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# OXFORD PARK CONDOMINIUM

## BYLAWS

### ARTICLE I

#### ASSOCIATION OF CO-OWNERS

Oxford Park Condominium, a residential building site Condominium Project located in the Charter Township of Canton, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

### ARTICLE II

#### ASSESSMENTS

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

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

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, or (c) to provide additions to the Common Elements not exceeding \$1,000.00 annually for the entire Condominium Project, or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof. The Board of Directors, including the first Board of Directors controlled by the Developer, may relieve Co-owners from payment, of all or some portion of their respectively allocable shares of the Association budget. The purposes of this provision is to provide fair and reasonable relief from Association assessments until such Co-owners actually commence utilizing the Common Elements on a regular basis.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (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 requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those

assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or of the members thereof. This Section 2(b) does not apply to special assessments levied by the Charter Township of Canton pursuant to applicable provisions of the Master Deed.

(c) **Limitations on Assessments for Litigation.** The Board of Directors shall not have authority under this Article II, Section 2, or any other provision of these Bylaws or the Master Deed, to levy any assessment, or to incur any expense or legal fees with respect to any litigation, without the prior approval, by affirmative vote, of not less than 66-2/3% of all Co-owners in value and in number. This subsection shall not apply to any litigation commenced by the Association to enforce collection of delinquent assessments pursuant to Article II, Section 5 of these Bylaws. In no event shall the Developer be liable for, nor shall any Unit owned by the Developer be subject to any lien for, any assessment levied to fund any cost of asserting any claim against Developer, whether by arbitration, judicial proceeding, or otherwise.

**Section 3. Apportionment of Assessments and Penalty for Default.** Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in annual installments, in advance, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment as prescribed by the Association. Each installment in default for 10 or more days will be subject to a late fee not to exceed twenty-five (\$25.00) Dollars for each month it remains in default. The Association may, pursuant to Article XIX, Section 4 hereof, levy fines for late payment of assessments in addition to such late fee. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his or her Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessment levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

**Section 4. Waiver of Use or Abandonment of Unit.** No Co-owner may exempt himself or herself from liability for his or her 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 or her Unit.

**Section 5. Enforcement.**

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

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

(c) **Notice of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after



mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his, her or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorneys' fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Wayne County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him or her that he or she may request a judicial hearing by bringing suit against the Association.

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

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

**Section 7. Developer's Responsibility for Assessments.** The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For instance, the only expenses presently contemplated that the Developer might be expected to pay are a *pro rata* share of snow removal and other road maintenance expenses and a *pro rata* share of General Common Element landscaping costs concerning Oxford Park Condominium as well as a *pro rata* share of any General Common Element liability insurance and other administrative costs which the Association might incur from time to time. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of

## ARTICLE III

### ARBITRATION

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

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

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

## ARTICLE IV

### INSURANCE

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

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

(b) **Insurance of Common Elements.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard

extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

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

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

**Section 2. Authority of Association to Settle Insurance Claims.** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the 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.

**Section 3. Responsibilities of Co-owners.** Each Co-owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the improvements constructed or to be constructed within the perimeter of his Condominium Unit and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner hereunder. In the event of the failure of a Co-owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Co-owner also shall be obligated to obtain insurance coverage for his or her personal liability for occurrences within the

Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for or with respect to deferred maintenance, reserves for replacement, reserves for contingencies, for capital improvements or other special assessments, except with respect to Units owned by it upon which a completed residence has been constructed. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. The Developer may, acting on its own or through its representatives on the Association's Board of Directors, suspend the necessity for making payments, in whole or in part, by a Co-owner (i) for a year from closing the purchase of his or her Unit, (ii) until his or her residence is completed or (iii) until December 31, 2005, whichever first occurs; the purpose of this provision is to give Developer the discretionary flexibility to provide relief from payment of assessments during the transitional period of development and marketing prior to the time that a more complete Association expense budget becomes an operational necessity. A completed residence shall mean a structure with respect to which a certificate of occupancy or temporary certificate of occupancy has been issued by the Township of Canton.

**Section 8. Property Taxes and Special Assessments.** All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

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

**Section 10. Construction Lien.** A Construction Lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

**Section 11. Statement as to Unpaid Assessments.** The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the 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.

perimeter of his or her Unit and the Limited Common Elements appurtenant thereto and any improvements located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Co-owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

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

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

## ARTICLE V

### RECONSTRUCTION OR REPAIR

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

(a) **General Common Element.** If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of first mortgages on any Unit in the Project unanimously agree to the contrary. Provided, however, that any General Common Elements required by Township Ordinances or site plan approval conditions shall be repaired or rebuilt unless Canton Township otherwise consents.

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

sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

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

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

**Section 4. Timely Reconstruction and Repair.** If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

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

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

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

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly,

and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

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

**Section 6. Priority of Mortgage Interests.** Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## ARTICLE VI

### RESTRICTIONS

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

**Section 1. Residential Use.** No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the Charter Township of Canton. Residences shall be designed and erected for occupation by, and occupied by, one single family. Neither the Units nor the Common Elements shall be used in violation of applicable zoning or other ordinances of the Charter Township of Canton or in violation of other pertinent laws or regulations and all Co-owners and the Association shall, whenever required, obtain affirmative approvals or permits from the Township as may be required by applicable ordinances.

**Section 2. Leasing and Rental.**

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

following 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 lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

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

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

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

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

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



Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall 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 do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association then the Association may do the following: (i) issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding; (ii) initiate proceedings pursuant to subsection (3)(iii) above.

**Section 3. Architectural Control.** No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing building, structure or improvement, unless plans and specifications therefor, including, but not limited to a, grading plan, tree removal plan, building and architectural plan and landscaping plan, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from all applicable public authorities. The Developer shall have the right to refuse to approve any such plans or specifications, color and/or material specifications, grading or landscaping plans, or building location plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed, the proposed location within the Unit and the location of structures within adjoining Units and the degree of harmony thereof within the Condominium as a whole. Any modifications or improvements for which the required approval of the Developer and/or the Association must be obtained shall always be made strictly in accordance with all requirements of the ordinances of the Charter Township of Canton and any other public agency having jurisdiction and any Co-owner failing to obtain any required permits and approvals from pertinent public agencies shall indemnify the Association against all expense or damage once begun, shall proceed promptly and shall be completed within a reasonable time and each Co-owner shall be duly diligent in pursuance of this requirement. Each Co-owner shall obtain a certificate of occupancy for his or her residence within one year after commencement, and, notwithstanding issuance of such certificate, no residence shall be left in an incomplete state on the exterior for longer than a year after construction begins. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Developer's rights under this Article VI, Section 3 may, in Developer's discretion, be assigned to the Association or other successor to Developer. Notwithstanding the foregoing, Developer or any person to whom or which it may expressly assign this right may construct any residence or other improvements upon the Condominium Premises that it (or any such specific

assignee) may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity.

**Section 4. Alterations and Modifications of Common Elements.** No Co-owner shall make alterations, modifications or changes in any of the Common Elements without the express written approval of the Board of Directors or the Developer as required pursuant to these Bylaws, including, without limitation, the erection of antennas, lights, aerials, awnings, newspaper holders, mailboxes, flag poles or other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or which emits humanly audible sound. No Co-owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or other Units or any element which affects an Association responsibility in any way.

