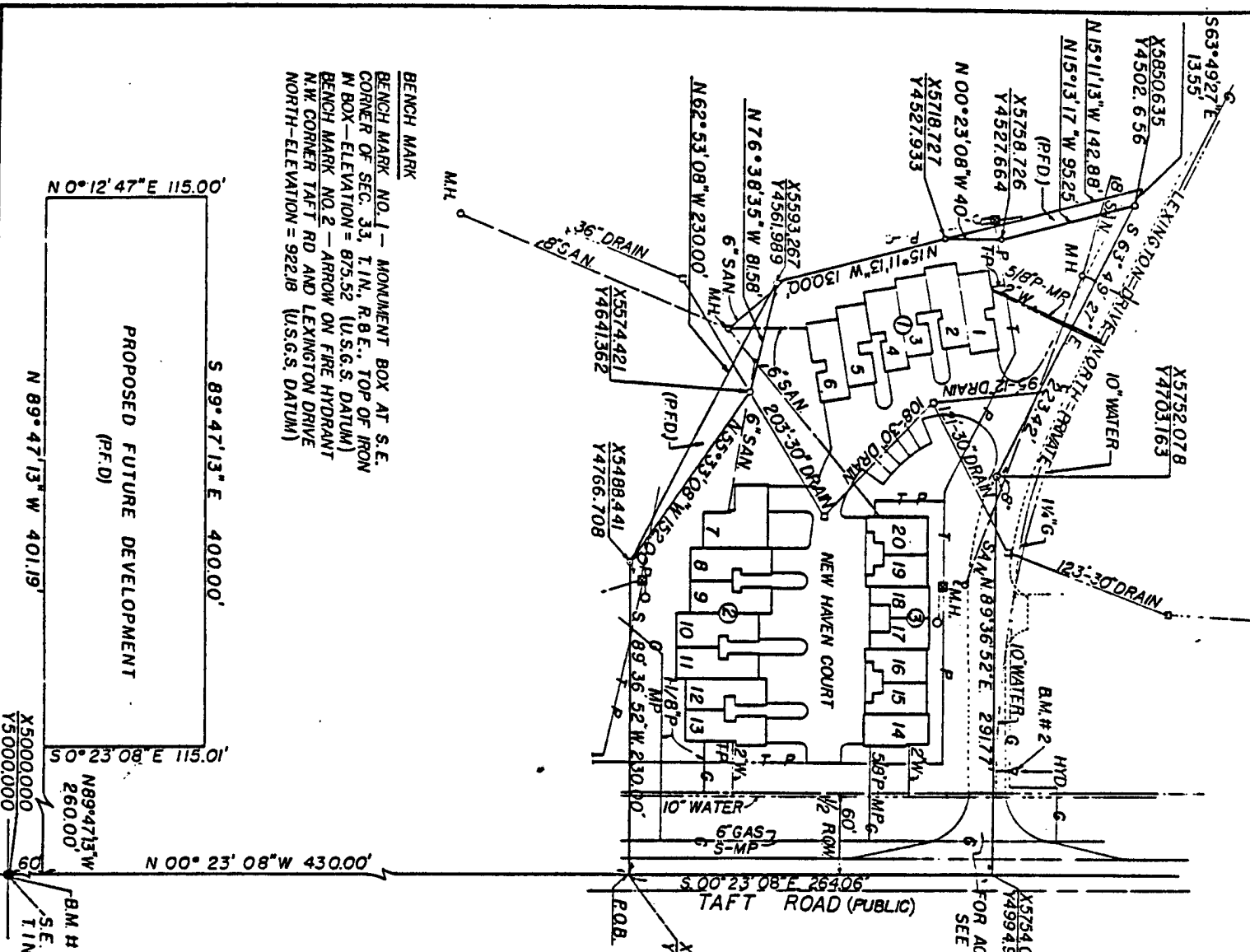


S 00° 01' 22" W 381.90'

