PURCHASER INFORMATION BOOKLET

FOR

THE RAVINES OF PLYMOUTH

A 14 Unit Residential Condominium in Plymouth, Michigan that may be expanded in the future to include a total of 68 Units.

Developer:

Livonia Builders Grandover Park, LLC
4952 DeWitt
Canton, Michigan 48188
Phone: (734) 397-9141

THE RAVINES OF PLYMOUTH

Dear Purchaser:

Welcome to the Ravines of Plymouth. At this time we are furnishing you with the Purchaser Information Booklet, which includes the Ravines of Plymouth Master Deed and all of the Condominium Documents defined as such therein, together with copies of the Disclosure Statement and all other documents required by the Michigan Condominium Act and listed on Exhibit A attached. This Purchaser Information Booklet will serve as a reference point for any questions you may have concerning the operation, maintenance and legal status of your condominium unit.

As provided in Section 84 and 84a of the Michigan Condominium Act, unless you waive the right of withdrawal, your Purchase Agreement (a copy of which you previously received or which is delivered herewith) cannot become binding until the expiration of nine (9) business days from the date hereof. You may withdraw from your Purchase Agreement without cause and without penalty before conveyance of the Unit and within nine (9) business days after receipt of the documents listed on Exhibit A, unless you waive the right to withdraw. "Business days" means a day of the year excluding a Saturday, Sunday, or legal holiday. The calculation of the nine (9) business day period includes the day on which the documents are received if that day is a business day. The requirements of Section 84a are detailed on Exhibit B attached.

You should be sure to carefully read the accompanying documents which control the operation of the Ravines of Plymouth and are important to you in understanding the nature of the interest you are purchasing and your relationship with the Ravines of Plymouth, its Co-owners and the Developer. Section 84a of the Condominium Act prescribes the information which must be given to you as a condominium purchaser and which is included in the documents listed on Exhibit A. Section 84a(3) provides that, upon signing the receipt set forth below, you will be presumed to have received and understood the documents listed on Exhibit A.

The signature of the purchaser upon this Receipt and Instruction Sheet is prima facie evidence that the documents listed on Exhibit A were received and understood by the purchaser.

Thank you for purchasing a Unit at the Ravines of Plymouth.

Sincerely,

LIVONIA BUILDERS GRANDOVER PARK, LLC

Receipt of documents described on
Exhibit A and Information Sheet attached as
Exhibit B acknowledged:

_____

_____
(If more than one Purchaser, all must sign)
Unit No.: ____
Dated: _____

THE RAVINES OF PLYMOUTH

"EXHIBIT A"

DOCUMENTS FURNISHED WITH RECEIPT AND INSTRUCTION SHEET

Purchaser Information Booklet containing:

-Disclosure Statement, which includes the Ravines of Plymouth Budget as Appendix "A", the Declaration of Easements and Agreement for Maintenance as Appendix "B" and The Condominium Buyers Handbook as Appendix "C"
-Master Deed
-Bylaws
-Condominium Subdivision Plan
-Articles of Incorporation of the Ravines of Plymouth Condominium Association
-Escrow Agreement
-Notice Regarding Private Roads and Amendments of Master Deed

Other Documents:

Purchase Agreement

THE RAVINES OF PLYMOUTH

EXHIBIT B
INFORMATION STATEMENT

Notice to Purchasers: Paraphrased below are provisions of section 84a of the Michigan Condominium Act ("Act"), which is being submitted to Purchasers to comply with the requirements of the Act. By signing below, Purchasers acknowledge that they have reviewed this Statement and have received from Developer a copy of the recorded master deed, and its exhibits, signed purchase agreement, escrow agreement, Condominium Buyer's Handbook and disclosure statement.

Section 84a of the Act provides in part:

(1) The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:

(a) The recorded master deed.

(b) A copy of a purchase agreement that conforms with section 84 (of the Act), and that is in a form in which the purchaser may sign the agreement, together with a copy of the escrow agreement.

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

(d) A disclosure statement relating to the project containing all of the following:

(i) An explanation of the association of co-owners' possible liability pursuant to section 58 (of the Act).

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

(iii) A projected budget for the first year of operation of association of co-owners.

(iv) An explanation of the escrow arrangement.

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

(vi) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project prescribed in section 32 (of the Act), and an explanation of the material consequences of expanding the project.

(vii) If the condominium project is a contractable condominium project, an explanation of the contents of the master deed relating to the election to contract the project prescribed in section 33 (of the Act), an explanation of the material consequences of contracting the project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.

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

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

(x) Other material information about the condominium project and the developer that the administrator requires by rule.

(e) If a project is a conversion condominium, the developer shall disclose the following

additional information:

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

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

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

(2) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) (of the Act). An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) (of the Act).

(3) At the time the purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this section. The signature of the purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the purchaser.

... [Subparagraph 4 intentionally omitted.]

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

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

(7) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115 (of the Act, which section imposes penalties upon a developer or any other person who fails to comply with the Condominium Act or any rule, agreement or master deed and may make a developer liable to a purchaser of a unit for damages).

PURCHASER INFORMATION BOOKLET
FOR
THE RAVINES OF PLYMOUTH

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(NOTE: Documents are separated by blank sheets; page numbers are internal to each document, not consecutive throughout the booklet.)

THE RAVINES OF PLYMOUTH

PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN

DISCLOSURE STATEMENT

THE EFFECTIVE DATE OF THIS DISCLOSURE STATEMENT IS FEBRUARY 1, 2016

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE PURCHASE AGREEMENT, MASTER DEED, ITS EXHIBITS, THE CONDOMINIUM BUYERS HANDBOOK, OR OTHER LEGAL DOCUMENTS, AND ALL PURCHASERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE RAVINES OF PLYMOUTH AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO. IT IS RECOMMENDED THAT PURCHASERS SEEK PROFESSIONAL ASSISTANCE PRIOR TO PURCHASING A CONDOMINIUM UNIT.

The Ravines of Plymouth is a 14 Unit residential Condominium in Plymouth Township, Michigan that may be expanded in the future to include a total of 68 Units.

Developer:

Livonia Builders Grandover Park, LLC
4952 DeWitt
Canton, Michigan 48188
Phone: (734) 397-9141

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THE RAVINES OF PLYMOUTH

DISCLOSURE STATEMENT

I. INTRODUCTION

Each Co-owner and prospective Co-owner is encouraged to become familiar with the Ravines of Plymouth Master Deed.

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

This Disclosure Statement and the Master Deed and other Condominium Documents are furnished to each Purchaser of a Unit in the Ravines of Plymouth pursuant to the requirement of the Condominium Act that the Developer of a Condominium disclose to prospective Purchasers the characteristics of the Condominium Units which are offered for sale. This Disclosure Statement is given to each Purchaser of a Unit in the Ravines of Plymouth in conformance with the Condominium Act. The terms used in this Disclosure Statement have the same meaning as the same terms used in the Ravines of Plymouth Master Deed.

THIS DISCLOSURE STATEMENT ALONG WITH THE MASTER DEED AND OTHER LEGAL DOCUMENTS REQUIRED FOR THE CREATION AND OPERATION OF THE RAVINES OF PLYMOUTH CONSTITUTE THE ONLY AUTHORIZED DESCRIPTION OF THE RAVINES OF PLYMOUTH. DEVELOPER'S SALES OR OTHER REPRESENTATIVES ARE NOT PERMITTED OR AUTHORIZED TO VARY FROM THE MASTER DEED OR OTHER LEGAL DOCUMENTS REQUIRED FOR THE CREATION AND OPERATION OF THE RAVINES OF PLYMOUTH.

II. THE CONDOMINIUM CONCEPT

The Ravines of Plymouth is a residential Condominium. "Condominium" is a form of property ownership. A condominium unit, including each site condominium Unit in Cypress Ridge, has the same legal attributes as any other form of real estate under Michigan law and may be sold, mortgaged, or leased by the owner subject only to such restrictions as are contained in the Condominium Documents. The Michigan Condominium Act regulates the creation of the Ravines of Plymouth. The Ravines of Plymouth was established in accordance with the Michigan Condominium Act by recording a Master Deed in the Office of the Register of Deeds of Wayne County, Michigan.

Each Co-owner of a Unit in The Ravines of Plymouth owns a portion of the building

which comprises his or her residence and is one of a number of mutual Co-owners of common facilities ("Common Elements") which service the Co-owner's and other Units. Each Purchaser of a Condominium Unit receives an individual deed to his/her Unit. The Unit and the Common Elements (which are legally inseparable from the Unit) are described generally in the Master Deed, and the Unit boundaries are shown in the Condominium Subdivision Plan attached to the Master Deed, subject to any modification or correction as is permitted by Statute and by the Condominium Documents. All portions of the Ravines of Plymouth which are not included within the Units constitute the Common Elements, which are owned in common by all Co-owners in individual portions equal to the percentages of value attributable to each Unit as set forth in the Master Deed and are which administered by the Condominium Association of Co-owners. In the Ravines of Plymouth, the General Common Elements generally consist of the structural components of the building(s) of the Condominium, the interior road, parking areas and utility mains and leads which serve the Condominium (except, in the case of utility mains and leads, insofar as they may be owned by the utility service provider) and the land upon which the Condominium is situated. Limited Common Elements are those Common Elements which are set aside for the use of less than all Unit Co-owners.

The relatively close proximity of residences dictates that certain restrictions and obligations be imposed on each Co-owner for the mutual benefit of all Co-owners. Such restrictions and obligations are contained in the Master Deed and in the Condominium Bylaws which are recorded as part of the Master Deed. Restrictions and obligations may also be contained in rules and regulations which may be passed by the Board of Directors of the Condominium Association in conformity with the Condominium Documents. All of the Condominium Documents are prepared with the goal of allowing each Co-owner a substantial amount of individual freedom and discretion without allowing any one Co-owner to infringe upon the rights and interests of the group at large. All Co-owners and residents must be familiar with and abide by the Condominium Documents.

The management and administration of the Condominium is the responsibility of the Ravines of Plymouth Condominium Association, which is a nonprofit corporation of which the Co-owners of all Condominium Units automatically are members. The nature and duties of the Ravines of Plymouth Condominium Association are described more fully in Part VI of this Disclosure Statement. One of the primary responsibilities of the Board of Directors of any Condominium Association is to enforce the provision requiring each Co-owner to pay assessments to the Association to meet expenses of administration of the Condominium. Pursuant to the provisions of Michigan law and the Condominium Documents, such assessments constitute a lien against the owner's Unit and in the event the Co-owner fails to pay the assessments attributable to the Owner's Unit, the Board of Directors of the Association may cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the Condominium Documents, including the restrictions on the use of the Condominium Premises as set forth in the Condominium Documents, and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

The foregoing is a general statement of the operational characteristics of the

Ravines of Plymouth and is common to most residential site condominiums. The details of the Ravines of Plymouth may be found only in the Master Deed and other Condominium Documents of the Condominium. Each Purchaser is urged to carefully review all of the documents contained in the Ravines of Plymouth Purchaser Information Booklet as well as any other documents that have been delivered to the Purchaser in connection with this development. In particular, information about the government and organization of Condominiums in Michigan may be found in *The Condominium Buyers Handbook*, published by the Michigan Department of Consumer & Industry Services, and provided to Purchasers by the Developer. The Purchaser is advised to consult with a competent lawyer or other professional advisor with respect to any questions regarding the Condominium and/or the Condominium Documents.

III. DESCRIPTION OF THE RAVINES OF PLYMOUTH

A. Size, Scope and Physical Characteristics of the Condominium. The Ravines of Plymouth is a residential condominium project located on the North side of Plymouth Road between Hines Drive and Haggerty Road in Plymouth Township, Wayne County, Michigan. The Condominium was established pursuant to its Master Deed which has been recorded with the Wayne County Register of Deeds. The Condominium established by the Master Deed consists of fourteen (14) attached Units in one building. Each Unit is an individual residential condominium unit and has its own direct access to the Common Elements of the Condominium. The Michigan Condominium Act provides generally that the developer of a condominium project in certain instances may have the right to contract the project by withdrawing undeveloped lands, as is described in Section III-F below.

The Condominium also includes the land surrounding the building(s). A more detailed description of the development will be found in the Condominium Subdivision Plan which is attached to the Master Deed as Exhibit “B.”

Access to each Unit is gained from an outside entrance to the Unit. Each Unit has a one (1) car garage. The Co-owner(s) of each Unit must park their vehicles in the garage and in the Unit’s Limited Common Element driveway, only, except to the extent that the Board of Directors of the Association may have assigned General Common Element parking spaces for individual Co-owner use or expressly approved a different parking location. Currently, there are no parking spaces in the Condominium which are assigned to individual Co-owners; however, the Developer, during the Construction and Sales Period, and the Association thereafter, each have a reserved discretionary right to assign any General Common Element parking spaces to individual Co-owners on an equitable basis.