**Section 5. Activities.** No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance, a nuisance or a safety hazard to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

**Section 6. Pets.** All animals kept within the Condominium Premises shall be maintained in strict accordance with Canton Township requirements and each Co-owner shall obtain from the Township any permit or approval required by law for the maintenance of any animal for which such Co-owner is responsible. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements or another Co-owner's Unit and any animal shall at all times be leashed and attended by some responsible person while in the Condominium. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to

the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that all pets be registered with it and approved by it on its form designed for such purpose and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section 6, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and/or revoke the privilege of a Co-owner to maintain a pet in the Condominium.

**Section 7. Aesthetics.** The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in garages or in other 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. Vacant Units must be neatly maintained by individual Co-owners with weeds cut and without accumulation of natural or other debris. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his or her Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his or her Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component of any building or other structure which is visible from a Common Element or other Unit without the written approval of the Association.

**Section 8. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the premises of the Condominium except as hereinafter provided or as provided in duly adopted rules and regulations. All vehicles shall be parked in garages to the extent possible. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may prohibit parking of vehicles other than passenger vehicles on the Common Elements. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Boats and boat trailers shall only be stored in garages.

**Section 9. Advertising and Signs.** No signs or other advertising devices or symbols of any kind shall be displayed which are visible from another Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the

Development and Sales Period, from the Developer. After the Development and Sales Period, one sign, not exceeding six (6) square feet in area advertising a Unit for sale, may be displayed so long as it conforms to the rules and regulations of the Association relative thereto with regard to size, shape, color, placement and such other criteria as the Association may deem appropriate. All such permitted signs must be maintained in good condition and shall be removed immediately after termination of their immediate use. Garage sales shall be conducted, if at all, only in accordance with such uniform rules and regulations as may be prescribed by the Board of Directors which shall have the authority to prohibit such sales entirely if deemed in the best interests of the Association.

**Section 10. Landscaping.** It is the Developer's intent that all landscaping installed within a Condominium Unit shall be designed, developed and constructed so as to be harmonious, complimentary and dignified. In order to accomplish such end, the Developer has reserved the right to approve each landscaping plan, which shall be submitted to the Developer prior to the installation of any landscaping within the Condominium Premises. The Developer shall have the right to refuse to approve any landscaping plan which is not deemed suitable or desirable in its opinion for aesthetic or other reasons. Unless granted a specific exemption by the Developer, each Co-owner shall install completed and approved landscaping within his or her Unit within six months after closing the purchase of the Unit.

**Section 11. Driveways and Garages.** All driveways shall be paved with asphalt, concrete, or paving bricks and shall be completed prior to occupancy. All garages shall be attached to the main dwelling and shall be side-facing unless specifically otherwise approved by the Developer.

**Section 12. Swimming Pools.** No above-ground swimming pool shall be erected or maintained upon any Unit. Subject to any approvals and/or permits which may be required to be obtained from Canton Township, in-ground swimming pools may be installed in the rear yard area only upon written approval of the Developer based upon plans and specifications thereof. The size, configuration and exterior appearance of any such in-ground swimming pool and its required fence shall be subject to the approval of the Developer.

**Section 13. Transmission Devices.** No outside radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Unit without the prior written consent of the Developer. Provided, however, that television reception disks, antennas and devices may be permitted and regulated by the Developer and the Association in accordance with the most stringent size and aesthetic standards promulgated from time to time by the Federal Communications Commission. Any such device must receive the written approval of the Developer or the Association prior to installation.

**Section 14. Dog Runs.** Dog runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by the Developer, and the Township of Canton relative to the location and design of fencing or other structures. Any such structure or dog run must be kept in a clean and sanitary condition at all times. The Developer shall have the right to prohibit any specific dog runs or other enclosed pet area in its discretion and none shall be constructed without written approval from the Developer, in its sole discretion.

**Section 15. Non-Disturbance of Wetlands.** A certain portion of the land within the Condominium contains wetland areas which are protected by federal and state law. Under the provisions of the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979, any disturbance of a wetland area by depositing material in it, dredging or removing material from it, draining or adding water from or to the wetland area may be done only after a permit has been obtained from the Michigan Department of Environmental Quality or its administrative successor. The penalties specified in the Goemaere-Anderson Wetland Protection Act are substantial. In order to assure that no inadvertent violations of the Goemaere-Anderson Wetland Protection Act occur, neither the Association nor any Co-owner may disturb the wetlands designated by any wetland delineation line contained on the Condominium Subdivision Plan without first obtaining: (1) any necessary Township permits; and (2) any necessary State of Michigan permits.

**Section 16. Air Conditioning.** No external air conditioning unit shall be placed in or attached to a window or wall of any structure. To the extent reasonably possible external components of an air conditioning system, heat pump or like system shall be located so as to minimize any disruption or negative impact thereof on adjoining Units in terms of noise or view.

**Section 17. Lawn Ornaments.** No lawn ornaments, sculpture or statues shall be placed or permitted to remain on any Unit without the prior written approval of the Developer.

**Section 18. Fences.** No fence, wall or hedge of any kind shall be erected or maintained on any Unit without the prior written approval of the Developer. Notwithstanding this Section 18, no fence shall be erected or maintained in the front of any Unit. The design, building materials and color of any legally required swimming pool fence shall likewise be subject to approval by the Developer.

**Section 19. Trees.** It is the intent of the Developer to preserve as many of the existing trees located in the Condominium as possible. No trees measuring four inches or more in diameter at ground level may be removed by any Co-owner without the written approval of Developer. Prior to commencement of construction, each Co-owner shall submit for Developer's approval, if so required by the Developer, a plan for the preservation of trees in connection with the construction process and landscaping process. It shall be the responsibility of each Co-owner to maintain and preserve all large trees on his or her Unit, which responsibility includes weeding trees, if necessary. Co-owners shall also comply with any ordinance of Canton Township, including woodlands regulations, which may be applicable from time to time to the Condominium Premises.

**Section 20. Basketball Hoops and Backboards.** Basketball hoops or backboards may be permitted only if approved in writing by the Developer in writing in advance of installation. If approved, they must be located in the back or side of a dwelling or garage, and then only if appropriately screened by landscaping or otherwise so as not to be visible from the road in the Project.

**Section 21. Street Lighting.** In the course of constructing a dwelling on a Unit, the Developer may require that any Co-owner shall erect and thereafter maintain at his or her own cost a street light or lamp post to provide lighting for the street in front of the Unit. The size, color, location, configuration, style, and illuminative power and power source of any such street light or

lamp post shall be specified by the Developer in order to insure consistency and uniformity within the Project. After initial construction, the Co-owner shall maintain such street light or lamp post in good working order and of excellent appearance, which obligation shall include the cost of any utilities attendant to the street light or lamp post. Such street light or lamp shall remain lit between the hours of dusk and dawn and shall be controlled by photoelectric cells. The Developer may waive this requirement with respect to any or all Units.

**Section 22. Requirements, Restrictions and Regulations Relative to Construction Activities.** The Developer hereby reserves the right (but does not assume the obligation) to establish and enforce such rules and regulations relative to the performance of construction and landscaping activities within the Project (whether or not in connection with the construction, repair or maintenance of a residence or other structure) as the Developer determines to be appropriate in order to maintain the tranquility, appearance and desirability of the Project. The Developer may establish rules and regulations in connection herewith and may levy fines and require the posting of security to assure compliance with this Section.