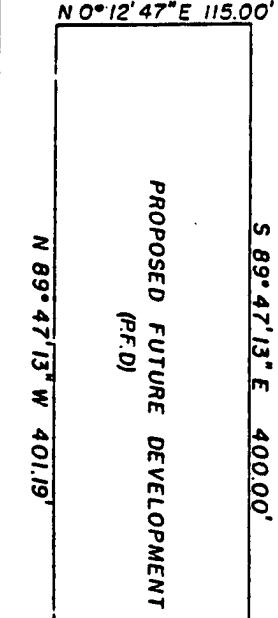
PROPOSED FUTURE DEVELOPMENT

SCALE 1" = 40 FEET





**BENCH MARK**  
 BENCH MARK NO. 1 - MONUMENT BOX AT S.E. CORNER OF SEC. 33, T.1N., R.8E., TOP OF IRON W BOX - ELEVATION = 875.52 (U.S.G.S. DATUM)  
 BENCH MARK NO. 2 - ARROW ON FIRE HYDRANT NW CORNER TAFT RD AND LEXINGTON DRIVE NORTH - ELEVATION = 922.18 (U.S.G.S. DATUM)



N 00° 23' 08" W 430.00'  
 S 89° 47' 13" E 400.00'  
 N 89° 47' 13" W 401.19'  
 S 0° 23' 08" E 115.01'  
 N 89° 47' 13" W 260.00'  
 X5000.000  
 Y5000.000  
 B.M. # 1  
 S.E. COR. SEC. 33  
 T.1N., R.8E.

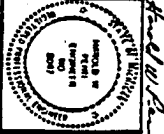
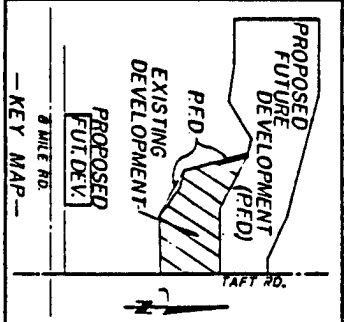


UTILITY	SOURCE OF LOCATION
WATER	FIELD OBSERVATION
SANITARY SEWER	PLANS BY McGINNIS ENG. CO.
STORM SEWER	PLANS BY McGINNIS ENG. CO.
GAS	CONSUMERS POWER CO.
POWER	DETROIT EDISON CO.
TELEPHONE	MICHIGAN BELL