The interior roadway within the Ravines of Plymouth, including curbs, is private and, consequently, must be maintained by the Association. Replacement, repair and resurfacing of, and snow and ice removal from, the interior roadway within the Condominium will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement

costs. The Association shall be responsible to inspect and perform preventive maintenance of the Condominium interior roadway on a regular basis in order to maximize its life and to minimize repair and replacement costs. When the interior roadway is replaced, the Association will pay for the costs of replacement which may result in additional or special assessments to the Co-owners.

Although portions of the Condominium may have an underground sprinkler system, other portions of the Condominium, due to inappropriate ground cover, may not. The Developer reserves the right, in its discretion, to designate which areas of the Condominium shall have an underground sprinkler system and which areas shall not.

THE LANDSCAPING AND OTHER ELEMENTS DEPICTED ON DRAWINGS, BROCHURES, AND/OR REDUCED SITE MODELS IN THE SALES OFFICE OF THE DEVELOPER ARE CONCEPTUAL RENDERINGS ONLY AND MAY BE MODIFIED OR ELIMINATED BY THE DEVELOPER AT THE DEVELOPER'S DISCRETION.

The land, interior roadway and most structural elements of the buildings will be General Common Elements and owned, used and maintained in common by all Co-owners of Units. The Common Elements, with the exception of certain Limited Common Elements, as described in the Master Deed, will be maintained by the Ravines of Plymouth Condominium Association on behalf of all of the Co-owners. Each Co-owner of a Unit will own a fractional interest in the Common Elements equivalent to the Co-owner's percentage of value. The percentages of value of all Condominium Units are equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there were not material differences among the Units insofar as the allocation of percentages of value is concerned.

Article IV, Section 2 of the Master Deed describes those Common Elements which the Developer has assigned as Limited Common Elements, such as the Unit front porch, front porch light and front walkway, rear deck area and Co-owner improvements (if any), driveway, garage door and garage door opener, air conditioner compressor and pad, sump pump, windows and doors and interior surfaces. The Limited Common Elements are restricted in the use and enjoyment to the Co-owners of the Units to which they are appurtenant. The costs to maintain, repair and replace certain of these Limited Common Elements will be allocated to all Co-owners. The costs to maintain, repair and replace the remaining Limited Common Elements will be allocated to the individual Co-owner who has the use and enjoyment of such Limited Common Elements.

B. Structures and Improvements Which Must Be Built and Which Need Not Be Built. The Condominium Act of 1978, as amended, requires the Developer to label structures and improvements on the Condominium Subdivision Plan (Exhibit “B” to the Master Deed), as either “must be built” or “need not be built.” Units 1 through 14 and the improvements and utilities needed to service said Units have been labeled “must be built.” There are no “need not be built” Units or improvements in the Condominium. The

Developer must construct all structures and improvements which are labeled “must be built.” Each Purchase Agreement provides that the Developer is not contractually obligated to construct any of the improvements which are labeled “need not be built.” A Purchaser who closes upon the purchase of a Unit is given no assurance that any other improvements which, from time to time, are labeled “need not be built” will be completed by the Developer. The Developer has not provided any financial arrangements for the completion of any improvements which are labeled “need not be built.” The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements which are labeled “must be built.”

C. Escrow Arrangement. The Developer has entered into an escrow arrangement with Vintage Title Agency LLC, as agent for First American Title Insurance Company, which provides that all moneys paid prior to closing by a Purchaser under a Purchase Agreement shall be placed in escrow. The Escrow Agreement provides for the release of escrow funds to any Purchaser who withdraws from a Purchase Agreement in accordance with its terms. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Condominium Documents are changed in a way that materially reduces the Purchaser's rights. The Escrow Agreement also provides that escrow funds will be released to the Developer if the Purchaser defaults in any of his/her obligations under the Purchase Agreement after it has become binding upon the Purchaser. The Escrow Agreement provides that escrow funds will be released to the Developer when: (a) the closing of the sale takes place; and (b) a temporary Certificate of Occupancy has been issued, if required by local ordinance; and (c) if any improvements on the Condominium Subdivision Plan (Exhibit “B” to the Master Deed) are labeled “must be built,” the escrow agent has received certification from an engineer or architect that such improvements are substantially complete. The escrow agent may also release the escrow funds to Developer if Developer has placed with the escrow agent an irrevocable letter of credit, or other security satisfactory to the escrow agent, securing full repayment of the escrow funds.

D. Convertible Areas. The Units and Common Elements are designated in Article IX of the Master Deed as convertible areas. The Developer has reserved the right to convert these areas as the need arises in order to make reasonable changes to Unit dimensions and/or Common Elements. The Developer has also reserved the right to create Limited Common Elements within any portion of the Condominium. The Developer's right to convert the convertible areas expires six (6) years after the recording of the Master Deed.

E. Expandable Condominium. In the Master Deed, the Developer has reserved the right to expand the Condominium by adding all or portions of an area of land adjacent to the Condominium which is described in Article X of the Master Deed (the “Additional Land”) and creating additional Units and Common Elements upon that land. The Developer is not obligated to make any such expansion. The Developer has reserved the right to add an additional number of Units for a maximum of sixty-four (64) Units in

the Condominium. If the Condominium is expanded, it will be done by an amendment(s) to the Master Deed. Such amendment(s) will recalculate the percentages of value so that the total of the percentages continues to equal 100 and each Unit continues to have an equal percentage of value. In connection with any such expansion, the Developer has reserved the right to define and redefine the General and/or Limited Common Elements as may be necessary to adequately describe and service the expansion land and to change the nature of any Common Element previously included in the Condominium to achieve the purposes of such expansion, including, but not limited to, the use of the internal roadway for the expansion land and to provide access to any Condominium Units. Such amendment(s) will not require the consent of any Owners or mortgagees. The Master Deed imposes no restriction upon the manner or order in which the parcels may be added to the Condominium, nor upon the location or design of Units, Common Elements or other improvements, which may be added to the Condominium, ALL OF WHICH MATTERS ARE RESERVED SOLELY WITHIN THE DISCRETION OF THE DEVELOPER, except that any such additional improvements must be solely for residential use, and must comply with all applicable laws, ordinances, and requirements of local building authorities. The Developer's right to amend the Master Deed to expand the Condominium expires six (6) years after the Master Deed has been recorded.

F. Reserved Easements and Rights of Developer.

(i) Easements For Use of Utilities and Roads. Developer also has reserved to itself, during the Construction and Sales Period, and to the Association, the right to grant additional easements for public utilities over, under and across the Condominium Premises. The Developer has reserved easements and rights of use over the private roadways and walkways in the Condominium for ingress and egress to and from all or any portion of the Condominium. The Developer also has reserved the right to grant easements for, over, under and across any private roadway in the Condominium for the benefit of the land adjacent to the Condominium which is described in Article X of the Master Deed.

(ii) Modification of Units. The Developer has reserved the right, in its sole discretion and without the consent of any Co-owner, mortgagee or any other person interested in the Condominium, to modify the size, location or dimensions of Units and/or Common Elements by amendment to the Master Deed.

(iii) Conduct of Commercial Activities. The Developer has reserved the right to maintain an office in the Ravines of Plymouth for the conduct of commercial activities as it may elect, together with a sales office, a business office, construction office, model Units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the Condominium Premises as is reasonable in order that the Developer and its affiliates may fully exercise its development, construction, lease and sale rights and perform its warranty obligations until the end of the warranty period for the last Unit which is sold in the Ravines of Plymouth. During this period of time, the Developer or its affiliates may use such offices and other areas to sell other property off-site.

(iv) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from Co-owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of a Co-owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer and/or Plymouth Township approval.

(v) Developer Easements. Developer has reserved such easements over the Condominium (including all Units and Common Elements) as may be required to perform any of the Developer's or the Association's operation, maintenance, repair, or replacement obligations.

(vi) Telecommunications and Security Agreements. Developer has reserved to the Association, with Developer approval during the Construction and Sales Period, the right to grant easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, for telecommunications and/or security services to the Condominium.

(vii) Declaration of Easements and Agreement for Maintenance. The Declaration of Easements and Agreement for Maintenance of The Ravines of Plymouth was recorded in Liber 52713, Page 171, Wayne County Records and is referred to herein as the “Declaration”. The Declaration provides for non-exclusive easements between the Condominium Property and the Additional Land for ingress, egress, storm water drainage and utilities together with the requirement that the residential units built within the Condominium Property and the Additional Land shall each bear an equal share of the costs of operation, maintenance, insurance, repair and replacement of such improvements. The easements established by the Declaration for the benefit of the Co-Owners and the owners and occupants of residential units on the Additional Land run with the land in perpetuity or, if earlier, until all of the Additional Land is incorporated into the Condominium. The Declaration provides an easement for the Unit Co-owners for access from Plymouth Road to the Units and the Condominium.

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

G. Statutory Right to Contract Undeveloped Portions of Condominium. The Act provides that, if the Developer has not completed development and construction of the entire Condominium as it may be expanded, it has the right to withdraw from the Project all undeveloped portions of the Condominium without the prior consent of any Co-owners, mortgagees of Units in the Project or any other party having an interest in the Project

during a period ending six (6) years from the date the Developer exercised its rights with respect to convertibility, or within ten (10) years from the date of commencement of construction of the Condominium, if no conversion has occurred. The undeveloped portions of the Condominium would then be granted easements for utility and access purposes through the Condominium. If the Developer does not withdraw the undeveloped portions of the Condominium within the proscribed time, such lands will remain part of the Condominium as General Common Elements in which event a Co-owner or the Association may bring an action to require revisions to the percentages of value, if it becomes necessary to adjust percentages of value as a result of fewer Units existing.

H. Legal Documentation. PROSPECTIVE PURCHASERS ARE ADVISED TO CAREFULLY AND COMPLETELY REVIEW THE MASTER DEED, INCLUDING THE BYLAWS (EXHIBIT "A) AND CONDOMINIUM SUBDIVISION PLAN (EXHIBIT "B") ATTACHED THERETO, DECLARATION AND OTHER CONDOMINIUM DOCUMENTS DESCRIBED BELOW IN CONNECTION WITH THE PURCHASER'S DECISION TO PURCHASE A CONDOMINIUM UNIT IN THE RAVINES OF PLYMOUTH, AND TO CONSULT WITH LEGAL COUNSEL OF THE PURCHASER'S CHOICE.

(i) General. The Ravines of Plymouth was established as a Condominium pursuant to the Master Deed, which was recorded in the Wayne County Register of Deeds and a copy of which is set forth in the Purchaser Information Booklet. The Master Deed, as recorded, includes, as Exhibit "A", the Bylaws for the Condominium and, as Exhibit "B", the Condominium Subdivision Plan.

(ii) Master Deed. The Master Deed, among other things, contains a definition of terms used within the Condominium, the percentage of value assigned to each Unit in the Condominium and a description of the General Common Elements and Limited Common Elements constituting the Condominium. The percentages of value of the Units are set forth in Article V, Section 5.2 of the Master Deed. The percentage of value assigned to each Unit shall be equal. The percentage of value assigned to each Unit is determinative of each Owner's respective share of the Common Elements of the Ravines of Plymouth, the proportionate share of each Co-owner in the proceeds and the expenses of administration, and the value of each Owner's vote at meetings of the Association. The percentages of value must at all times total one hundred (100%) percent. Article VI describes certain easements, restrictions and agreements that affect the Ravines of Plymouth. Article VII describes the manner in which the Master Deed may be amended. Article IX describes the terms and conditions upon which the Developer may convert Common Elements of the Ravines of Plymouth. Article X describes the terms and conditions upon which the Developer may expand the Ravines of Plymouth to include additional Units and some or all of the Additional Land. Article XI authorizes the Developer to assign to the Condominium Association or to another entity any or all of its rights and powers granted or reserved in the Condominium Documents or by law.

(iii) Bylaws. The Bylaws for the Condominium contain provisions relating to the operation and management of the Ravines of Plymouth The Bylaws also contain provisions governing the operation of the Condominium Association and are the

Corporate Bylaws for the Association. A copy of the Bylaws is included in the Ravines of Plymouth Purchaser Information Booklet. Article II sets forth the provisions relating to annual, additional and special assessments of members to pay the costs of operation of the Condominium and the terms and conditions of enforcement governing the statutory assessment lien therefor. The respective obligations of a Co-owner and the Association to insure the Condominium Units and Common Elements are described in Article IV of the Bylaws, and their respective obligations for the maintenance, repair and replacement of Condominium Units and Common Elements are described in Article V of the Bylaws. Article VI contains architectural and building specifications and building and use restrictions affecting the ownership, occupancy and use of the Ravines of Plymouth; some of which are summarized in Part VI. E. below.