**Section 23. Side Yard Setbacks.** The residence within any Unit shall be set back at least ten (10) feet from one of the Unit side lines and shall be set back a total of thirty-five (35) feet from both Unit side lines combined.

**Section 24. Rules and Regulations.** It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Such rules and regulations may include, without limitation, the imposition of speed limits for vehicular traffic on the roads in the Condominium and the designation, specification, authorization, limitation and/or restriction of the various uses to which the General Common Element drainage area and the unspecified General Common Element areas may be put. All such restrictions shall be fairly and equitably administered for the benefit of all Co-owners. The purpose of such regulatory authority vested in the Association is to assure that all such amenities will be utilized in a reasonable, safe, orderly and environmentally sound manner with due regard for preservation of serenity, avoidance of congestion and maintenance of high community standards.

**Section 25. Common Element Maintenance.** Common Element areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No personal property of Co-owners may be left on or about the Common Elements.

**Section 26. Co-owner Maintenance.** Each Co-owner shall maintain his or her Unit 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, gas, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or

which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 27. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units as may be necessary to respond to emergencies. 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 or her Unit or improvements constructed thereon and caused thereby. This provision shall not be construed to permit access to the interiors of residences or other structures.

**Section 28. Reserved Rights of Developer.**

(a) **Prior Approval by Developer.** During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to, any structure be made (including in color or design), except interior alterations which do not affect the exterior appearance of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the construction or development activities or other marketing or commercial activities or signs or billboards, of the Developer during the Development and Sales Period or of the Association in furtherance of its powers

and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

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

**Section 29. General.** The purpose of this Article VI is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon all Co-owners. The Developer may, in the Developer's sole discretion, waive, at any time during the Development and Sales Period, any part of the restrictions set forth in this Article VI due to unusual topographic, natural or aesthetic considerations or other circumstances which the Developer deems compelling. Any such waiver must be in writing and shall be limited to the Unit to which it pertains and shall not constitute a waiver as to enforcement of the restrictions as to any other Unit. Developer's rights under this Article VI may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that Developer may, in Developer's sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents. Provided, however, that neither the Developer nor the Association nor any Co-owner shall violate any site plan approval condition or other requirement of the Township imposed with specific regard to its approval of Oxford Park Condominium or the Township ordinances in general without the specific approval of the Township relative thereto.

## ARTICLE VII

### MORTGAGES

**Section 1. Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such



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

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

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

## ARTICLE VIII

### VOTING

**Section 1. Vote.** Each Co-owner shall be entitled to one vote for each Condominium Unit owned.

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

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

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

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

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

## ARTICLE IX

### MEETINGS

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

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

**Section 3. Annual Meetings.** Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year after the year in which the First Annual

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

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

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

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

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

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

within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

## ARTICLE X

### ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 33-1/3% of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

**Section 1. Number and Qualification of Directors.** The affairs of the Association shall be governed by a Board of three 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 selected by the Developer. Directors shall serve without compensation.

**Section 2. Election of Directors.**

(a) **First Board of Directors.** The first Board of Directors shall be comprised of three persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of a non-developer Co-owner to the Board as provided in Subsection 2(b) below. Immediately prior to the appointment of a non-developer Co-owner to the Board, the Board shall be increased in size from three persons to four persons to accommodate the addition of a non-Developer Co-owner. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

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

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

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

(2) Regardless of the percentage of Units which have been conveyed, upon the expiration of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of

members of the Board of Directors equal to the percentage of Units which are owned by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (1). Application of this subparagraph does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (b) and subparagraph (c)(1), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subparagraph (c)(2) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one Director as provided in subparagraph (1).

(4) At the First Annual Meeting three Co-owner Directors shall be elected for a term of two years and one Director shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two persons receiving the highest number of votes shall be elected for a term of two years and the one person receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one or two Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for one of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting. If the Developer still owns at least 10% of the Units at the time of the First Annual Meeting, it may maintain a fourth Director on the Board so long as it maintains such 10% ownership. When such ownership is reduced below 10%, the Developer designee shall be deemed to have automatically resigned and the Board shall continue thereafter to perform its functions with three members as above set forth.

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

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

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- (f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section 25 of these Bylaws.
- (i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.
- (j) To enforce the provisions of the Condominium Documents.

**Section 5. Management Agent.** The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the

Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 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.

**Section 6. Investigation and Assertion of Claims.** In order to minimize the possibility of imprudent and/or excessively costly assertion of claims without notice to and decisional participation by Co-owners, the Board shall establish and follow thorough procedural guidelines for the investigation and assertion of claims on behalf of the Association in order to facilitate compliance with the provisions of Article II, Section 2(c) of these Bylaws. Such guidelines shall be directed to the orderly evaluation of claims in a manner and to a degree that will enable the Board to make an affirmative recommendation to the Co-owners regarding such claims. Prior to engagement of attorneys or experts for the evaluation of claims, and the levying of any special assessments therefor, the Board shall conduct its own evaluation and make recommendations to the membership at a special meeting for such purpose at which such proposed undertakings shall be approved by sixty-six and two-thirds percent (66-2/3%) of all Co-owners prior to implementation by the Board. Modified undertakings involving material cost increases and ultimate commencement of formal proceedings for assertion of claims shall each require that the Board follow the same procedure for obtaining membership approval. At each meeting of the members for approval of investigation and evaluation of claims, commencement of proceedings and levying of assessments in connection therewith, the Board shall furnish a report to the members with notice of the meeting on the determinations, recommendations and findings of the Board together with other pertinent information including, without limitation: (a) the basis for the claims; (b) the professional credentials of attorneys and/or other experts to be engaged; (c) cost projections and proposed fee agreements with respect to the investigation, evaluation and prosecution of the claims; (d) reports as to prior and anticipated actions taken and to be taken and the timing thereof.

**Section 7. Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

**Section 8. Removal.** At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise,



any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

**Section 9. First Meeting.** The first meeting of a newly elected Board of Directors shall be held within 10 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

**Section 11. Special Meetings.** Special meetings of the Board of Directors may be called by the President on three days' notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

**Section 12. Waiver of Notice.** Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

**Section 13. Quorum.** At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

**Section 14. First Board of Directors.** The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

**Section 15. Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## ARTICLE XII

### OFFICERS

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

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

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

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

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

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

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

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

## ARTICLE XIII

### SEAL

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

## ARTICLE XIV

### FINANCE

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

**Section 2. Fiscal Year.** The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Directors. The commencement date

of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

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

## ARTICLE XV

### LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

**Section 1. Limitation of Liability of Volunteers.** No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer Director or officer except for liability arising from: (a) Any breach of the volunteer Director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the volunteer Director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

**Section 2. Assumption of Liability of Volunteers.** The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

**Section 3. Indemnification of Volunteers.** The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the

action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the board of directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

## ARTICLE XVI

### AMENDMENTS

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

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

**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act.

**Section 4. By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

**Section 5. When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Wayne County Register of Deeds.

**Section 6. Binding.** A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have

an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

## ARTICLE XVII

### COMPLIANCE

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

## ARTICLE XVIII

### DEFINITIONS

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

## ARTICLE XIX

### REMEDIES FOR DEFAULT

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

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

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

**Section 3. Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where

reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

**Section 4. Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX thereof.

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

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

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

## ARTICLE XX

### ASSESSMENT OF FINES

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

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

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

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting but in no event shall the Co-owner be required to appear less than ten days from the date of the notice.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall so notify such Co-owner within ten (10) days of its decision. The Board's decision is final.