**LEGEND**

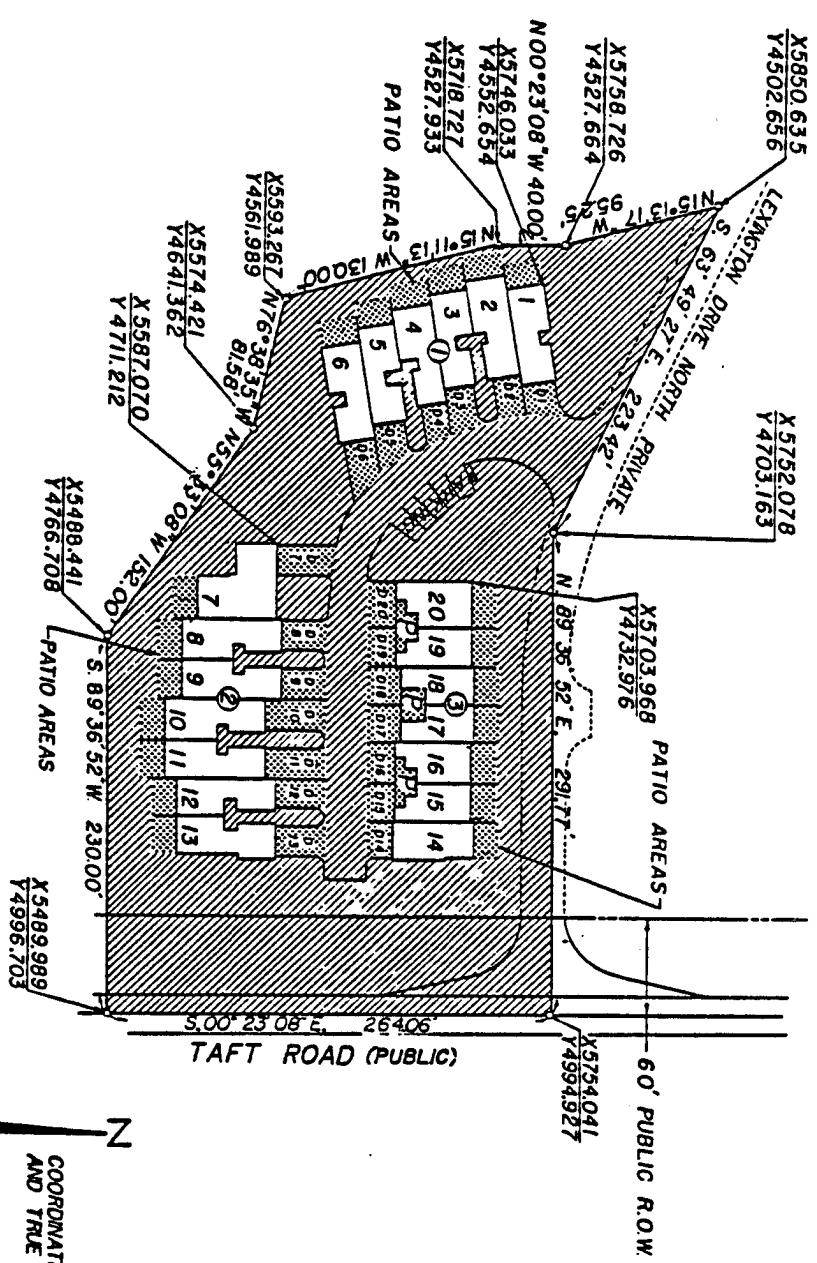
—S—	SANITARY SEWER	—PFD—	CLEAN-OUT
—W—	WATER MAIN	—PFD—	PROPOSED FUTURE DEVELOPMENT
—H—	FIRE HYDRANT		
—D—	STORM DRAIN		
—M—	DRAIN INLET		
—O—	MANHOLE		
—B.M.—	BENCH MARK		
—T—	IRON SET		
—G—	TELEPHONE		
—P—	GAS		
—P—	POWER		
—P.O.B.—	POINT OF BEGINNING		

THIS CERTIFICATE IS TO VERIFY THAT BUILDINGS 1, 2, 3, ARE DESIGNATED AS PROPOSED AND THAT THERE ARE NO ENCROACHMENTS UNLESS SHOWN.  
 Dated this 1st day of December, 1977  
 HAROLD W. PENN  
 REG. PROF. ENG. NO. 8047



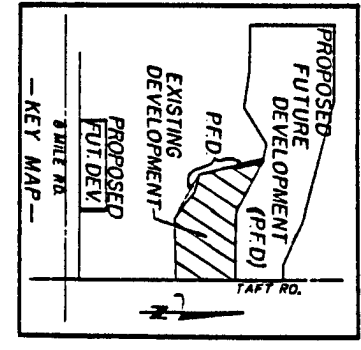
PROPOSED  
 SURVEY AND UTILITY PLAN  
 DECEMBER 1, 1979  
 NORTH LEXINGTON CONDOMINIUM  
 N. W. PENN • ENGINEERS  
 140