(iv) Condominium Subdivision Plan. The Condominium Subdivision Plan for the Condominium is a three-dimensional survey which establishes the physical relationship and location of each of the Units in the Condominium and depicts the locations of roads, utilities and Common Elements

(v) Declaration. The Declaration provides that all Co-owners shall pay an equal share of the costs of operating, maintaining, repairing, insuring and replacing the roads, walks, storm drainage facilities and utilities described therein. All residential units benefitted by the Declaration shall pay an equal share of such costs. At present the Condominium Co-owners are the only residents benefitted by the Declaration.

IV. THE DEVELOPER AND ITS AFFILIATES

The Developer, Livonia Builders Grandover Park, LLC, a Michigan Limited Liability Company, located at 4952 DeWitt, Canton, Michigan 48188. Developer is a licensed residential builder. Developer has or will install the site improvements at Cypress Ridge, such as the roadways and utilities. Developer, its principals or affiliates have developed and/or built homes in the following residential communities:

Cypress Ridge, a site condominium in Saline, Michigan
Cherry Hill Village, a site condominium in Canton, Michigan
Grandover Park, a site condominium in Canton, Michigan
Saline Ridge, a site condominium in Saline, Michigan
Sheffield Park, a site condominium in Canton, Michigan
Torrey Hill, a site condominium in Pittsfield Township, Michigan
Torwood, a site condominium in Saline, Michigan
The Woodlands of Arbor Ridge, a site condominium in Pittsfield Township, Michigan

Developer will be handling sales for all Units in Cypress Ridge.

The Developer is not aware of any pending legal proceeding against or affecting the Ravines of Plymouth or the Developer.

V. LIMITED WARRANTY FOR UNIT ONLY

Express warranties are not provided by Developer unless specifically stated in the Purchase Agreement.

A. No Common Element Warranties. THE DEVELOPER DOES NOT WARRANT TO ANY OWNER, EITHER EXPRESSLY OR IMPLIEDLY, THE UNITS OR COMMON ELEMENTS OF THE RAVINES OF PLYMOUTH, INCLUDING THOSE COMMON ELEMENTS WHICH THE DEVELOPER IS RESPONSIBLE TO CONSTRUCT. WITHOUT LIMITING THE SCOPE OF THE FOREGOING STATEMENT, THE DEVELOPER IS NOT RESPONSIBLE FOR ANY OF THE FOLLOWING, WHETHER OR NOT EXPRESSLY EXCLUDED FROM THE COVERAGE OF THE LIMITED WARRANTY TO BE PROVIDED TO EACH PURCHASER AT CLOSING:

(i) Defects in “Consumer Products” as defined in the “Magnuson-Moss Act” or the regulations promulgated thereunder. Developer will assign to Purchaser all warranties of “Consumer Products” furnished to Developer by supplier or manufacturer, and Purchaser should follow the procedures set forth in those warranties if defects are detected in liens covered by them. Those warranties are solely the obligation of such suppliers and manufacturers and Developer has no obligation or liability with respect to those warranties.

(ii) Damage due to ordinary wear and tear, abusive use, or lack of proper maintenance of the Purchaser's Unit or the Common Elements.

(iii) Defects which are the result of characteristics common to the materials used, including but not limited to the following: warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, decking, stucco, drywall, plaster, bricks, and masonry; damage to concrete resulting from the use of salt, chemicals, or other de-icing agents; drying, shrinking, and cracking of caulking or weather stripping; cracks and chipping in tile or cement and heaving of tile or cement; chipping and cracking of ceramic tile and grout discolorations or grout falling out; nail pops; and settling or shifting of a Purchaser's Unit, the ground under or around the improvements on a Purchaser's Unit or Common Elements, or the ground under and around other Units or Common Elements within the Ravines of Plymouth.

(iv) Conditions which are the result of characteristics of hardwood and hardwood facsimile floors, their component parts or surfaces and/or conditions caused by normal or anticipated expansion and contraction of the wood or other material, including, without limitation, any cracks, gaps, uneven surfaces, or like conditions.

(v) Damage to or destruction of any tree, shrub, plant growth, or sod placed on a Unit or Common Element, whether or not native to the Ravines of Plymouth, regardless of Developer's care in planting or protecting the same in either their original or

relocated state.

(vi) Defects in any items or materials installed or replaced by a Purchaser or any person except Developer or its authorized agents and subcontractors acting at its request.

(vii) Work done by a Purchaser or any other person, except Developer or the Developer's authorized agents and subcontractors acting at its request.

(viii) Loss or injury due to the elements, or any defects caused by animals or insects.

(ix) Conditions resulting from condensation, or expansion, or contraction of materials.

(x) Any consequential, incidental, special, or secondary damages arising out of defects in materials or workmanship or arising out of any breach of the Limited Warranty. In no event will Developer be liable for such damages even if Developer has been advised of the possibility of such damages. Developer makes no representations or warranty as to the environmental conditions of the Purchaser's Unit, the Common Elements or the Ravines of Plymouth, and the Developer has not undertaken, and will not undertake any analysis, testing, sampling, or other investigation to determine whether radon gas or other toxic or hazardous substance or any other contaminant exist on, in, under, or in the vicinity of any Unit.

(xi) Any defect that arises while the Purchaser's Unit is used primarily for non-residential purposes.

(xii) Any defect concerning which a Purchaser has failed to take timely action to minimize loss or damage and/or to give the Developer timely notice of the defect.

(xiii) Injury to persons or damage to property due to any defect covered by the Limited Warranty.

(xiv) Any existing environmental or ecological conditions on the subject property.

(xv) Land, roads, structures, utilities and other Common Elements.

B. Limited Warranty. Each Purchase Agreement will provide that, at the closing, the Developer will deliver to the Purchaser a Limited Warranty with regard to the Purchaser's Unit. The terms of the Limited Warranty are expressly limited as stated in the Limited Warranty.

C. **NO OTHER WARRANTIES**

THE LIMITED WARRANTY FOR THE PURCHASER'S UNIT IS THE ONLY WARRANTY THAT DEVELOPER SHALL PROVIDE. THE UNITS AND ALL GENERAL COMMON ELEMENTS ARE DELIVERED "AS IS". THE DEVELOPER DOES NOT WARRANT TO AN INDIVIDUAL OWNER, EITHER EXPRESSLY OR IMPLIEDLY, THE OWNER'S UNIT OR THE COMMON ELEMENTS OF THE RAVINES OF PLYMOUTH, INCLUDING THOSE GENERAL COMMON ELEMENTS WHICH THE DEVELOPER IS RESPONSIBLE TO CONSTRUCT, SUCH AS THE ROADWAY AND UTILITY LINES. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, HABITABILITY AND CONFORMANCE WITH PLANS AND SPECIFICATIONS ARE HEREBY DISCLAIMED AND EXCLUDED. THE DEVELOPER DOES NOT WARRANT ANY CONDITION WHICH MAY BE DEEMED IN VIOLATION OF ENVIRONMENTAL LAWS, RULES, POLICIES, OR REGULATIONS, AND/OR ANY CONDITIONS OF TOXIC WASTE OR HAZARDOUS SUBSTANCES. THE DEVELOPER DOES NOT WARRANT THE HABITABILITY OR THE ABSENCE OF HEALTH RISK DUE TO RADIATION, ELECTROMAGNETIC FIELDS, POLLUTION, HAZARDOUS MATERIAL, MOLD, RADON, FORMALDEHYDE, AND EVERY OTHER SOLID, LIQUID OR GASEOUS CONTAMINANT, TOXIN OR CARCINOGENIC SUBSTANCE. THERE IS NO GUARANTEE OR WARRANTY WITH REGARD TO TREES, BUSHES OR ANY TYPE OF VEGETATION. THERE IS NO GUARANTEE OR WARRANTY WITH REGARD TO TREES, BUSHES OR ANY TYPE OF VEGETATION. THE PURCHASERS AND/OR THE ASSOCIATION OF OWNERS MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT COVERED BY THE LIMITED ONE YEAR HOME WARRANTY. BY EXECUTING THE PURCHASE AGREEMENT, THE PURCHASER ACKNOWLEDGES AS OF THE DATE OF SAME, AND BY THE ACT OF CLOSING SHALL BE DEEMED TO HAVE RE-ACKNOWLEDGED AS OF THE DATE OF CLOSING, THAT PURCHASER HAS INSPECTED THE PURCHASER'S HOME, THE UNIT AND THE COMMON ELEMENTS OF THE RAVINES OF PLYMOUTH. NO SALES REPRESENTATIVE OF THE DEVELOPER IS AUTHORIZED TO DEVIATE FROM THIS PROVISION.

THERE ARE NO WARRANTIES OF ANY KIND GIVEN ON ANY CONDOMINIUM IMPROVEMENTS, INCLUDING GENERAL COMMON ELEMENTS SUCH AS THE ROADWAYS AND UTILITY LINES. ALL COMMON ELEMENTS AND CONDOMINIUM IMPROVEMENTS ARE DELIVERED "AS IS".

VI. OPERATION AND MANAGEMENT OF THE RAVINES OF PLYMOUTH

A. Condominium Association. The Ravines of Plymouth will be administered and the General Common Elements maintained by the Ravines of Plymouth

Condominium Association, which has been incorporated by the Developer as a nonprofit corporation under Michigan law. The Association is governed by its Board of Directors, whose initial members are designees of the Developer and who are empowered to serve pursuant to the provisions of the Bylaws until other directors are elected. The election of Directors by Co-owners (including the Developer voting as an Owner) cannot take place later than fifty-four (54) months after the first closing of a Unit. It is possible that the non-Developer Co-owners will have voting rights sooner than that time depending upon the number of Units conveyed. Voting rights are set forth in detail in Article VIII and Article XI of the Bylaws. Within one (1) year after the first conveyance of a Unit, or 120 days after conveyance of one-third (1/3) of all of the Units which may be created, whichever occurs first, an Advisory Committee of Co-owners will be established to facilitate communication and aid transition of control to the Co-owners.

Each Co-owner (including the Developer) is a member of the Association and entitled to vote at meetings of the Association in accordance with the provisions of the Bylaws. Although it is hoped that a majority of the Units will be sold by the time of the First Annual Meeting, the Developer will have the right to determine the make-up of the Board of Directors if it still owns a majority of the Units included in the Master Deed and amendments thereto at the time of the First Annual Meeting. At the First Annual Meeting of members of the Association, the members of the Association, including the Developer if it still owns any Unit, will elect five (5) directors, in accordance with the provisions of the Bylaws, and the directors in turn shall elect officers for the Association. Notwithstanding the above, the Developer has the right to designate one (1) director if it may create, or it owns and offers for sale, at least ten percent (10%) of the Units. Annual Meetings of the Co-owners will be held in October of each year, commencing in the calendar year following the First Annual Meeting, for the purpose of conducting the business of the Association and electing directors pursuant to the Bylaws. Prior to each Annual Meeting, Co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Bylaws.

B. Condominium Association Management Contracts. The Bylaws do not require that the Association employ a professional management agent to manage the affairs of the Condominium. The Developer has not retained a management agent at this time. If the Developer retains a management agent, the Association may terminate the Management Agreement upon the Transitional Control Date or at any time within ninety (90) days thereafter. The “Transitional Control Date” means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer. During the development of the Ravines of Plymouth, the Developer may in its sole discretion, subsidize the Association with respect to the management fee and with respect to certain fixed expenses such as, by way of example, liability insurance, snow removal, etc., until the Developer determines that the Association is adequately funded, in the Developer's sole discretion, or until turnover of control of the Association from the Developer to the Co-owners, whichever first occurs. The Developer’s subsidy may be in the form of loans to the Association. The Developer is not

obligated, however, to subsidize the Association or make loans to the Association.

C. Condominium Finances.

(i) Budget. The provisions of Article II of the Bylaws establish the means whereby the Board of Directors must annually adopt a budget for the operation of the Ravines of Plymouth. The initial budget has been established by Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the Condominium for the first year, and to include a reserve for future major repairs and replacements of the Common Elements. The initial budget must necessarily be prepared prior to the commencement of operation of the Condominium and, consequently, reflects estimates of expenses which could be made by the Developer and its consultants. To the extent that the goods and services necessary to service the Ravines of Plymouth increase in cost in the future, the budget and the expenses of the Association will also require upward revision. In this respect, it is normal for Association expenses to increase on a regular basis. Such a revision to the budget is intended generally to occur only at the time the adoption of an annual budget by the Association's Board, although circumstances also may require a revision and/or additional or special assessments at other times.