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

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

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

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

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

**Section 4. Collection.** The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable within thirty days after notice to such Co-owner of the assessment of the fine. Failure to pay the fine in a timely fashion will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

## ARTICLE XXI

### RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or



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

## **ARTICLE XXII**

### **SEVERABILITY**

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

ATTENTION: WAYNE COUNTY REGISTER OF DEEDS  
 CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED  
 CONSECUTIVELY WHEN RECORDED BY THE REGISTER OF  
 DEEDS. THE SUBDIVISION PLAN NUMBER AND SHEET NUMBER  
 MUST BE PROMINENTLY SHOWN ON THIS SHEET AND ON  
 SHEET 2 IN THE SURVEYOR'S CERTIFICATE.

WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 688  
 EXHIBIT "B" TO THE MASTER DEED OF  
OXFORD PARK CONDOMINIUM

PART OF THE SOUTHEAST 1/4 OF SECTION 5, TOWN 2 SOUTH, RANGE 8 EAST  
 CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN

**SURVEYOR:**  
 MICHAEL L. PRIEST, P.E., P.S.  
 MICHAEL L. PRIEST & ASSOCIATES, INC.  
 40655 KOPPERNICK ROAD  
 CANTON, MICHIGAN 48187

**DEVELOPER:**  
 ESTATE/MILLCREEK/CANTON L.L.C.  
 70 WEST BIG BEAVER ROAD, SUITE 116  
 TROY, MICHIGAN 48068

**PROPERTY DESCRIPTION:**  
 OXFORD PARK CONDOMINIUM

PART OF THE S.E. 1/4 OF SECTION 5, TOWN 2 SOUTH, RANGE 8 EAST,  
 CANTON TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS FOLLOWS  
 COMMENCING AT THE E. 1/4 CORNER SECTION 5 T.2 S., R.8 E., THENCE  
 ALONG THE EAST AND WEST 1/4 LINE OF SECTION 5, ALSO THE CENTERLINE  
 OF GYDE ROAD (66 FEET WIDE), 589°39'24"W, 1331.54 FEET TO THE  
 POINT OF BEGINNING AND THE WESTERLY BOUNDARY OF STRATFORD PARK  
 SUB'D. NO. 2 (LIBER 10B, PAGES 32-33, W.C.R.); THENCE S01°20'50"W  
 302.69 FEET TO THE NORTHERLY BOUNDARY OF BUCKINGHAM PLACE SUB'D.  
 (LIBER 105, PAGES 41-47, W.C.R.); THENCE ALONG SAID BOUNDARY  
 589°38'49"W, 1303.75 FEET; THENCE CONTINUING ALONG SAID BOUNDARY  
 N01°20'05"E, 389.86 FEET; THENCE N89°36'49"E 535.28 FEET;  
 THENCE N01°19'02"E, 813.93 FEET TO THE EAST AND WEST 1/4 LINE  
 OF SECTION 5. ALSO THE CENTERLINE OF GYDE ROAD (66 FEET WIDE);  
 THENCE N89°39'24"E, 669.03 FEET TO THE POINT OF BEGINNING.  
 CONTAINING 23.0050 ACRES OF LAND.

**SHEET INDEX:**

NO.	TITLE
1	COVER SHEET
2	SURVEY PLAN
3	SITE PLAN (NORTHERLY PORTION)
4	SITE PLAN (SOUTHERLY PORTION)
5	UTILITY & EASEMENT PLAN (NORTHERLY PORTION)
6	UTILITY & EASEMENT PLAN (SOUTHERLY PORTION)