**APPROVED**  
 DATE 12/1/79  
 N.W. PENN  
 REGISTERED PROFESSIONAL ENGINEER  
 STATE OF MICHIGAN



COORDINATE NORTH  
AND TRUE NORTH

- LEGEND**
- UNITED COMMON ELEMENT
  - GENERAL COMMON ELEMENT
  - D - DRIVEWAY
  - P - PORCH



**APPROVED**

DATE: 11/28/79  
 REVIEWED BY: [Signature]  
 PROJECT: NORTH LEXINGTON CONDOMINIUM

**PROPOSED**

**SITE PLAN**

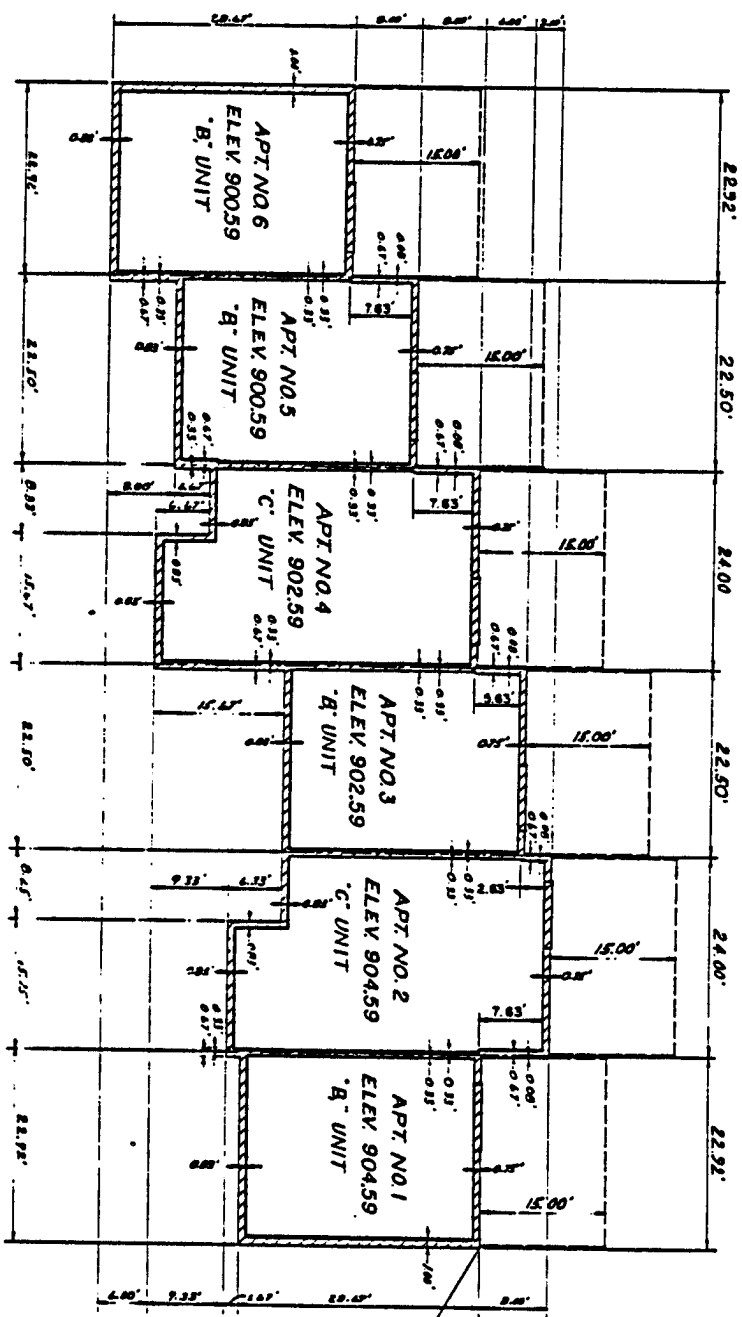
**NORTH LEXINGTON CONDOMINIUM**

H. W. PENN. - ENGINEERS

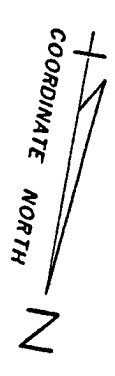
DATE: 11/28/79

PROJECT: NORTH LEXINGTON CONDOMINIUM

3



X5746033  
Y4552654



**LEGEND:**

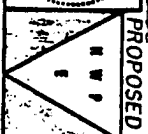
- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- - - - - LIMITS OF PATIO AREA