THE INITIAL BUDGET OF THE ASSOCIATION HAS BEEN ATTACHED TO THE END OF THIS DISCLOSURE STATEMENT AS APPENDIX "A." THE INITIAL BUDGET OF THE ASSOCIATION IS ONLY AN ESTIMATE OF THE EXPENSES THAT MAY BE INCURRED IN ADMINISTERING THE CONDOMINIUM. THE ACTUAL EXPENSES OF ADMINISTRATION MAY BE SUBSTANTIALLY DIFFERENT AND MAY RESULT IN INCREASED ASSESSMENTS TO OWNERS. DEVELOPER DOES NOT REPRESENT, GUARANTEE OR WARRANT THE ACCURACY OF THE INITIAL BUDGET AND NO REPRESENTATIONS, GUARANTEES OR WARRANTIES ARE TO BE CONSTRUED FROM THE INITIAL BUDGET.

(ii) Assessments and Taxes. The Condominium monthly assessments which are charged to the Co-owners are based upon the annual budget of the Association. The Association's only source of revenue to fund its budget is by the assessment of its members. Each Co-owner must pay to the Association an annual assessment which is determined by dividing the projected budget by the members' percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Association by each Co-owner in equal monthly installments or such other installment schedule adopted by the Board of Directors.

Because the day-to-day operation of the Condominium is dependent upon the availability of funds, it is important that each Co-owner pay the Owner's assessment in a timely manner. In the event a Co-owner fails to timely pay the Owner's assessment, the Bylaws provide that the Condominium Association may record a lien upon a delinquent Owner's Unit, collect interest at seven percent (7%) on delinquent assessments, and impose late charges, fines and collection costs, including a reasonable attorneys' fee. Additional

details can be found in Article II of the Bylaws.

Each Co-owner may be required to pay special or additional assessments, if special or additional assessments are either levied by the Board of Directors of the Association or, if applicable, approved by the Co-owners in accordance with the Bylaws. Special or additional assessments may be levied in the event that, among other things, the annual assessment should prove inadequate or Common Elements need to be replaced. Any special or additional assessment would be allocated to the Co-owners in accordance with the percentages of value stated in the Master Deed. In the event that an unusual expense benefits less than all of the Units in the Condominium, the expense may be assessed against those Units which are specially benefitted by the expense and shall be shared equally by those Units. Article II of the Bylaws should be examined for further details about special and additional assessments and the allocation of expenses of administration.

During the Construction and Sales Period, Developer shall only be responsible for payment of the annual Association assessments with respect to completed and occupied Units that it owns. A “completed Unit” is one with respect to which a Certificate of Occupancy has been issued by Plymouth Township. An “occupied Unit” is one which is occupied as a residence and shall not be deemed to include a Unit being used as a sales office of the Developer.

During the Construction and Sales Period, the Developer shall independently pay all direct costs of maintaining Units it owns that are not “completed and occupied Units”. The Developer also shall pay: (i) a proportionate share of the Association’s general administrative expenses incurred prior to the Transitional Control Date; and (ii) any deficit or deficiency which exists as of the Transitional Control Date in the Association’s reserve fund account for major repairs to and replacements of the Common Elements that results from the Developer’s limited responsibility for assessments, as discussed above. The Developer’s proportionate share of expenses described in (i) and (ii) above shall be determined based upon the ratio of “completed Units” which the Developer owns at the time the expense is incurred to the total number of Units in the Condominium. Notwithstanding the foregoing, the Developer shall not be responsible to pay or to reimburse the Association, in whole or in part, during the Construction and Sales Period, for any amount, in whole or in indivisible part, for deferred maintenance, reserves for replacement, capital improvements, the purchase of any Unit from the Developer, the cost of any litigation or claim against the Developer, its directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and/or preparing any such litigation or claim, or for any other special purpose. Moreover, the Developer shall not be responsible to the Association for any payments in connection with Units that are not “completed Units”; provided, that the Developer may be required to reimburse the Association for certain expenses actually incurred by the Association that are attributable to any Developer use of any Unit that is not a “completed Unit”, or any Common Element, in connection with or in furtherance of the Developer’s marketing and sales activities, but

only to the extent, if any, that the Condominium Act so requires and does not permit the waiver of such reimbursement obligation in the manner provided in the following sentence.

Each Co-owner must also pay other charges in connection with the Owner's ownership of a Unit in the Condominium. For example, each Co-owner will be responsible for paying real estate taxes levied on the Co-owner's Unit and the Co-owner's undivided interest in the Common Elements. The amount of the taxes will be determined and assessed as provided in Part VIII, B, below.

(iii) Electric Lighting, Appliances, Meters and Usage. The Co-owner of each Unit will be responsible for the cost to decorate, maintain, repair and replace the electrical fixtures, wiring and bulbs, and for the cost of electric usage of, all separately metered lighting and electric appliances which are located within a Unit upon, or primarily serve, any Limited Common Element. The Association will be responsible for the cost to decorate, maintain, repair and replace the electric meters throughout the Condominium, if owned by the Condominium and not damaged through Co-owner fault, and for the cost to decorate, maintain, repair and replace all separately metered electrical lighting and electrical appliance fixtures, wiring and bulbs which are located upon, or primarily serve, any General Common Element, and for the cost of electric usage thereby.

(iv) Possible Other Liability. Pursuant to Section 84a(1)(d)(i) of the Condominium Act of 1978, as amended, each Purchaser is advised of the possible liability of each Co-owner under Section 58 of the Condominium Act of 1978, as amended:

> If the holder of a first mortgage or other Purchaser of a Condominium Unit gains title to that Unit by foreclosing that mortgage, the holder of the first mortgage or other Purchaser is not liable for unpaid assessments which are chargeable against that Unit and which had become due prior to acquisition of title to the Unit by the holder of the first mortgage or other Purchaser. These unpaid assessments are common expenses which are collectible from all Unit owners including the holder of the first mortgage or other Purchaser who has obtained title to the Unit through foreclosure.

D. Insurance.

(i) **Title Insurance**. Title insurance will be supplied to each individual Purchaser as the sales of the Units are closed. The Purchase Agreement provides that the Developer shall furnish each Purchaser with a commitment for an owner's title insurance policy issued by Vintage Title Agency LLC, as agent for First American Title Insurance Company, at or prior to closing, and the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. The policies will be in the face amount of the purchase price of each Unit. The policies will insure each Purchaser that the Purchaser's title to the Unit received from the Developer is in the condition required by each Purchase Agreement. Each Purchaser

should review the title insurance commitment with a qualified adviser of the Purchaser's choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(ii) **Other Insurance**. The Condominium Documents require, with respect to all Common Elements of the Condominium, that the Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief, liability insurance, officers' and directors' liability insurance, and worker's compensation insurance, if applicable, with respect to all Common Elements of the Condominium. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors of the Association is responsible for obtaining insurance coverage for the Association. Each Owner's pro rata share of the annual Association insurance premiums is included in the annual assessment. The Association's insurance policies are available for inspection during normal working hours.

The master insurance policy carried by the Association names the Condominium Association as the insured, and may be required to include any managing agent as an additional insured from time to time. In the event of any casualty affecting the Condominium, insurance proceeds would be paid to and administered by the Condominium Association in accordance with the provisions of the Bylaws. The insurance coverage carried by the Condominium Association does not cover the interior of any individual Units or any personal property of any Owner.

EACH CO-OWNER IS RESPONSIBLE TO OBTAIN, AND SHALL OBTAIN, INSURANCE COVERAGE WITH RESPECT TO THE INTERIOR AND EXTERIOR OF HIS/HER UNIT TO THE EXTENT INDICATED IN ARTICLE IV OF THE BYLAWS, AND FOR LIABILITY FOR INJURY WITHIN THE CO-OWNER'S UNIT AND UPON LIMITED COMMON ELEMENTS, IF ANY, ASSIGNED TO THE CO-OWNER'S UNIT.

A copy of the Certificate of Insurance with respect to the Condominium will be furnished to each Co-owner upon closing the sale of the Co-owner's Unit. The Condominium Association should periodically review all of its insurance coverage to be assured of its continued adequacy and Co-owners should each do the same with respect to their personal insurance.

E. Restrictions on Co-ownership, Occupancy and Use. In order to provide an environment conducive to pleasant living at the Ravines of Plymouth, the Bylaws contain certain limitations upon the activities of Co-owners which might infringe upon the right to quiet enjoyment of all Co-owners. Article VI of the Bylaws sets forth restrictions upon the ownership, occupancy and use of the Condominium. It is not possible to accurately and completely characterize such restrictions and each prospective Purchaser should review the restrictions in their entirety to ascertain whether their operation will interfere with his/her prospective use of the Condominium; however, the following are certain of the

restrictions:

(i) Residential Use. Units are to be used for residential purposes only. No residential Unit shall be used for commercial or business purposes; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory.

(ii) Lease. Any Co-owner may lease the Owner's Unit; however, the leases must be in writing and be for an initial term of one (1) year unless otherwise approved by the Association. Notice of the lease arrangement and a copy of the lease form must be supplied to the Association at least ten (10) days prior to presenting the lease form to the potential lessee. All tenants must comply with the Condominium Documents.

(iii) Pets. No animals may be maintained on any Unit except for no more than two domesticated pets consisting of cats and/or dogs. No household pets may be bred or kept for commercial purposes. No savage or dangerous animal shall be kept in the Ravines of Plymouth. Any Co-owner maintaining animals must indemnify the Association for any costs or damages incurred as a result of maintaining such animals. Additional restrictions governing animals are set forth in Article VI, Section 5 of the Bylaws.

(iv) Trailers, Recreational Vehicles, Commercial Vehicles. Except for automobiles, vehicles, motorcycles and trucks designed and used primarily for general transportation by an Owner, no trailers, mobile homes, recreational vehicles, commercial vehicles or inoperative vehicles may be parked or stored upon any Unit unless such vehicles are parked in the garages or driveways of the Unit. Additional restrictions governing vehicles are set forth in Article VI, Section 8 of the Bylaws.

(v) Architectural Controls. There are substantial limitations upon improvements and physical changes that may be made within the boundaries of a Condominium Unit and elsewhere on the Common Elements. Written approval by the Board of Directors and, during the Construction and Sales Period, the Developer, if it so elects, must be obtained before any structure or improvement may be erected or installed upon a Unit or any of the Common Elements, or before altering or modifying any structure or improvement upon a Unit or the Common Elements (except for interior modifications of Units). Written permission by the Board of Directors and, during the Construction and Sales Period, the Developer, if it so elects, must be obtained prior to erecting or maintaining commercial signs on any Unit, unless required by legal proceedings. Written approval by the Board of Directors and, during the Construction and Sales Period, the Developer, if it so elects, must be obtained prior to performing any landscaping or planting any trees, shrubs or flowers on the Common Elements. Each Purchaser should carefully

review the Purchase Agreement and Article VI of the Bylaws with respect to such restrictions.

(vi) Rules and Regulations. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of the Condominium without the vote of the Co-owners.

None of the restrictions apply to the commercial activities or signs of the Developer. The restrictions are enforceable by the Association, which may take appropriate action to enforce the restrictions, such as legal action for injunctive relief and damages. The remedies available in the event of violation of these restrictions are contained in Article XVIII of the Bylaws. The restrictions are also enforceable by the individual Co-owners and by the Developer.

F. Judicial Actions and Claims. The Articles of Incorporation of the Association and Article III of the Bylaws contain procedures which may materially restrict the commencement of civil actions by or in the name of the Association (which may include civil actions against the Developer) in order to ensure that the Co-owners are fully informed regarding the prospects and likely costs of any proposed civil action that the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed. The restrictions of Article III are enforceable either by a Co-owner or the Developer. The Developer believes that these requirements may reduce both the cost of litigation and the risk of improvident litigation, either of which has the potential to waste the Association's assets in situations where reasonable and prudent alternatives to litigation may exist. A prospective Purchaser of a Unit in the Ravines of Plymouth is encouraged to review and ensure that he/she understands the provisions of Article III before purchasing.

VI. RIGHTS AND OBLIGATIONS BETWEEN DEVELOPER AND OWNER

A. Before Closing. The respective obligations of the Developer and a Purchaser of a Condominium Unit prior to closing are set forth in the Purchase Agreement which the Purchaser and Developer each will execute, and in the Escrow Agreement. Both of those documents should be closely examined by all Purchasers in order to ascertain the disposition of earnest money deposits advanced by Purchaser, anticipated closing adjustments, and the obligations of Developer and Purchaser with respect to the dwelling built or to be built on the Unit.