EXAMINED AND APPROVED  
 DATE JAN 2 2003  
 BY *[Signature]*  
 DANIEL P. LAWE  
 PLAT ENGINEER

*[Signature]*  
 MICHAEL L. PRIEST  
 PROFESSIONAL SURVEYOR  
 LICENSE NUMBER 22733

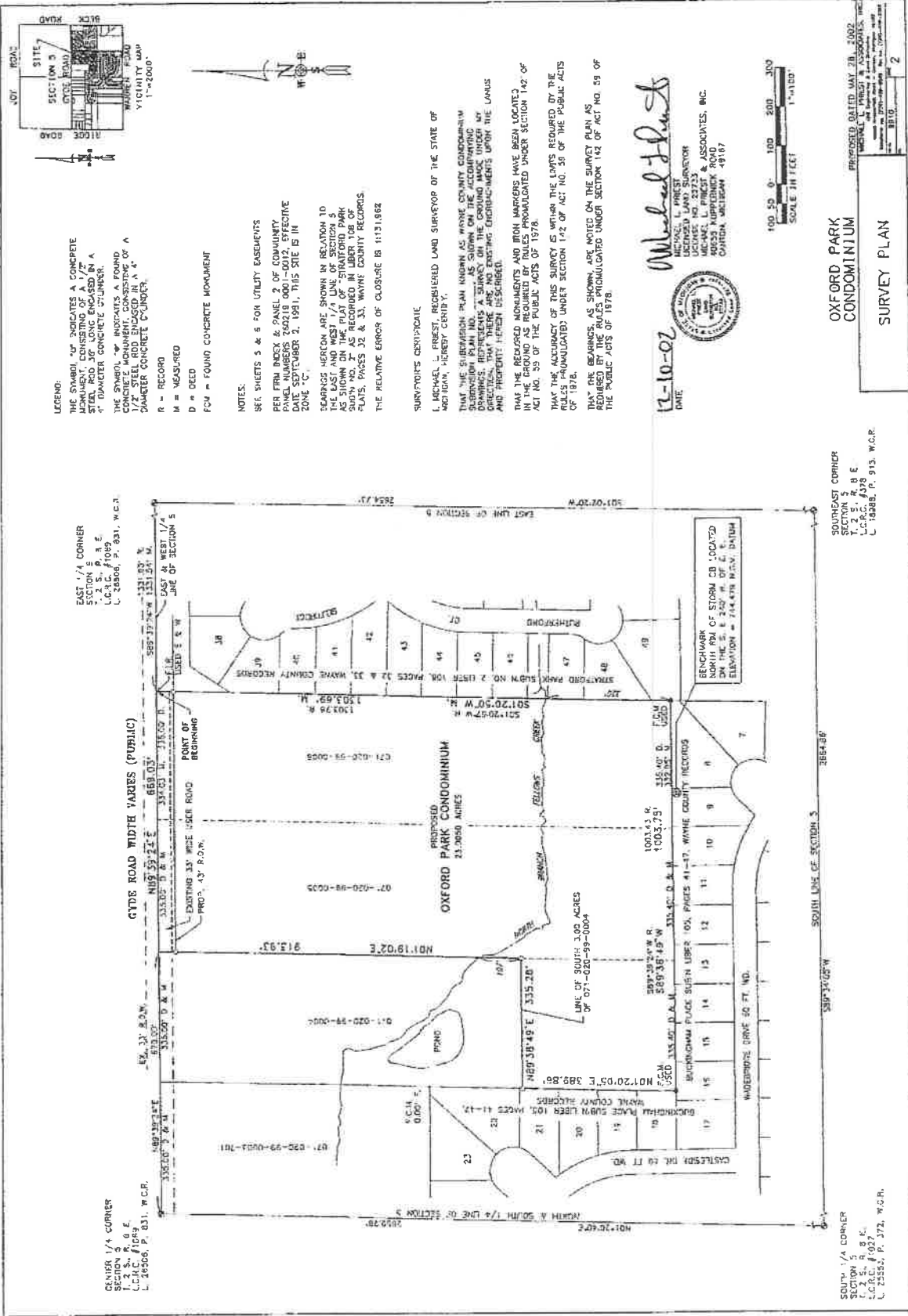


OXFORD PARK  
 CONDOMINIUM

COVER SHEET

NOTE:  
 ALL IMPROVEMENTS SHOWN MUST BE BUILT

PROCESSED UNDER ACT 311, 2000  
 REGISTERED PLAT ENGINEER DANIEL P. LAWE  
 LICENSE NO. 9316  
 1



**LEGEND:**  
 THE SYMBOL "C" INDICATES A CONCRETE MONUMENT, CONSISTING OF A 1/2" DIA. STEEL ROD ENGRAVED IN A 4" DIA. CONCRETE CINDER BLOCK.  
 THE SYMBOL "M" INDICATES A FOUND CONCRETE MONUMENT, CONSISTING OF A 1/2" DIA. STEEL ROD ENGRAVED IN A 4" DIA. CONCRETE CINDER BLOCK.  
 R = RECORD  
 M = MEASURED  
 D = DEED  
 FCW = FOUND CONCRETE MONUMENT

**NOTES:**  
 SEE SHEETS 5 & 6 FOR UTILITY EASEMENTS PER FROM INDEX & PANEL 2 OF COMMUNITY PLAN NO. 260218 0001-0012, EFFECTIVE DATE SEPTEMBER 2, 1981, THIS SITE IS IN ZONE "C".  
 BEARINGS HEREON ARE SHOWN IN RELATION TO THE EAST AND WEST 1/4 LINE OF SECTION 3, AND THE NORTH AND SOUTH 1/4 LINE OF SECTION 5, AS SHOWN ON THE RECORDED SURVEY PLANS, PAGES 32 & 33, WAYNE COUNTY RECORDS. THE RELATIVE ERROR OF CLOSURE IS 1/131,862.

**SURVEYOR'S CERTIFICATE:**  
 I, MICHAEL L. FINEST, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 260218 0001-0012, AS SHOWN ON THE ACCOMPANYING SURVEY MAP, IS TRUE AND CORRECT, AND THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.  
 THAT THE REQUIRED MONUMENTS AND BORN MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 147 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978.  
 THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 38 OF THE PUBLIC ACTS OF 1978.  
 THAT THE BEARINGS, AS SHOWN ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 39 OF THE PUBLIC ACTS OF 1978.

*Michael L. Finest*  
 MICHAEL L. FINEST  
 LICENSED LAND SURVEYOR  
 LICENSE NO. 26223  
 40033 KIPPENRICK ROAD  
 OXFORD, MICHIGAN 48167



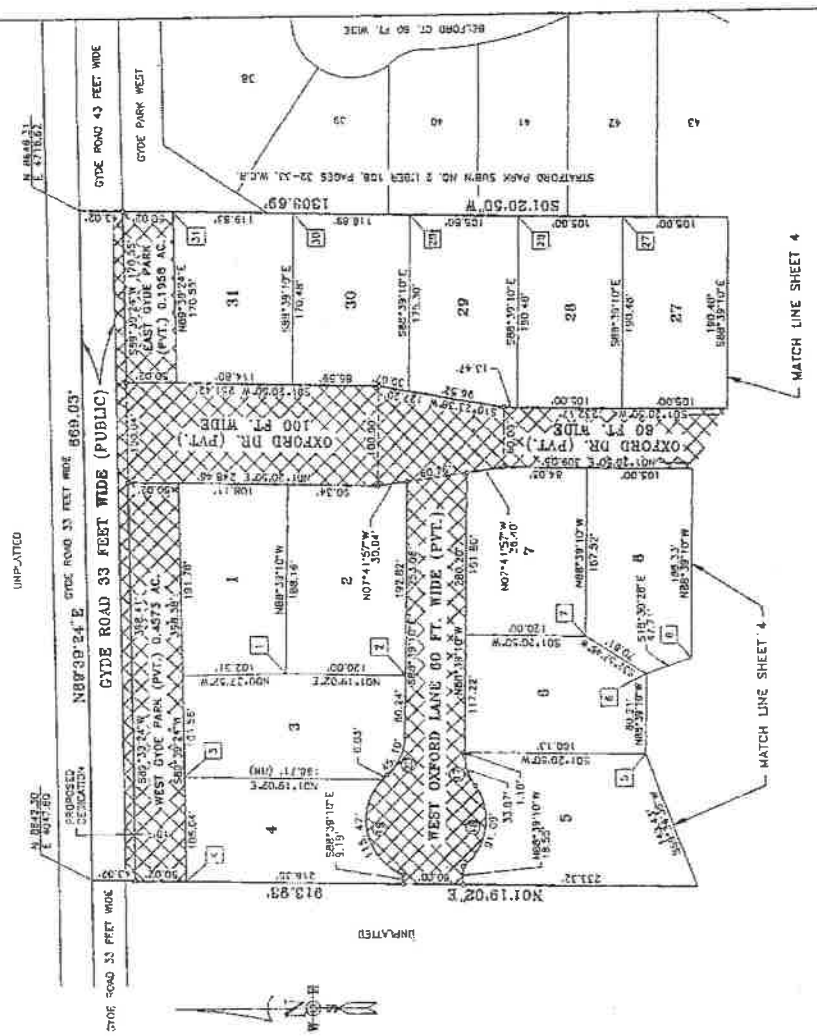
12-10-02  
 DATE



OXFORD PARK  
 CONDOMINIUM  
 SURVEY PLAN

SOUTHEAST CORNER  
 SECTION 2, 8 E  
 T. 2 S., R. 8 E.  
 L.C.C. # 438  
 L. 25582, P. 372, W.C.R.

SOUTH 1/4 CORNER  
 SECTION 5, 8 E.  
 T. 2 S., R. 8 E.  
 L.C.C. # 437  
 L. 25582, P. 372, W.C.R.



NOTE  
SEE UTILITY & EASEMENT PLAN  
SHEET FOR EASEMENTS AFFECTING  
THE UNITS SHOWN ON THIS SHEET

PROPOSED DATED MAY 28, 2002  
MICHAEL J. FRIEST & ASSOCIATES, INC.  
Professional Surveyor  
License Number 22733

OXFORD PARK  
CONDOMINIUM  
SITE PLAN  
(NORTHERLY PORTION)