APPROVED

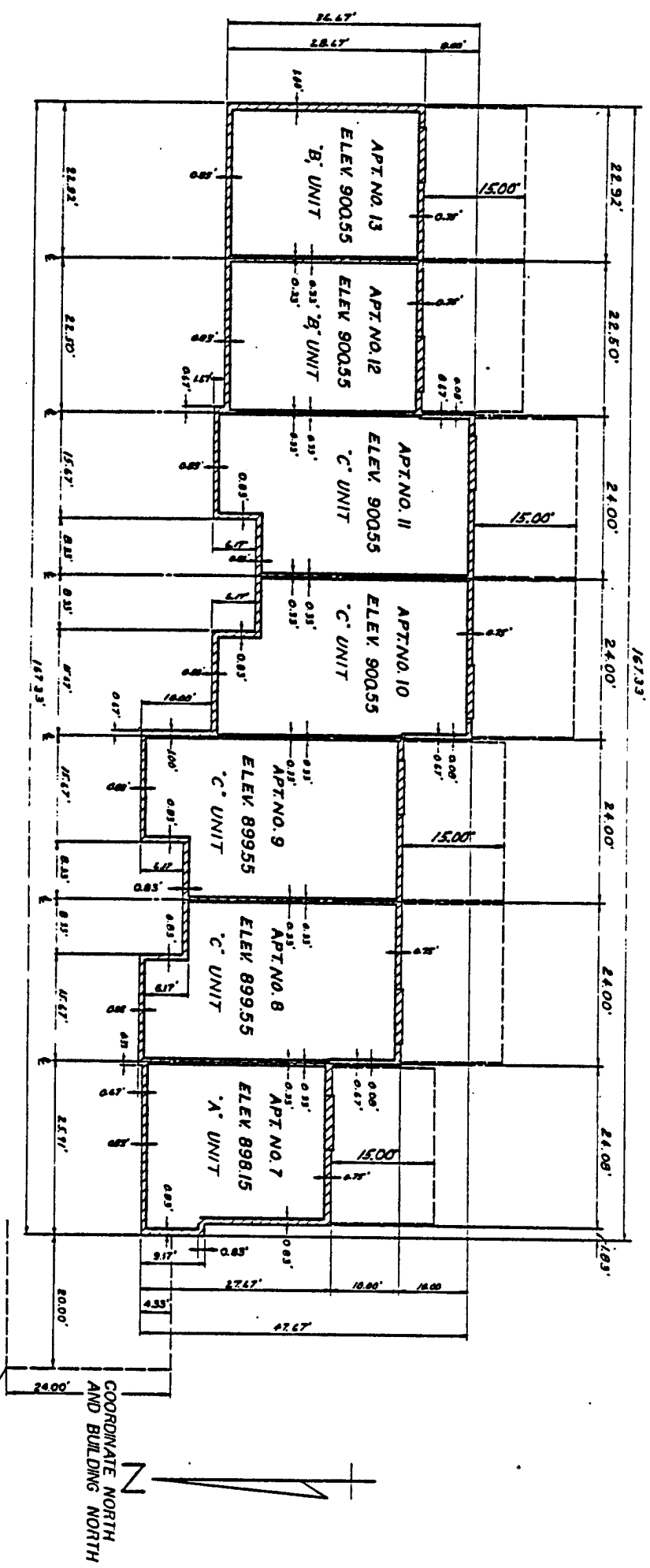
DATE 8/29/79  
BY [Signature]

PROPOSED

DECEMBER 1, 1979



BASEMENT PLAN - BUILDING 1	
NORTH LEXINGTON CONDOMINIUM	
N. W. FERN - ENGINEERS	DATE 8/29/79
10858	4



**LEGEND:**

— LIMITS OF OWNERSHIP

▨ GENERAL COMMON ELEMENT

--- LIMITS OF PATIO AREA

APPROVED

X5587,070  
Y4711,212

PROPOSED

BASEMENT PLAN - BUILDING 2

NORTH LEXINGTON CONDOMINIUM

DECEMBER 1, 1979

APPROVED

DATE: 8 200 P.