B. At Closing. Each Purchaser (except a Purchaser under land contract) will receive from Developer a warranty deed conveying fee simple title to the Purchaser's Unit, which deed shall be subject to no liens or encumbrances other than the Condominium Documents and restrictions, agreements and easements of record, taxes first becoming due and payable after closing and all zoning and other governmental limitations. Prior to Closing, each Purchaser shall be afforded an opportunity to inspect

the dwelling and Unit purchased and the Common Elements.

C. After Closing. Subsequent to the purchase of the Unit, relations between the Developer and Purchaser/Co-owner are governed by the Master Deed and Bylaws and the Condominium Act of 1978, as amended. The legal relationship between Developer and Purchaser shall continue to be governed by the Purchase Agreement, but only to the extent that any provisions of the Purchase Agreement are intended to survive the Closing. The Purchaser also shall enjoy the rights provided by the Limited Warranty on the Purchaser's Unit, as delivered by Developer at closing and described in Part V above.

VII. LOCAL GOVERNMENT, TAXES AND CERTAIN UTILITIES

A. Local Government. The Ravines of Plymouth is located in Plymouth Township, Wayne County and the Plymouth-Canton Community Schools District.

B. Real Property Taxes. Taxes upon the Condominium Units are assessed by Plymouth Township, Wayne County and the Plymouth-Canton Community Schools District. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty (50%) percent of the true cash value. During the year in which the Master Deed is originally recorded, real property taxes attributable to each Unit established by the Master Deed may not be separately billed, but may be paid by the Association as an expense of administration, to be shared by the Co-owners of the Units in proportion to their respective percentages of value. In subsequent years, each Co-owner will receive an individual tax bill attributable to the Owner's Unit. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates, either of which may rise or fall.

C. Utilities. Utility services to the Ravines of Plymouth are provided as follows:

(i) Electricity – DTE Energy and other providers

(ii) Gas - DTE Energy and other providers

(iii) Telephone – Comcast, AT&T and other providers

(iv) Television – Comcast, Direct TV

(v) Broadband – Comcast and other providers

(vi) Sanitary Sewer and Water – Plymouth Township

D. Sanitary Sewer and Water Main. The costs of and the responsibilities for maintaining the sanitary sewer and water main facilities serving the Ravines of Plymouth

will be borne by the Association, as provided in the Master Deed, unless and until such systems are dedicated to and accepted by Plymouth Township.

E. Storm Water Drainage Facilities; Storm Water Detention Basin. The Ravines of Plymouth Storm Drainage Facilities, detention pond and other storm water management systems, will be maintained, repaired and replaced the Association, as provided in the Master Deed.

VIII. RADON GAS

Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may have adverse health consequences.

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

Developer expressly disclaims any expertise in radon, and does not provide advice to Co-owners about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a Purchaser might consider significant in deciding whether to purchase a Unit in Cypress Ridge from the Developer. Developer assumes no responsibility to make any tests or studies.

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two (2) guides which are available to interested persons: “A Citizen's Guide to Radon: What it is and What to do About it” and “Radon Reduction Methods: A Homeowner's Guide.”

IX. PURPOSE OF DISCLOSURE STATEMENT

This Disclosure Statement was prepared by the Developer in good faith and in compliance with the Condominium Act of 1978, as amended. This Disclosure Statement paraphrases various provisions of the Purchase Agreement, Escrow Agreement, Master Deed, Bylaws and other documents required by law. This Disclosure Statement only highlights certain provisions of such documents and by no means contains a complete

statement of all of the provisions of those documents, which may be important to Purchasers. In an attempt to be more readable, this Disclosure Statement omits most legal phrases, definitions and detailed provisions of the other documents. This Disclosure Statement is not a substitute for the legal documents from which it draws information and the rights of Purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this Disclosure Statement should be carefully reviewed by prospective Purchasers, and it is advisable to have professional assistance in making this review.

The Developer is required by law to prepare this Disclosure Statement. The Developer has prepared this Disclosure Statement in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about Cypress Ridge. However, the Developer disclaims liability to any Purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by the Developer in good faith, or were immaterial in nature, or were not relied upon by the Purchaser, or did not result in any damages to the Purchaser.

Each Purchaser is urged to engage a competent lawyer or other advisor in connection with the Purchaser's decision to purchase a Unit. In accepting title to a Unit in the Ravines of Plymouth, each Purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission, or misstatement in this Disclosure Statement. In assisting in the preparation of this Disclosure Statement and the other Condominium Documents, Developer's counsel has not undertaken professional responsibility to the Condominium Association or to any Co-owners, Purchasers, mortgagees or other third parties for the completeness, accuracy, or validity of the Condominium Documents, including this Disclosure Statement.

The Developer is required to give each Purchaser a copy of The Condominium Buyers Handbook, a copy of which is attached as Appendix B to this Disclosure Statement. This Handbook was prepared by the Michigan Department of Consumer & Industry Services, and the Developer accepts no responsibility for its contents.

APPENDIX A

THE RAVINES OF PLYMOUTH ESTIMATED OPERATING BUDGET
(including estimated budget if fully expanded to include 68 Units)

ANNUAL INCOME Assessment of Units:	**14 Units**	**68 Units**
68 Units ($175/month Dues)		**$142,800**
14 Units ($175/month Dues)	**$ 29,400**	
ANNUAL EXPENSES	**14 Units**	**68 Units**
Administrative:		
Professional Management Company	$ 2,100	$10,000
Insurance-Property & Liability	$ 5,022	$25,111
Landscape & Grounds Maintenance	$ 4,250	$21,000
Snow Removal-Roads & Driveways	$ 7,900	$38,000
Trash Removal	$ 1,681	$ 8,160
Electricity-Common	$ 1,500	$ 6,000
Water/Sewer	$ 1,000	$ 5,000
Pond Expenses	$ 125	$ 500
Bank Service Fees	$ 72	$ 360
Miscellaneous Maintenance	$ 500	$ 2,500
Security Monitoring	$ 480	$ 2,400
Accounting Fees	$ 200	$ 1,000
Total Operating Expenses	$ 24,830	$120,031
Reserve Account:	$ 4,570	$ 22,769
Total Operating Expenses and Reserve	**$ 29,400**	**$142,800**

****Budgeted expenses are estimates only and are subject to change****

APPENDIX B

DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

2016 FEB -2 PM 3:18

Bernard J. Youngblood
Wayne County Register of Deeds
2016049450 L: 52713 P: 171
02/02/2016 03:18 PM NOT Total Pages: 10

DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

This **DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE** is made this 1st day of February, 2016, by and between Livonia Builders Grandover Park, LLC ("Declarant"), whose address is 4952 Dewitt, Canton, Michigan 48188; and The Ravines of Plymouth Condominium Association, a Michigan nonprofit corporation ("Association"), whose address is 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

Declarant is the developer of The Ravines of Plymouth, a residential condominium located in Plymouth Township, Wayne County, Michigan, which is legally described on the attached Exhibit A-1 and referred to in this Declaration as "The Ravines of Plymouth". Contemporaneous with the execution of this Declaration, Declarant has withdrawn from The Ravines of Plymouth the land legally described on the attached Exhibit A-2 which is referred to in this Declaration as the "Future Development Area". The Ravines of Plymouth and the Future Development Area are sometimes collectively referred to in this Declaration as the "Development".

The Master Deed of The Ravines of Plymouth declares that the general common element roads, drives and walks, utilities and storm drainage facilities are subject to use by the owners of residential dwellings in the Future Development Area.

NOW, THEREFORE, the Declarant and the Association declare and grant the easements set forth below for the benefit of the owners from time to time of The Ravines of Plymouth and the Future Development Area, and the respective successors and assigns of each and the agents, employees, tenants and invitees of each.

1. ACCESS EASEMENTS. The Declarant and the Association declare and grant perpetual, nonexclusive easements for the benefit of the owners from time to time of the Development, and the respective successors, assigns, agents, employees, tenants and invitees of each, for ingress and egress on, over, and across the private roads, drives and walkways depicted on Exhibit B hereto to the public right-of-way in Plymouth Road (the "Road Easement").

The Declarant shall be responsible for performing all maintenance, insurance, operation, repair and replacement duties for the roads, drives and walks built in the Road Easement. Persons from time to time owning a completed dwelling unit in the Development shall be responsible during their time of ownership for payment of a prorated portion of the expenses of such

maintenance, insurance, upkeep, repair and replacement. The share of expenses shall be determined for each completed dwelling unit in the Development by multiplying the expenses by a fraction, the numerator of which is the number of completed dwelling units located in The Ravines of Plymouth or the Future Development Area, as the case may be, and the denominator of which is the total number of completed dwelling units located in the Development. Payment shall be made promptly on demand at such intervals of time (monthly, quarterly) as are established by the Declarant from time to time. Declarant is not responsible at any time for the payment of assessments under this Agreement except with respect to completed dwelling units that are occupied.

2. UTILITY EASEMENTS. Declarant grants for the use and benefit of the owners of dwelling units within the Development, and the respective successors, assigns, agents, employees, tenants and invitees of each, a non-exclusive easement to tie into and utilize the water lines, sanitary sewer lines and natural gas mains, and the electrical power, telephone, telecommunication, and cable lines located or to be located within the Development ("Utilities Easements"), for the purposes of providing such utility service to the dwelling units and common elements within the Development. Some or all of the utility lines, systems and mains described above may be owned by the local public authority or by the company that is providing the service. Accordingly, such utility lines, systems and mains shall be maintained by the Declarant only to the extent of the owners' interest therein, if any, and Declarant makes no warranty with respect to the nature or extent of such interest, if any.

The Declarant shall be responsible for performing all maintenance, operation, insurance, repair and replacement duties for the utilities built in the Utilities Easements. Persons from time to time owning a completed dwelling unit in the Development shall be responsible during their time of ownership for payment of a prorated portion of the expenses of such maintenance, upkeep, insurance, repair and replacement. The share of expenses shall be determined for each completed dwelling unit by multiplying the expenses by a fraction, the numerator of which is the number of completed dwelling units located in The Ravines of Plymouth or the Future Development Area, as the case may be, and the denominator of which is the total number of completed dwelling units located on the Development. Payment shall be made promptly on demand at such intervals of time (monthly, quarterly) are established by the Declarant from time to time. Declarant is not responsible at any time for the payment of assessments under this Agreement except with respect to completed dwelling units that are occupied.

3. STORM DRAINAGE FACILITIES. Declarant and the Association declare that the storm drainage facilities shown on Exhibit B (as the same may be amended by Declarant from time to time, as provided in Paragraph 9 below), are subject to the permanent, nonexclusive easements for use for their intended purposes by the owners from time to time of the Future Development Area. The easement rights granted under this Paragraph 3 include the Declarant's right to tie into and utilize the storm drainage facilities shown on Exhibit B to accommodate the storm water discharge from the Future Development Area. These easements run with the Future Development Area in perpetuity for the benefit of all dwelling owners therein.

The Declarant shall be responsible for performing all maintenance, operation, insurance, repair and replacement duties for the Utilities Easements. Persons from time to time owning a

completed dwelling unit in the Development shall be responsible during their time of ownership for payment of a prorated portion of the expenses of such maintenance, upkeep, insurance, repair and replacement. The share of expenses shall be determined with respect to each of The Ravines of Plymouth and the Future Development Area by multiplying the expenses by a fraction, the numerator of which is the number of completed dwelling units located in The Ravines of Plymouth or the Future Development Area, as the case may be, and the denominator of which is the total number of completed dwelling units located on The Ravines of Plymouth and the Future Development Area. Payment shall be made promptly on demand at such intervals of time (monthly, quarterly) are established by the Association from time to time. Declarant is not responsible at any time for the payment of assessments under this Agreement except with respect to completed dwelling units that are occupied.

4. COMPLETED DWELLING UNITS. A completed dwelling unit shall be a unit with respect to which a certificate of occupancy has been issued by the Township of Plymouth.

5. MANDATORY OBLIGATIONS UNDER THIS DECLARATION. All persons owning a completed dwelling unit in The Ravines of Plymouth shall, on acquisition of such ownership, be members of the Association, and shall be subject to the Association's lien securing payment of a pro rata share of the expenses provided in this Declaration as provided in the recorded master deed of The Ravines of Plymouth. The common expenses of the Development include, but are not limited to, the expenses of maintaining, repairing, operating, insuring and replacing the landscaped entryway to The Ravines of Plymouth.