*Michael J. Friest*  
MICHAEL J. FRIEST  
PROFESSIONAL SURVEYOR  
LICENSE NUMBER 22733



UNIT AREAS & FINISH GRADE ELEVATIONS

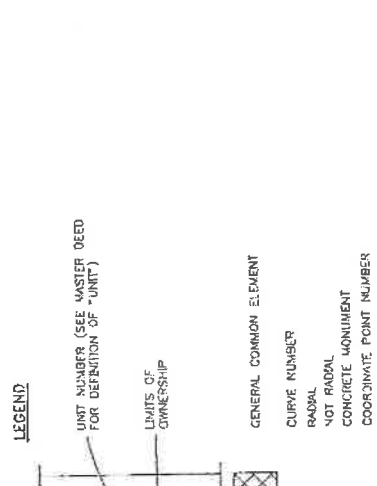
UNIT	AREA (S.F.)	GRADE
1	50,000	749.18
2	52,505	749.28
3	52,705	752.51
4	55,215	753.51
5	56,305	743.03
6	53,002	752.03
7	53,000	746.42
8	50,000	749.97
9	50,000	749.47
10	50,000	746.47
11	50,000	746.55
12	50,000	746.55
13	50,000	746.55
14	50,000	746.55
15	50,000	746.55
16	50,000	746.55
17	50,000	746.55
18	50,000	746.55
19	50,000	746.55
20	50,000	746.55
21	50,000	746.55
22	50,000	746.55
23	50,000	746.55
24	50,000	746.55
25	50,000	746.55
26	50,000	746.55
27	50,000	746.55
28	50,000	746.55
29	50,000	746.55
30	50,000	746.55
31	50,000	746.55

UNIT CORNER COORDINATES

UNIT	NORTHING	EASTING
1	8448.02	4281.16
2	8328.05	4288.49
3	8531.92	4150.50
4	8549.28	4048.48
5	8689.79	4188.19
6	8607.91	4288.28
7	8147.15	4288.78
8	8062.67	4283.48
9	8102.91	4203.91
10	8207.88	4209.91
11	8318.84	4208.88
12	8433.50	4211.91
13	8553.30	4214.45

CURVE DATA

NO.	RADIUS	ARC	CHORD	CHORD BEG.	CHORD END	CHORD BEG. ELEV.	CHORD END ELEV.
1	100.00	1.57	1.57	0.00	1.57	749.18	749.18
2	100.00	1.57	1.57	1.57	3.14	749.28	749.28
3	100.00	1.57	1.57	3.14	4.71	752.51	752.51
4	100.00	1.57	1.57	4.71	6.28	753.51	753.51
5	100.00	1.57	1.57	6.28	7.85	743.03	743.03
6	100.00	1.57	1.57	7.85	9.42	752.03	752.03
7	100.00	1.57	1.57	9.42	10.99	746.42	746.42
8	100.00	1.57	1.57	10.99	12.56	749.97	749.97
9	100.00	1.57	1.57	12.56	14.13	749.47	749.47
10	100.00	1.57	1.57	14.13	15.70	746.47	746.47
11	100.00	1.57	1.57	15.70	17.27	746.55	746.55
12	100.00	1.57	1.57	17.27	18.84	746.55	746.55
13	100.00	1.57	1.57	18.84	20.41	746.55	746.55
14	100.00	1.57	1.57	20.41	21.98	746.55	746.55
15	100.00	1.57	1.57	21.98	23.55	746.55	746.55
16	100.00	1.57	1.57	23.55	25.12	746.55	746.55
17	100.00	1.57	1.57	25.12	26.69	746.55	746.55
18	100.00	1.57	1.57	26.69	28.26	746.55	746.55
19	100.00	1.57	1.57	28.26	29.83	746.55	746.55
20	100.00	1.57	1.57	29.83	31.40	746.55	746.55
21	100.00	1.57	1.57	31.40	32.97	746.55	746.55
22	100.00	1.57	1.57	32.97	34.54	746.55	746.55
23	100.00	1.57	1.57	34.54	36.11	746.55	746.55
24	100.00	1.57	1.57	36.11	37.68	746.55	746.55
25	100.00	1.57	1.57	37.68	39.25	746.55	746.55
26	100.00	1.57	1.57	39.25	40.82	746.55	746.55
27	100.00	1.57	1.57	40.82	42.39	746.55	746.55
28	100.00	1.57	1.57	42.39	43.96	746.55	746.55
29	100.00	1.57	1.57	43.96	45.53	746.55	746.55
30	100.00	1.57	1.57	45.53	47.10	746.55	746.55
31	100.00	1.57	1.57	47.10	48.67	746.55	746.55



UNIT NUMBER (SEE MASTER DEED FOR DEFINITION OF "UNIT")