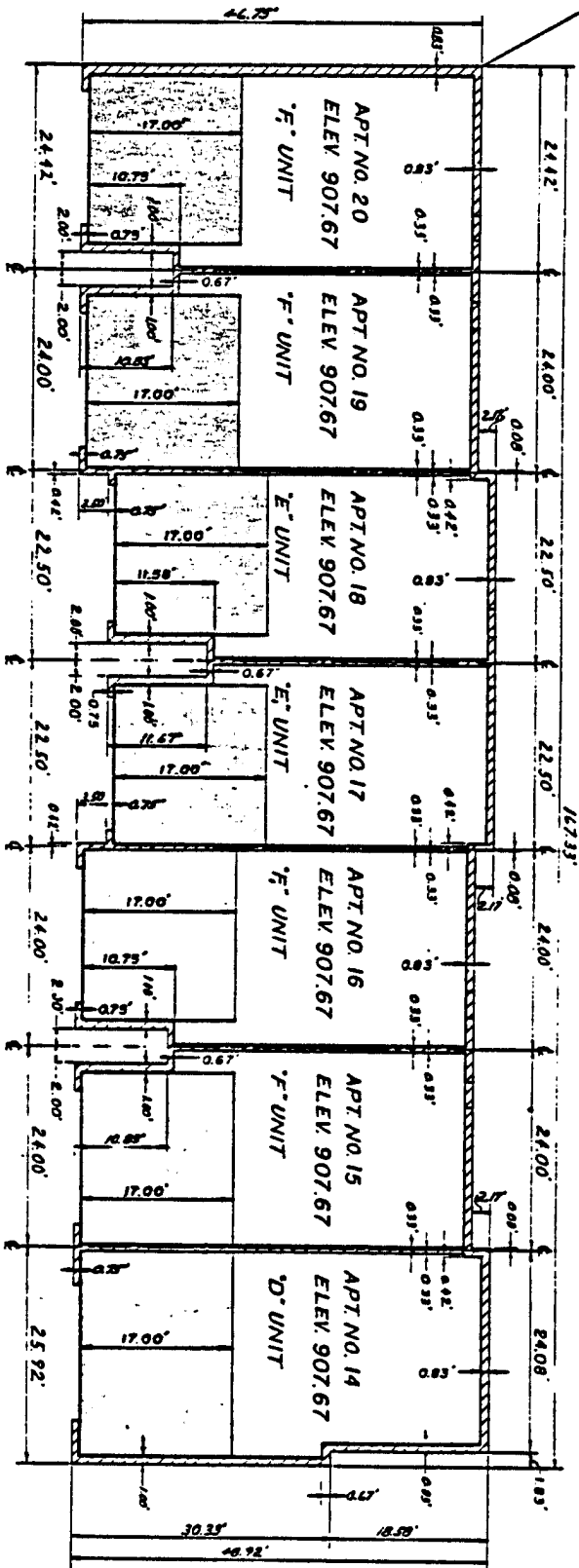
BY: [Signature]

R. W. BERN - ENGINEERS

SCALE: 1/8" = 1'-0"