6. DEFAULT. A late charge not to exceed $50 per month per dwelling unit may be assessed by Declarant for late payments. Each owner of a dwelling unit shall be personally liable for the payment of all amounts due under this Agreement. The Association shall be responsible for collecting and remitting to Declarant, as an expense of administration, all sums due under this Agreement from the owners of units in The Ravines of Plymouth. The Association shall enforce its collection rights against any of its members that are delinquent in their payments under this Agreement. There shall be a continuing lien against all properties benefited by the foregoing easements for nonpayment of the amounts required to be paid hereunder by the owner or owners thereof, which lien shall at all times be subordinate to any present or future tax liens in favor of any federal or state taxing authority and any present or future first institutional mortgage lien on said properties or any portion or portions thereof. In the event the owner or owners of said benefited parcels default in the obligation to pay any expenses required hereunder as set forth above, the person or persons entitled to receive such payments may enforce collection of such expenses by a suit at law for a money judgment or by foreclosure of the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. The expenses incurred in connection with collecting unpaid expenses, including interest, costs and attorneys' fees, shall also be secured by said lien. Declarant shall not be responsible at any time for the payment of assessments under this Agreement except with respect to completed dwelling units that are occupied. Model and "spec" homes shall not constitute completed and occupied dwellings.

7. COVENANTS RUNNING WITH THE LAND. The easements hereinbefore granted and declared shall run with the land and shall be nonexclusive, perpetual easements and shall

be of benefit to the owners of The Ravines of Plymouth and the Future Development Area and their respective successors and assigns.

8. DECLARANT'S AMENDMENT OF THIS DECLARATION. Declarant reserves the right to amend the legal descriptions of The Ravines of Plymouth and the Future Development Area from time to time as it proceeds with its development of The Ravines of Plymouth. Among other things, Declarant reserves the right to amend the legal description of The Ravines of Plymouth to include additional land and improvements as the same are added to The Ravines of Plymouth condominium, and to therefore modify the description of the Common Areas and Facilities attached as Exhibit "B". Declarant may also, in its sole discretion, modify the legal description of the Future Development Area over time to include additional land that is benefited by the easements for use of the Common Areas and Facilities and burdened by the obligations of this Declaration. All such amendments, and rights to make such amendments are reserved to the Declarant in the exercise of its sole discretion. All persons acquiring any interest in The Ravines of Plymouth and the Future Development Area, including without limitation all owners and mortgagees, shall be deemed irrevocably to have appointed Declarant and its successors as agent and attorney-in-fact to make such amendments to this Declaration, and to have consented to the same by acquiring or accepting any interest in the Development.

9. NO GIFT OR DEDICATION. The easements established by this Declaration are private and nothing herein contained shall be deemed to constitute a gift or dedication of the same to the public absent dedication by separate specific recorded instrument.

10. NOTICES. Every notice, demand or other document or instrument required or permitted to be given or served on any of the parties hereto shall be in writing and shall be deemed to have been duly given or served when mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed to such party at the address stated on Page 1 hereof, or at the last changed address given by the party to be notified.

11. TERMINATION. This Agreement shall automatically terminate on the date The Ravines of Plymouth encompasses the entire Future Development Area. Declarant may assign its obligations under this Agreement to the Association at any time and on the effective date of any such assignment the Association shall be subject to and assume all obligations of the Declarant under this Agreement.

This Declaration of Easements and Agreement for Maintenance is executed as of the day and year first written above.

ASSOCIATION:

THE RAVINES OF PLYMOUTH CONDOMINIUM ASSOCIATION, A Michigan Nonprofit Corporation

By: LIVONIA BUILDERS GRANDOVER PARK, LLC
A Michigan Limited Liability Company

By: /s/ Danny Veri
Danny Veri
Its: Authorized Representative

DECLARANT:

LIVONIA BUILDERS GRANDOVER PARK, LLC
A Michigan Limited Liability Company

By: /s/ Danny Veri
Danny Veri
Its: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on February 1, 2016, by Danny Veri, the Authorized Representative of Livonia Builders Grandover Park, LLC, a Michigan limited liability company, on behalf of the limited liability company which is the organizing member of The Ravines of Plymouth Homeowners Association.

/s/ Patti A. Ohannesian, Notary Public
Wayne County, Michigan
My Commission Expires: March 15, 2019
Acting in Wayne County

Recorded February 2, 2016, in Liber 52713, Page 171, Wayne County Records

DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE

This **DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE** is made this 1st day of February, 2016, by and between Livonia Builders Grandover Park, LLC ("Declarant"), whose address is 4952 Dewitt, Canton, Michigan 48188; and The Ravines of Plymouth Condominium Association, a Michigan nonprofit corporation ("Association"), whose address is 2025 West Long Lake Road, Suite 104, Troy, Michigan 48098.

Declarant is the developer of The Ravines of Plymouth, a residential condominium located in Plymouth Township, Wayne County, Michigan, which is legally described on the attached Exhibit A-1 and referred to in this Declaration as "The Ravines of Plymouth". Contemporaneous with the execution of this Declaration, Declarant has withdrawn from The Ravines of Plymouth the land legally described on the attached Exhibit A-2 which is referred to in this Declaration as the "Future Development Area". The Ravines of Plymouth and the Future Development Area are sometimes collectively referred to in this Declaration as the "Development".

The Master Deed of The Ravines of Plymouth declares that the general common element roads, drives and walks, utilities and storm drainage facilities are subject to use by the owners of residential dwellings in the Future Development Area.

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The Declarant shall be responsible for performing all maintenance, insurance, operation, repair and replacement duties for the roads, drives and walks built in the Road Easement. Persons from time to time owning a completed dwelling unit in the Development shall be responsible during their time of ownership for payment of a prorated portion of the expenses of such maintenance, insurance, upkeep, repair and replacement. The share of expenses shall be determined for each completed dwelling unit in the Development by multiplying the expenses by a fraction, the numerator of which is the number of completed dwelling units located in The Ravines of Plymouth or the Future Development Area, as the case may be, and the denominator of which is the total number of completed dwelling units located in the Development. Payment shall be made promptly on demand at such intervals of time (monthly, quarterly) as are established by the Declarant from time to time. Declarant is not responsible at any time for the payment of assessments under this Agreement except with respect to completed dwelling units that are occupied.

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easements run with the Future Development Area in perpetuity for the benefit of all dwelling owners therein.

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9. NO GIFT OR DEDICATION. The easements established by this Declaration are private and nothing herein contained shall be deemed to constitute a gift or dedication of the same to the public absent dedication by separate specific recorded instrument.

10. NOTICES. Every notice, demand or other document or instrument required or permitted to be given or served on any of the parties hereto shall be in writing and shall be deemed to have been duly given or served when mailed by certified or registered United States mail, postage prepaid, return receipt requested, addressed to such party at the address stated on Page 1 hereof, or at the last changed address given by the party to be notified.

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This Declaration of Easements and Agreement for Maintenance is executed as of the day and year first written above.

ASSOCIATION:

THE RAVINES OF PLYMOUTH CONDOMINIUM ASSOCIATION, A Michigan Nonprofit Corporation

By: LIVONIA BUILDERS GRANDOVER PARK, LLC
A Michigan Limited Liability Company

By: /s/ Danny Veri
Danny Veri
Its: Authorized Representative

DECLARANT:

LIVONIA BUILDERS GRANDOVER PARK, LLC
A Michigan Limited Liability Company

By: /s/ Danny Veri
Danny Veri
Its: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on February 1, 2016, by Danny Veri, the Authorized Representative of Livonia Builders Grandover Park, LLC, a Michigan limited liability company, on behalf of the limited liability company which is the organizing member of The Ravines of Plymouth Homeowners Association.

/s/ Patti A. Ohannesian, Notary Public
Wayne County, Michigan
My Commission Expires: March 15, 2019
Acting in Wayne County

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on February 1, 2016, by Danny Veri, the Authorized Representative of Livonia Builders Grandover Park, LLC, a Michigan limited liability company, on behalf of the limited liability company.

/s/ Patti A. Ohannesian, Notary Public
Wayne County, Michigan
My Commission Expires: March 15, 2019
Acting in Wayne County

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kohls PLC
By: Kevin Kohls (P38706)
P.O. Box 216
Novi, Michigan 48376-0216
(248) 921-9223

EXHIBIT A-1
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

LEGAL DESCRIPTION OF THE RAVINES OF PLYMOUTH

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 334.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 226.30 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 206.86 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 44 SECONDS EAST, 47.96 FEET; THENCE 57.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING SOUTH 45 DEGREES 20 MINUTES 26 SECONDS EAST, 55.35 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 36 SECONDS EAST, 174.13 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 45 SECONDS WEST, 200.83 FEET TO THE POINT OF BEGINNING. CONTAINING 50,111 SQ. FT. OR 1.15 ACRES.
PART OF SIDWELL NO. 78-029-99-0004-000.

EXHIBIT A-2
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

LEGAL DESCRIPTION OF THE FUTURE DEVELOPMENT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 73.70 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 45 SECONDS EAST, 200.83 FEET; THENCE NORTH 74 DEGREES 57 MINUTES 36 SECONDS WEST, 174.13 FEET; THENCE 57.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING NORTH 45 DEGREES 20 MINUTES 26 SECONDS WEST, 55.35 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 44 SECONDS WEST, 47.96 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 415.03 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 00 SECONDS EAST, 412.13 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 00 SECONDS WEST, 611.70 FEET TO THE POINT OF BEGINNING. CONTAINING 167,695 SQ. FT. OR 3.85 ACRES. PART OF SIDWELL NO. 78-029-99-0004-000.

EXHIBIT B
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

DEPICTION OF ROADS, UTILITIES AND STORM DRAINAGE FACILITIES

EXHIBIT A-1
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

LEGAL DESCRIPTION OF THE RAVINES OF PLYMOUTH

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 334.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 226.30 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 206.86 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 44 SECONDS EAST, 47.96 FEET; THENCE 57.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING SOUTH 45 DEGREES 20 MINUTES 26 SECONDS EAST, 55.35 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 36 SECONDS EAST, 174.13 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 45 SECONDS WEST, 200.83 FEET TO THE POINT OF BEGINNING. CONTAINING 50,111 SQ. FT. OR 1.15 ACRES.
PART OF SIDWELL NO. 78-029-99-0004-000.

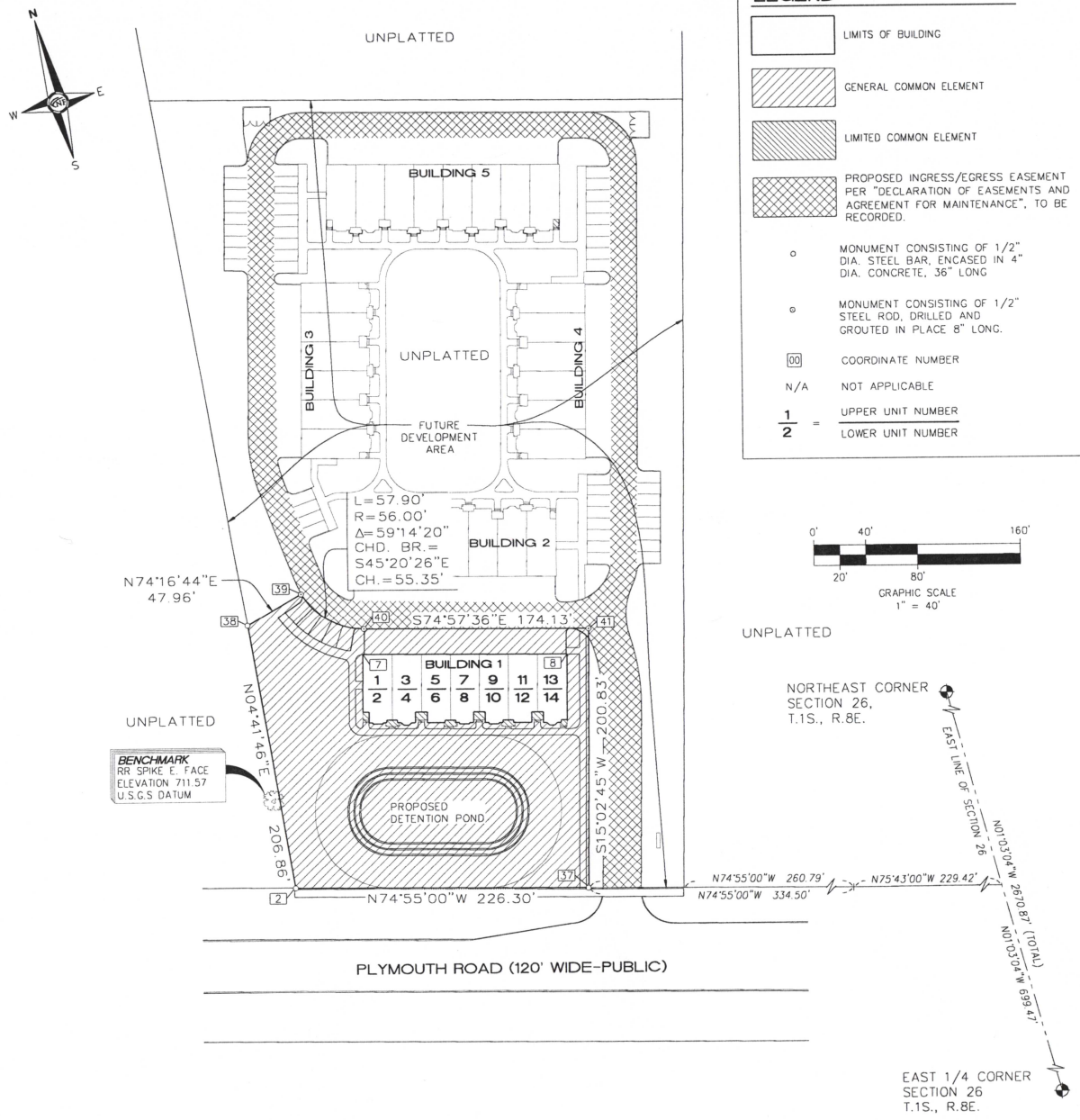
EXHIBIT A-2
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