LIMITS OF OWNERSHIP

GENERAL COMMON ELEMENT

CURVE NUMBER

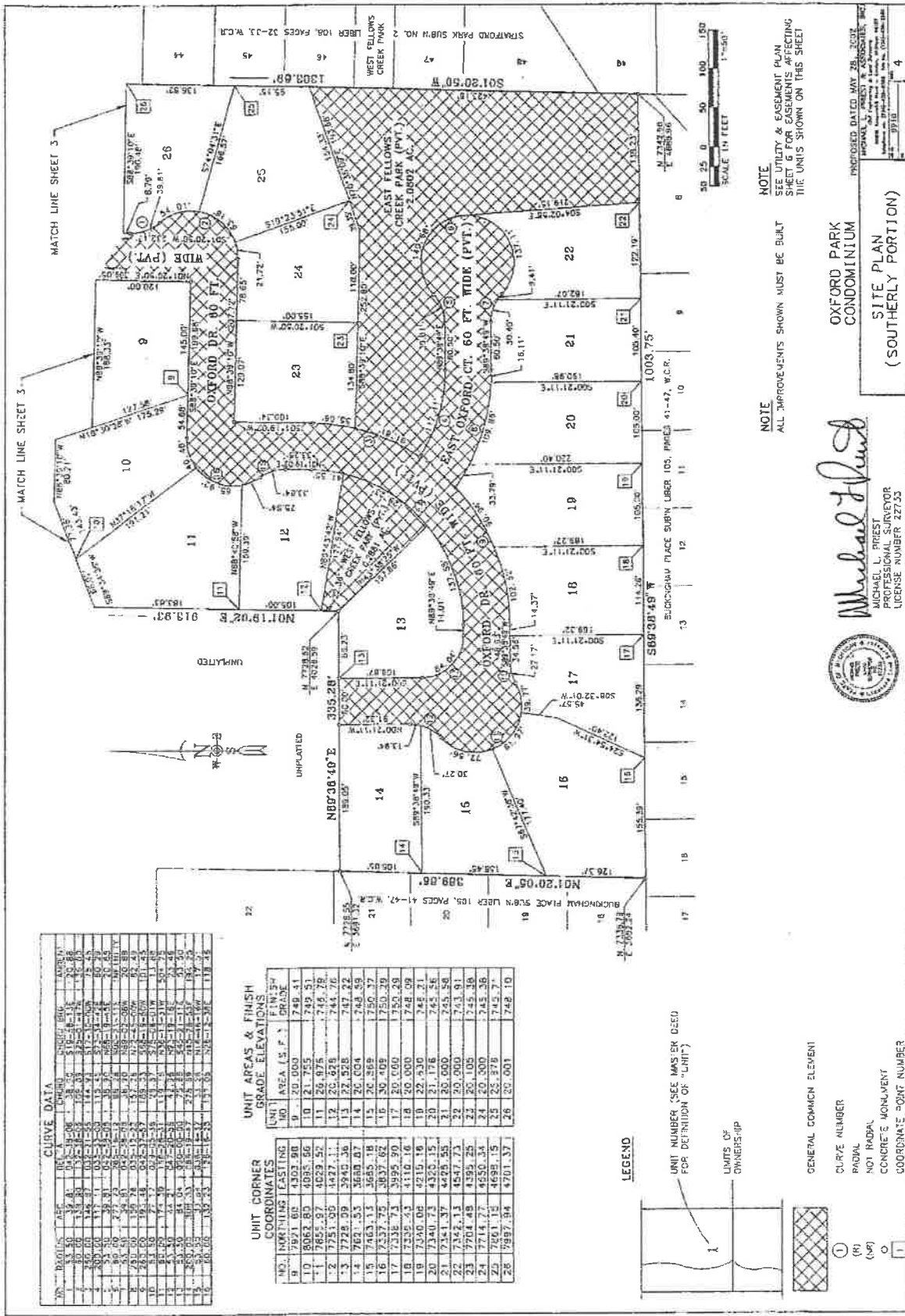
RADIAL

NOT RADIAL

CONCRETE MONUMENT

COORDINATE POINT NUMBER

NOTE  
ALL IMPROVEMENTS SHOWN MUST BE BUILT



**CURVE DATA**

NO.	BEACON	ASC	DELTA	CHORD	BECK	AREA
1	33.50	1.81	38.50	38.50	12.86	12.86
2	230.00	1.48	14.91	14.91	14.91	14.91
3	230.00	1.48	14.91	14.91	14.91	14.91
4	230.00	1.48	14.91	14.91	14.91	14.91
5	230.00	1.48	14.91	14.91	14.91	14.91
6	230.00	1.48	14.91	14.91	14.91	14.91
7	230.00	1.48	14.91	14.91	14.91	14.91
8	230.00	1.48	14.91	14.91	14.91	14.91
9	230.00	1.48	14.91	14.91	14.91	14.91
10	230.00	1.48	14.91	14.91	14.91	14.91
11	230.00	1.48	14.91	14.91	14.91	14.91
12	230.00	1.48	14.91	14.91	14.91	14.91
13	230.00	1.48	14.91	14.91	14.91	14.91
14	230.00	1.48	14.91	14.91	14.91	14.91
15	230.00	1.48	14.91	14.91	14.91	14.91
16	230.00	1.48	14.91	14.91	14.91	14.91
17	230.00	1.48	14.91	14.91	14.91	14.91
18	230.00	1.48	14.91	14.91	14.91	14.91
19	230.00	1.48	14.91	14.91	14.91	14.91
20	230.00	1.48	14.91	14.91	14.91	14.91
21	230.00	1.48	14.91	14.91	14.91	14.91
22	230.00	1.48	14.91	14.91	14.91	14.91
23	230.00	1.48	14.91	14.91	14.91	14.91
24	230.00	1.48	14.91	14.91	14.91	14.91
25	230.00	1.48	14.91	14.91	14.91	14.91
26	230.00	1.48	14.91	14.91	14.91	14.91

**UNIT CORNER COORDINATES**

NO.	NORTHING	EASTING
9	7921.60	4302.98
10	8062.80	4085.06
11	7851.07	4427.11
12	7728.09	3940.36
13	7621.53	3680.07
14	7463.13	3685.18
15	7337.75	3837.62
16	7338.73	3995.90
17	7335.43	4110.16
18	7340.08	4215.16
19	7340.73	4325.15
20	7341.37	4429.58
21	7342.13	4547.73
22	7342.99	4689.34
23	7343.87	4850.34
24	7344.77	4999.34
25	7345.68	5125.34
26	7346.60	5228.34

**UNIT AREAS & FINISH GRADE ELEVATIONS**

UNIT	NO.	AREA (S.F.)	FINISH GRADE
9	20.000	749.41	
10	121.755	749.51	
11	126.878	745.78	
12	20.628	744.76	
13	22.528	747.22	
14	20.000	744.59	
15	20.589	750.37	
16	30.409	750.29	
17	20.000	749.09	
18	20.000	749.09	
19	22.530	745.21	
20	21.176	745.48	
21	20.000	745.58	
22	20.000	743.91	
23	20.000	745.49	
24	20.000	745.36	
25	25.378	745.77	
26	20.001	749.10	

**LEGEND**

- UNIT NUMBER (SEE MASTER USED FOR DEFINITION OF "UNIT")
- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- CURVE NUMBER
  - (N) NOT RADIAL
  - (NR) CONCRETE MONUMENT
  - (C) CONCRETE POINT NUMBER

**NOTE**  
 ALL IMPROVEMENTS SHOWN MUST BE BUILT  
 ACCORDING TO THE EASEMENT PLAN  
 ATTACHED TO THIS SHEET.  
 THE UNITS SHOWN ON THIS SHEET  
 ARE THE UNITS SHOWN ON THIS SHEET

*Michael L. Priest*  
 MICHAEL L. PRIEST  
 PROFESSIONAL SURVEYOR  
 LICENSE NUMBER 22733



**OXFORD PARK CONDOMINIUM**  
**SITE PLAN**  
**(SOUTHERLY PORTION)**

PROCESSED BY: MAY 28, 2002  
 MICHAEL L. PRIEST & ASSOCIATES, INC.  
 1000 S. W. 10TH AVENUE, SUITE 100  
 MIAMI, FL 33135  
 PHONE: (305) 371-1111  
 FAX: (305) 371-1112

**LEGEND:**

- GAS
- ELECTRICAL
- TELEPHONE
- TELEVISION
- IN SAME TRENCH
- 1" LEAD
- 6" WATER MAIN (OR AS NOTED)
- 10" SANITARY SEWER (OR AS NOTED)
- STORM SEWER
- GATEWELL
- MANHOLE
- MANHOLE
- CATCH BASIN

NOTE: WEST OXFORD PARK AND EAST OXFORD PARK ARE PUBLIC UTILITIES. STORM SEWER, SANITARY SEWER AND LANDSCAPE.

**UTILITY LOCATION SOURCES:**

UTILITY	SOURCE OF LOCATION
GAS	MICHIGAN CONSOLIDATED GAS CO.
ELECTRICAL	DETROIT EDISON CO.
TELEPHONE	AMERITECH
TELEVISION	MEDIA ONE/AMERITECH NEW MEDIA
WATER MAIN	OXFORD PARK ENGINEERING PLANS BY MICHAEL L. FRIEST & ASSOCIATES, INC. 1400 HARRIS ST., ANN ARBOR, MI 48106-1500. THROUGH MAY 21, 2001.
SANITARY SEWER	
STORM SEWER	

NOTES:  
 1. ELECTRIC, TELEPHONE, GAS, CABLE TV, OR WATER MAIN LEAD LOCATIONS ARE NOT AVAILABLE TO BE SHOWN SIN AS BUILT PLANS.  
 2. ALL UNDERGROUND PUBLIC UTILITIES SHOWN MUST BE BUILT.  
 3. ALL PRIVATE ROADS SHOWN MUST BE BUILT.