5

X 5703.968  
Y 4732.976



COORDINATE NORTH  
AND BUILDING NORTH

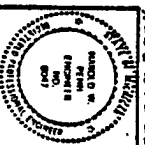
**LEGEND:**

- LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- DIFFERENT ELEVATION FROM BASEMENT FLOOR

**APPROVED**

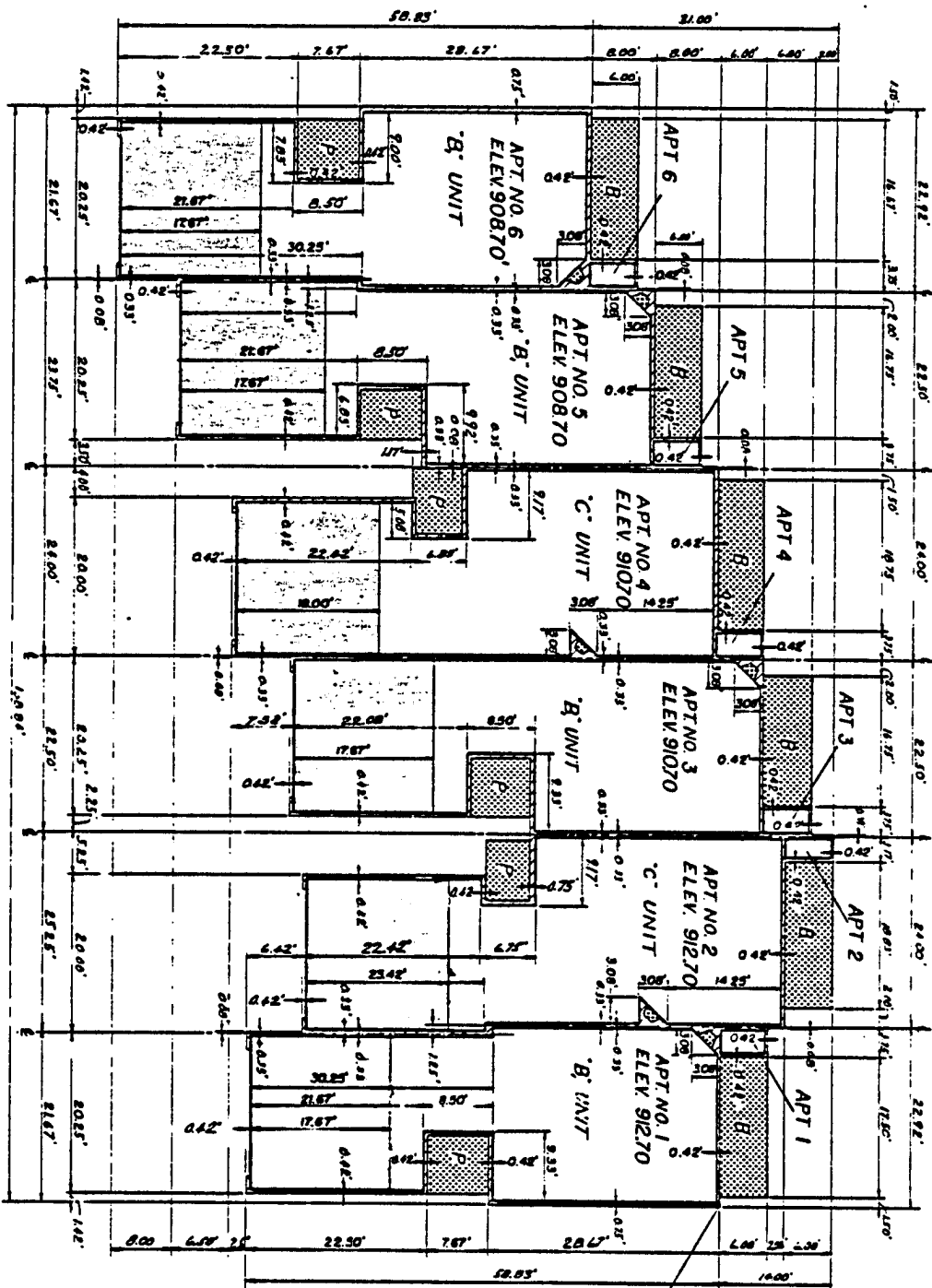
DATE 8/28/79  
REGISTERED PROFESSIONAL ARCHITECT  
COMMONWEALTH OF MASSACHUSETTS

PROPOSED



BASEMENT PLAN - BUILDING 3  
NORTH LEXINGTON CONDOMINIUM  
W. W. VEIN - ENGINEERS  
ARCHITECTS AND ENGINEERS  
100 STATE STREET, SUITE 200  
CAMBRIDGE, MASSACHUSETTS 02142  
DATE 1/8/79