LEGAL DESCRIPTION OF THE FUTURE DEVELOPMENT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 73.70 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 45 SECONDS EAST, 200.83 FEET; THENCE NORTH 74 DEGREES 57 MINUTES 36 SECONDS WEST, 174.13 FEET; THENCE 57.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING NORTH 45 DEGREES 20 MINUTES 26 SECONDS WEST, 55.35 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 44 SECONDS WEST, 47.96 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 415.03 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 00 SECONDS EAST, 412.13 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 00 SECONDS WEST, 611.70 FEET TO THE POINT OF BEGINNING. CONTAINING 167,695 SQ. FT. OR 3.85 ACRES. PART OF SIDWELL NO. 78-029-99-0004-000.

EXHIBIT B
TO
DECLARATION OF EASEMENTS
AND AGREEMENT FOR MAINTENANCE

DEPICTION OF ROADS, UTILITIES AND STORM DRAINAGE FACILITIES



LEGEND

- LIMITS OF BUILDING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- PROPOSED INGRESS/EGRESS EASEMENT PER "DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE", TO BE RECORDED.
- ○ MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR, ENCASED IN 4" DIA. CONCRETE, 36" LONG
- ⊙ MONUMENT CONSISTING OF 1/2" STEEL ROD, DRILLED AND GROUTED IN PLACE 8" LONG.
- [00] COORDINATE NUMBER
- N/A NOT APPLICABLE
- 1/2 = UPPER UNIT NUMBER / LOWER UNIT NUMBER

0' 40' 160'
20' 80'
GRAPHIC SCALE
1" = 40'

UNIT DATA TABLE

UNIT NO.	BUILDING NO.	UNIT TYPE	BASEMENT FLOOR ELEVATION	FIRST FLOOR ELEVATION	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
1	1	B	N/A	718.00	723.42	732.74
2	1	A	709.08	718.00	727.33	N/A
3	1	D	N/A	718.00	723.42	732.74
4	1	C	709.08	718.00	727.33	N/A
5	1	D	N/A	718.00	723.42	732.74
6	1	E	709.08	718.00	727.33	N/A
7	1	G	N/A	718.00	723.42	732.74
8	1	F	709.08	718.00	727.33	N/A
9	1	G	N/A	718.00	723.42	732.74
10	1	F	709.08	718.00	727.33	N/A
11	1	D	N/A	718.00	723.42	732.74
12	1	E	709.08	718.00	727.33	N/A
13	1	D	N/A	718.00	723.42	732.74
14	1	C	709.08	718.00	727.33	N/A

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGAERTS + ASSOCIATES, P.C. DATED 09-10-2015 AND RECEIVED BY NOWAK & FRAUS P.L.L.C. ON 07-27-2015.
2. UNITS 1 THROUGH 14, AND ALL UTILITIES, ROADS AND DRIVES REQUIRED TO SERVICE SAID UNITS "MUST BE BUILT" UNITS 15 THROUGH 68 HAVE BEEN INTENTIONALLY DELETED.
3. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE IX OF THE MASTER DEED.
4. ALL GARAGES, PORCHES, AND BALCONIES ARE DESIGNATED AS LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVE.
5. SUBJECT TO THE TERMS AND CONDITIONS OF THE PROPOSED "DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE", TO BE RECORDED.

COORDINATE TABLE

NO.	NORTHING	EASTING
2	5078.07	4710.33
5	5020.55	4923.74
6	5483.73	5052.70
7	5534.99	4862.54
8	5071.92	4733.15
9	5324.35	4753.89
10	5322.99	4770.49
11	5334.95	4771.48
12	5336.31	4754.87
13	5422.13	4761.92
14	5524.52	4789.42
15	5540.72	4817.56
16	5543.84	4784.78
17	5549.83	4795.18
18	5474.26	5064.82
19	5439.65	5084.04
20	5474.10	5095.65
21	5463.70	5101.64
22	5192.03	5017.30
23	5193.93	5010.31
24	5182.34	5007.19
25	5180.45	5014.18
26	5008.66	4967.88
27	5239.22	4806.78
28	5198.18	4959.53
37	5019.18	4928.83
38	5284.23	4727.27
39	5297.22	4773.43
40	5258.31	4812.80
41	5213.13	4980.97

SITE PLAN

PROPOSED 02/01/2016

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

SEAL

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 02/01/2016
SCALE: 1" = 40'
NFE JOB NO. D301-03
SHEET NO. 3

APPENDIX C

CONDOMINIUM BUYER'S HANDBOOK

THE CONDOMINIUM BUYER'S HANDBOOK

The Condominium Buyer's Handbook is created by the Michigan Department of Licensing and Regulatory Affairs as required by the Condominium Act (PA 59 of 1978, as amended).
This edition includes Public Act 134 of 2013 amendments.

PREFACE

The Department of Licensing & Regulatory Affairs has NO authority to enforce or regulate any provisions of the Act or the bylaws of condominium developments.

The Condominium Buyer's Handbook is a guide for people who are interested in buying a condominium. For your protection, you should read this booklet before you sign a purchase agreement. This handbook contains a summary of portions of the Condominium Act. Although the information is directed primarily toward residential condominium buyers, the Act also covers business, manufactured housing, campground and marina condominium developments. The last section of the handbook describes the legal remedies that are available to you based on the Condominium Act.

Although the Department of Licensing and Regulatory Affairs is the designated administrator in the Act, the Legislature repealed the Department's regulatory and enforcement responsibilities in 1983.

Additional information may be found on our website at: **www.michigan.gov/condo**

NOTE: A person or association of co-owners adversely affected by a violation of, failure to comply with, the Condominium Act, administrative rules, or any provision of your bylaws or master deed may take action in a court of competent jurisdiction.

CONDOMINIUM OWNERSHIP

Condominium unit co-owners have exclusive ownership rights to their unit and the right to share the common elements of the condominium development with other co-owners. The condominium subdivision plan, which is part of the master deed, identifies which areas are units and which areas are common elements.

The co-owners own and maintain the development once the developer has sold all the units, unless the local government agrees to take responsibility for maintaining a portion of the development. Roads are an example of a portion of a condominium development that may become public.

The master deed provides the percentage of ownership for each condominium unit in the development. This percentage is the basis for determining your obligation for payment of monthly maintenance fees, assessments for major repairs, and may determine your voting percentage at association meetings. The association of co-owners determines how much the monthly maintenance fee will be and assesses each owner for repairs to the common elements.

READ THE BYLAWS

Read the bylaws for the association and condominium development as they contain provisions outlining your rights and obligations as a co-owner.

You are obligated the pay the monthly maintenance fee and any assessments. If there are no restrictions in the bylaws that place limits on increasing the monthly fee, the association has the right to determine the amount. If the roads, or any other portion of the common elements in the development need repair, the association will determine the amount each owner is responsible for paying. If there are no restrictions in the bylaws regarding assessments, the association has the right to determine the amount. If you fail to pay an assessment or monthly fee, the association may place a lien on your unit.

Modifications or repairs to your unit may require approval of the co-owners association. If you do not obtain approval, the association may take legal action against you.

Before signing a purchase agreement, you should be aware of any restrictions on pets, renting, displaying items outdoors, and other prohibitions in the bylaws. Even if a restriction is not in the bylaws when you purchase, the association may amend the bylaws. Only changes that materially affect the co-owners require a vote of all co-owners.

You may not have the right to attend association meetings unless the bylaws specify that you may attend. The bylaws may not require associations to provide minutes of their meetings to co-owners.

PRELIMINARY RESERVATION AGREEMENTS

A preliminary reservation agreement gives you the opportunity, for a specified time, to purchase a particular condominium unit upon sale terms to be determined later. The developer must place the payment you make in an escrow account with an escrow agent. If you make a payment under a preliminary reservation agreement and cancel the agreement, the developer must fully refund the money. If you enter into a purchase agreement, the developer must credit the payment toward any payment due in the purchase agreement.

PURCHASE AGREEMENTS

A purchaser may withdraw from a signed purchase agreement without cause or penalty within nine business days as long as the property has not been conveyed to the purchaser. The nine-business day window starts the day the purchaser receives all the documents that the developer is required to provide. The developer must deposit payments made under a purchase agreement in an escrow account with an escrow agent.

Before signing an agreement, it is advisable to seek professional assistance to review all condominium documents.

Some issues to consider before buying include the following:

- **Do not rely on verbal promises** - insist that everything be in writing and signed by the appropriate parties involved in the transaction.
- The bylaws may contain a variety of restrictions. You may be required to receive association approval for certain actions. If you do not obtain prior approval, the association has authority to enforce the legal restrictions in the bylaws.
- You may be subject to a binding purchase agreement before construction is complete. Determine whether the agreement will provide you with adequate rights if the developer does not finish the unit in time to meet the occupancy date.
- You may wish to contact the local government to determine if the developer is contractually obligated to finish the development.
- Review all restrictions, covenants, and easements that might affect the condominium project or your unit.
- Determine if the developer has reserved any rights to alter the project.
- Before signing a purchase agreement, make sure you have financing, or that the agreement specifies it is dependent on your ability to obtain a mortgage commitment for the unit.
- When buying a condominium unit in a structure, you may also be a joint owner of the furnace, roof, pipes, wires and other common elements. Ask for an architect's or engineer's report on the condition of all building components, their expected useful life and building maintenance records.

- There is no governmental agency that regulates condominium associations and management companies. Only a judge has authority to order an association to comply with the Condominium Act and bylaws.

DOCUMENTS THE DEVELOPER MUST PROVIDE

The developer must provide copies of the following documents to a prospective purchaser:

1. The recorded master deed.
2. A copy of the purchase agreement and the escrow agreement.
3. The condominium buyer's handbook.
4. A disclosure statement that includes:
   - The developer's previous experience with condominium projects.
   - Any warranties undertaken by the developer.
   - The extent to which financial arrangements have been provided for completion of all structures and improvements labeled "must be built" on the subdivision plan.
   - An itemization of the association's budget.

ASSOCIATION OF CO-OWNERS (CONDOMINIUM BOARD)

Initially, the developer appoints the board of directors, who govern the development until the first annual meeting. The provisions for holding the annual meeting and designating the voting procedures should be included in the condominium development bylaws. The Condominium Act, (Section 52), describes the procedure for transitioning from the developer to the association of co-owners for the governing of the development. (Also see "Election of Association of Co-owners Board of Directors" later in this handbook.)

The co-owners elect the association, which is responsible for governing the development and maintaining the general common elements. The general common elements may consist of hallways, lobbies, building exteriors, lawns, streets (if the roads are private), recreation facilities, heating, water and electric systems. The association may hire a management company to provide services for the development. They also have the right to assess co-owners for repairs. After the creation of the association, the association may adopt bylaws for the operation of the association. Rules governing the condominium development are in the bylaws that the developer created for the condominium development.

A condominium association is a private, not public entity. Meetings of the association are not subject to the Open Meetings Act, which requires public agencies to make attendance at meetings open to the public and requires the provision of minutes that describe actions taken at the meeting.

Associations are required by law to keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses. The developer must

provide a disclosure statement itemizing the association's budget at the time you receive the master deed.

Associations are required to maintain a reserve fund for major repairs and replacement of common elements. The minimum amount is 10% of the annual budget on a non-cumulative basis. If the association needs additional funds for major repairs, they may have the right to assess each owner. Monthly fees and assessments are a lien on the condominium unit. You may not be exempt from monthly fees and assessments by nonuse of the common elements or by abandonment of the condominium unit.