UNPLATTED

FUTURE 43' R.O.W. LINE

OXFORD ROAD 33 FEET WIDE USER ROAD 069.03'

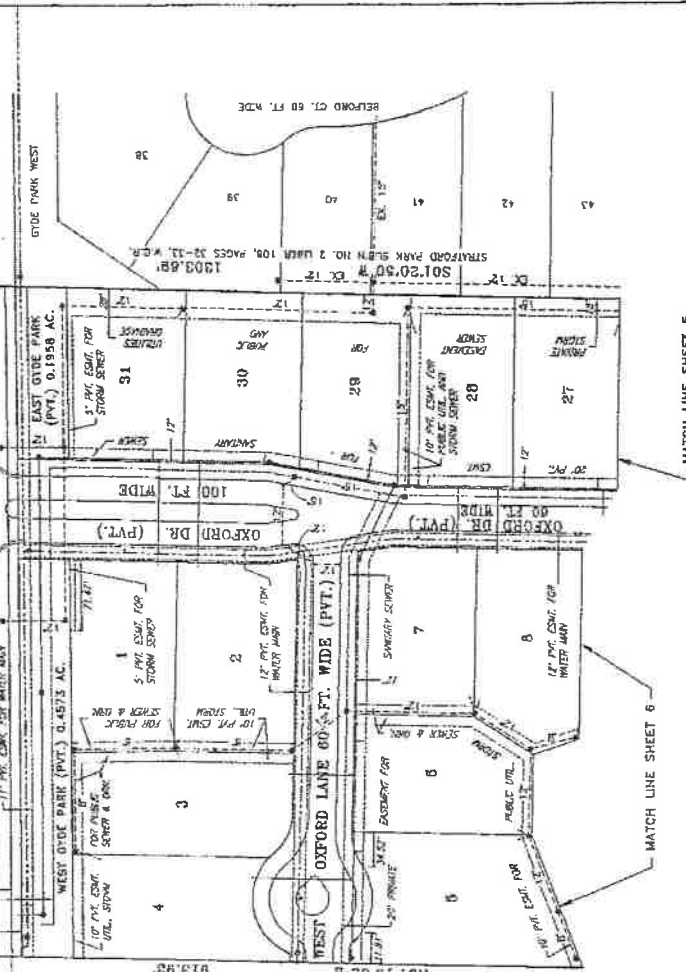
OXFORD ROAD 33 FEET WIDE USER ROAD 069.03'

OXFORD ROAD 33 FEET WIDE USER ROAD 069.03'

OXFORD ROAD 33 FEET WIDE USER ROAD 069.03'

OXFORD ROAD 33 FEET WIDE USER ROAD 069.03'

OXFORD ROAD 33 FEET WIDE USER ROAD 069.03'



PROCESSED DATE: MAY 21, 2001  
 MICHAEL L. FRIEST  
 PROFESSIONAL SURVEYOR  
 LICENSE NUMBER 32733



OXFORD PARK  
 CONDOMINIUM  
 UTILITY & EASEMENT PLAN  
 NORTHERLY PORTION





NON-PROFIT  
ARTICLES OF INCORPORATION

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

ARTICLE I

NAME

The name of the corporation is Oxford Park Condominium Association.

ARTICLE II

PURPOSES

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

- (a) To manage and administer the affairs of and to maintain Oxford Park Condominium, a residential 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, any easements or licenses 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 enter into agreements with public agencies concerning the nature and extent of use and maintenance of the Condominium premises.
- (k) 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, as amended; and
- (l) In furtherance of the foregoing purposes, 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.

ARTICLE III

ADDRESS

Address of the first registered office is 70 West Long Lake Road, Suite 116, Troy, Michigan 48098.

ARTICLE IV

RESIDENT AGENT

Name of the first resident agent is Frank Bronzetti

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value 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

##### INCORPORATOR

The name of the incorporator is William T. Myers and his place of business is 40701 Woodward Avenue, Suite 235, Bloomfield Hills, Michigan 48304-2221.

#### ARTICLE VII

##### EXISTENCE

The term of corporate existence is perpetual.

#### ARTICLE VIII

##### MEMBERSHIP AND VOTING

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:

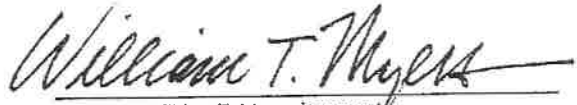
- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Wayne County, Michigan, 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. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (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.

#### ARTICLE IX

##### **LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS AND OTHER VOLUNTEERS**

No volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate or limit the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation, its shareholders, or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

Signed this 11<sup>th</sup> day of December, 2002.

  
\_\_\_\_\_  
William T. Myers, Incorporator

When filed, return to:

William T. Myers of MYERS NELSON DILLON & SHIERK, PLLC  
40701 Woodward Avenue, Suite 235  
Bloomfield Hills, Michigan 48304-2221

# *Michigan Department of Consumer and Industry Services*

## *Filing Endorsement*

*This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT*

*for*

*OXFORD PARK CONDOMINIUM ASSOCIATION*

*ID NUMBER: 779453*

*received by facsimile transmission on January 6, 2003 is hereby endorsed*

*Filed on January 7, 2003 by the Administrator.*

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



*In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 7th day of January, 2003.*

A handwritten signature in black ink, appearing to read "Andrew G. Mitchell".

*, Director*

*Bureau of Commercial Services*

OXFORD PARK CONDOMINIUM  
ESCROW AGREEMENT

Escrow No. 106200

THIS AGREEMENT is entered into as of this 20<sup>th</sup> day of January, 2003, between Estate/Millcreek/Canton L.L.C., a Michigan limited liability company ("Developer"), and Chicago Title Insurance Company ("Escrow Agent") through its duly designated representative for this purpose, Philip F. Greco Title Company.

WHEREAS, Oxford Park Condominium will be established as a residential condominium project under applicable Michigan law by recording a Master Deed therefor in Wayne County Records; and

WHEREAS, Developer is selling building site condominium units ("Units") in Oxford Park Condominium and is entering into Purchase and Building Agreements ("Purchase Agreements") with Purchasers for such Units and for construction of residences ("Residences") on such Units in substantially the form attached hereto, and each Purchase Agreement requires that the initial deposits ("Initial Deposits") made by Purchasers with respect to the building site Unit (but not any additional progress payment deposits) under such Agreement be held in an escrow account with an Escrow Agent; and,

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

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

NOW, THEREFORE, it is agreed as follows:

1. **Initial Deposit of Funds.** Developer shall, promptly after receipt, transmit to Escrow Agent such portion of the Initial Deposit as is allocable to each Unit under a Purchase Agreement (exclusive of all additional deposits and progress payments allocable to the construction of a Residence on the Unit which additional deposits and progress payments are not subject to this Agreement) as provided under such Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed and the Disclosure Statement for the Condominium and the Condominium Buyer's Handbook required by the Act.

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

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

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

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under Section 10 of the General Provisions thereof, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

B. **Upon Default by Purchaser.** In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 7 days after written notice by Developer to Purchaser, Escrow Agent shall release all sums held pursuant to the Escrow Agreement to Developer in accordance with the terms of the Purchase Agreement.

C. **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the Condominium Project in which such Purchaser's Unit is located and which, under the Condominium Documents must be built are substantially complete; and

(ii) That all common elements or facilities intended for common use, wherever located, which under the Condominium Documents, must be built, are substantially complete.

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

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

E. **Release of Interest Earned Upon Escrowed Funds.** Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and paid to Developer.

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

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

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

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

(iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

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

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

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

**4. Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposits.** Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement.

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

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

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

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

ESTATE/MILL CREEK/CANTON L.L.C., a Michigan  
limited liability company, Developer  
By: Estate Builders, Inc., a Michigan corporation,  
one of its members



Frank Brunzetti, President  
70 West Long Lake Road, Suite 116  
Troy, Michigan 48098  
Telephone No: (248) 813-0040

CHICAGO TITLE INSURANCE COMPANY, Escrow Agent  
By: Philip F. Grieco Title Company, Its Agent



Thomas E. Strass, Senior Vice President  
118 Cass Avenue  
Mt. Clemens, Michigan 48043  
Telephone No: (586) 463-3026