DECEMBER 1, 1979



BUILDING BEARING N 9° 40' 00" W

COORDINATE NORTH  
N

X5746033  
Y4552654

LEGEND:  
LIMITS OF OWNERSHIP

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- DIFFERENT FIRST FLOOR ELEVATIONS
- PORCH
- BALCONY

APPROVED

DIV. 5 1980 P

REGISTERED ARCHITECT  
GENERAL AND STRUCTURAL DIVISION

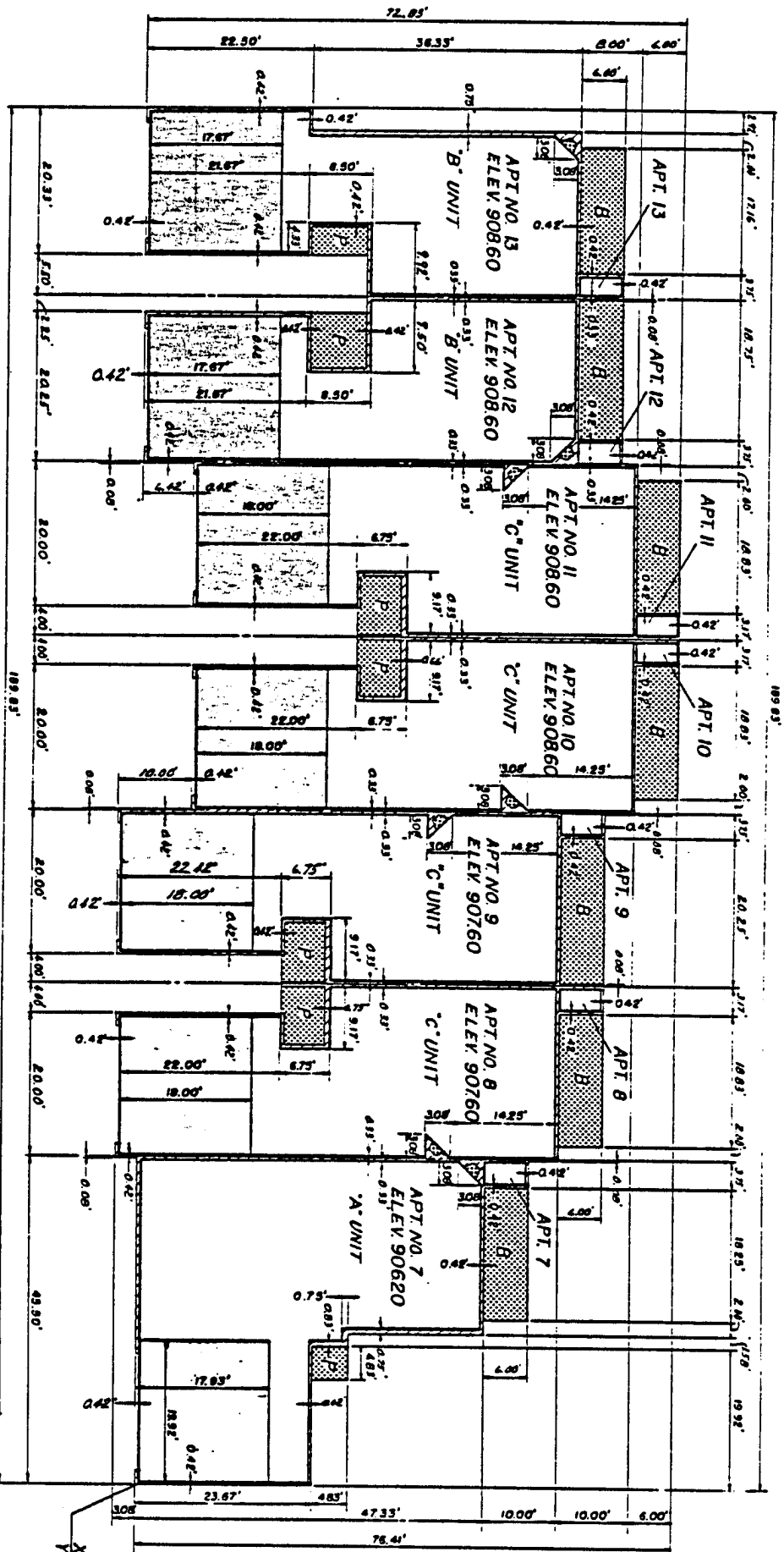
PROPOSED



FIRST FLOOR PLAN - BUILDING 1  
NORTH LEXINGTON CONDOMINIUM  
N. W. PERRY - ENGINEERS  
JWP  
7





DECEMBER 1, 1979





COORDINATE NORTH  
AND BUILDING NORTH

**LEGEND:**

-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
-  DIFFERENT FIRST FLOOR ELEVATIONS
-  LIMITS OF OWNERSHIP

**APPROVED**

DATE 9/19/79  
ARCHITECT  
ENGINEER

**PROPOSED**

P - PORCH    B - BALCONY

**PROPOSED**

**FIRST FLOOR PLAN - BUILDING 2**

**NORTH LEXINGTON CONDOMINIUMS**

**H. W. PERRY - ENGINEERS**

DATE 9/19/79

8

DECEMBER 1, 1979