If you have a complaint with the association or other co-owners, review the condominium bylaws to determine what recourse you have. Generally, only professional arbitrators or the courts have jurisdiction over complaints between these parties.

DOCUMENTS THE ASSOCIATION MUST PROVIDE

The association must provide a financial statement annually to each co-owner. The books, records, and contracts concerning the administration and operation of the condominium project must be available for examination by any of the co-owners at convenient times. An association with annual revenues more than $20,000 shall have its books, records, and financial statements independently audited or reviewed by a certified public account on an annual basis. However, such an association may opt out of the requirement for an independent audit or review by a certified public account by an affirmative vote. The association must keep current copies of the master deed, all amendments to the master deed, and other condominium documents available at reasonable hours to co-owners, prospective purchasers and prospective mortgagees.

SITE CONDOMINIUMS

The term "site condominium" is not legally defined in the Condominium Act. It is used to describe a condominium development with single-family detached housing instead of two or more housing units in one structure.

Site condominium developments must comply with the Act. The Act requires developers to notify the appropriate local government of their intent to develop a condominium project. The type of review the development is subject to depends on the local government's ordinances. Site condominium documents are not reviewed by the State for conformance with the Condominium Act.

Another type of single-family-residential housing development in Michigan is a subdivision which is regulated according to the Land Division Act. Although a site condominium development may look like a subdivision developed in accordance with the Land Division Act, they are not the same. Subdivisions developed pursuant to the Land Division Act are subject to state review for conformance with

the Land Division Act. Subdivisions developed pursuant to the Land Division Act must be approved for compliance with the Land Division Act before the developer may sell any real estate.

LIMITED OR GENERAL COMMON ELEMENTS

Common elements mean the portions of the condominium project other than the condominium unit. Limited common elements are areas with usage restrictions. A carport space assigned to a unit is a limited common element. The yard of a single family detached unit, for use by the owner of that unit, may be a limited common element. General common elements such as roads, open space areas and recreation facilities are available for use by everyone in the development. The master deed specifies which areas of your condominium development are designated as limited or general common elements. Use of the common elements is governed by the bylaws for the condominium development.

ADVISORY COMMITTEE

The advisory committee is established when one of the following occurs, whichever happens first: 120 days after 1/3 of the units are sold or one year after a unit is sold to a non-developer co-owner.

The purpose of the advisory committee is to meet with the development's board of directors to facilitate communication and aid in the transition of control from the developer to the association of co-owners. The advisory committee ceases when a majority of the association of co-owners is elected by the (non-developer) co-owners.

ELECTION OF ASSOCIATION OF CO-OWNERS BOARD OF DIRECTORS

No later than 120 days after 25% of (non-developer) co-owners have title to the units; that may be created, at least one director, and not less than 25% of the board of directors shall be elected by the co-owners.

No later than 120 days after 50% of (non-developer) co-owners have title to the units that may be created, at least one third of the board of directors shall be elected by the co-owners.

No later than 120 days after 75% of (non-developer) co-owners have title to units, and before 90% are sold, the co-owners shall elect all but one director on the board. The developer shall have the right to designate one director only if the developer owns and offers for sale at least 10% of the units, or as long as 10% of the units remain to be created.

If titles to 75% to 100% of the units that may be created have not been sold 54 months after the first conveyance, the (non-developer) co-owners shall elect the number of board members equal to the percentage of units they hold. If the

developer has paid all assessments, the developer has the right to elect the number of board members equal to the percentage of units that are owned by the developer.

CONDOMINIUM DOCUMENTS

The condominium documents include the master deed, condominium subdivision plan, bylaws for the condominium project, and any other documents referred to in the master deed or bylaws. In addition, the developer is required to provide a disclosure statement.

Once the association is established, it may adopt another set of bylaws pertaining to the association's operation. The association or management company must keep books and records with a detailed account of the expenditures and receipts affecting the project and its administration, and which specify the operating expenses.

AMENDMENTS TO CONDOMINIUM DOCUMENTS

If the condominium documents contain a statement that the developer or association of co-owners has reserved the right to amend the documents for that purpose, then the documents may be amended without the consent of the co-owners, as long as the change does not materially alter or change the rights of a co-owner.

The master deed, bylaws and condominium subdivision plan may be amended, even if the amendment will materially alter or change the rights of a co-owner with the consent of at least 2/3 of the votes of the co-owners and mortgagees.

The method or formula used to determine the percentage of value of each unit for other than voting purposes cannot be modified without the consent of each affected co-owner.

A co-owner's condominium unit dimensions or limited common elements may not be modified without the co-owner's consent.

The association of co-owners may amend the condominium documents as to the rental of units or terms of occupancy. The amendment does not affect the rights of any lessors or lessees under a written lease executed before the effective date of the amendment, or condominium units that are owned or leased by the developer.

REMEDIES AVAILABLE PURSUANT TO THE CONDOMINIUM ACT

A developer who offers or sells a condominium unit in violation of the Act is liable to the purchaser for damages.

A person or association of co-owners adversely affected by a violation of, or failure to comply with, the Act, the administrative rules issued under the authority of the

Act, or any provision of an agreement or a master deed may take action in a court with jurisdiction. The court may award costs to the prevailing party.

A co-owner may take action against the association of co-owners to compel the association to enforce the condominium documents. To the extent that the condominium documents expressly provide, the court shall determine costs of the proceeding and the successful party shall recover those costs.

A co-owner may take action against another co-owner for injunctive relief or for damages for noncompliance with the terms of the condominium documents or the Act.

For condominium projects established on or after May 9, 2002, the bylaws must contain a provision that disputes relating to the interpretation of the condominium documents or arising out of disputes among co-owners may be resolved through arbitration. Both parties must consent to arbitration and give written notice to the association. The decision of the arbitrator is final and the parties are prohibited from petitioning the courts regarding that dispute.

A co-owner, or association of co-owners, may execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action. A purchaser or co-owner has the exclusive option to execute a contract to settle by arbitration for any claim against the developer that might be the subject of a civil action and involves less than $2,500. All costs will be allocated in the manner provided by the arbitration association. A contract to settle by arbitration must specify that the arbitration association will conduct the arbitration. The method of appointment of the arbitrator will be pursuant to rules of the arbitration association. Arbitration will be in accordance with Public Act No. 236 of 1961, (MCL 600.5001 to 5065), which may be supplemented by rules of the arbitration association. An arbitration award is binding on the parties to the arbitration.

The Condominium Act provides the right to notify the governmental agency that is responsible for the administration and enforcement of construction regulations of an alleged violation of the state construction code, other applicable building code, or construction regulation.

A person who willfully and knowingly aids in misrepresentation of the facts concerning a condominium project, as described in the recorded master deed, is guilty of a misdemeanor and shall be punished by a fine, imprisonment, or both. Actions under MCC 559.258 shall be brought by the prosecuting attorney of the county in which the property is located, or by the department of attorney general.

A person can not take action arising out of the development or construction of the common elements, or the management, operation, or control of a condominium project, more than three years from the transitional control date or two years from the date of the cause of the action, whichever occurs later. The transitional control

date is the date the board of directors takes office by an election where the co-owners' votes exceed the developer's votes for the board members.

A condominium developer may be required to be a licensed residential builder under the Occupational Code (PA 299 of 1980, Article 24, as amended). A complaint for a violation of the **Michigan Occupational Code** or administrative rules, must be made within 18 months after completion, occupancy, or purchase of a residential structure. Conduct subject to penalty is described in the Occupational Code (MCL 339.2411). Complaints concerning construction may be filed with:

Michigan Department of Licensing and Regulatory Affairs
Bureau of Corporations, Securities and Commercial Licensing
Enforcement Division
P. O. Box 30018
Lansing, MI 48909
Phone: (517) 241-9202
www.michigan.gov/lara

The **Michigan Consumer Protection Act** prohibits certain methods, acts, practices, and provides for certain investigations and prescribes penalties. Complaints regarding an alleged violation of the Consumer Protection Act may be filed with:

Michigan Department of Attorney General
Consumer Protection Division
P. O. Box 30213-7713
Lansing, MI 48909
Phone: (517) 373-1140
www.michigan.gov/ag

LEGAL REFERENCES

Condominium Act, P.A. 59 of 1978, as amended, MCL 559.101 et seq.
Condominium Rules, R559.101 et seq, 1985 Michigan Admin Code.
Occupational Code, P.A. 299 of 1980, as amended, MCL 339.101 et seq.
Consumer Protection Act, P.A. 331 of 1976, as amended, MCL 445.901 et seq.
Stille-DeRossett-Hale Single State Construction Code Act, P.A. 230 of 1972, as amended, MCL 125.1501 et seq.

Recorded February 4, 2016,
in Liber 52741, Page 1481,
Wayne County Records.

THE RAVINES OF PLYMOUTH

AMENDED AND RESTATED MASTER DEED

THIS AMENDED AND RESTATED MASTER DEED is made and executed on February 1, 2016, by **LIVONIA BUILDERS GRANDOVER PARK, LLC**, a Michigan limited liability company ("Developer"), whose address is 4952 DeWitt, Canton, Michigan 48188, pursuant to the provisions of the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended (the "Act").

Developer established The Ravines of Plymouth as a Condominium by Master Deed recorded October 8, 2015, in Liber 52507, Page 578, Wayne County Records (the "Original Master Deed"), Wayne County Condominium Subdivision Plan No. 1039. This Amended and Restated Master Deed (herein the "Master Deed"), shall replace and supersede the originally recorded Master Deed (and Exhibits A and B thereto) for The Ravines of Plymouth, and the Original Master Deed shall have no further force or effect.

Developer owns all of the Units in the Condominium and has the reserved right and power to amend and restated the Master Deed of Ravines of Plymouth as provided in this Master Deed. By this Master Deed Developer intends that the legal description of the Condominium, recorded as page 2 of the Original Master Deed, be replaced and superseded by the legal description in Article II below. By recording this Master Deed, the Developer withdraws from the Condominium the land legally described as the Area of Future Development in Article X below and the 54 Units located on that withdrawn land.

The Original Master Deed included a total of 68 Units. On recording of this Master Deed, The Ravines of Plymouth shall consist of 14 Units, and may be expanded in the future to include up to 54 additional Units as described in Article X below.

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

Accordingly, on recording this Master Deed, Developer establishes The Ravines of Plymouth as a Condominium under the Act and declares that The Ravines of Plymouth, as legally described in Article II below, shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives and assigns.

ARTICLE I
TITLE AND NATURE

The Condominium shall be known as The Ravines of Plymouth, Wayne County Condominium Subdivision Plan No. 1039. The engineering and architectural plans for the Condominium, if any, are on file with the Township of Plymouth. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each individual Unit has been created for residential purposes and each Unit is capable of individual use and has access to Plymouth Road over the ingress and egress easement established by the Declaration. Each Co-Owner in the Condominium shall have an exclusive right to such Co-Owner's Unit except to the extent of any Common Elements located thereon, and shall have an undivided and inseparable rights to share with the other Co-Owners the Common Elements of the Condominium as are designated by the Master Deed. Nothing in this Master Deed shall be construed to impose upon Developer any contractual or other legal obligation to build, install or deliver any structure or improvement which is labeled on the Condominium Subdivision Plan attached as Exhibit B as “need not be built.”

ARTICLE II
LEGAL DESCRIPTION

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

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 334.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 226.30 FEET; THENCE ALONG THE

EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 206.86 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 44 SECONDS EAST, 47.96 FEET; THENCE 57.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING SOUTH 45 DEGREES 20 MINUTES 26 SECONDS EAST, 55.35 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 36 SECONDS EAST, 174.13 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 45 SECONDS WEST, 200.83 FEET TO THE POINT OF BEGINNING. CONTAINING 50,111 SQ. FT. OR 1.15 ACRES.
PART OF SIDWELL NO. 78-029-99-0004-000.

Together with and subject to the following:

1 . Liens for taxes and assessments not yet due and payable.

2. Laws, ordinances and regulations of applicable governmental authorities.

3. Rights of the public in any land taken, used or granted for streets, roads or highways.

4. Terms and Conditions of the Planned Unit Development Contract for The Ravines of Plymouth Townhouse Community with the Charter Township of Plymouth recorded in Liber 51726, Page 1181, Wayne County Records, which is further described in Section 4.5 below.

5. Terms and Conditions the Declaration of Easements and Agreement for Maintenance recorded in Liber 52713, Page 171, Wayne County Records, which is referred to in this Master Deed as the “Declaration”.

ARTICLE III
DEFINITIONS

Certain terms are used not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of The Ravines of Plymouth Condominium Association, a Michigan nonprofit corporation; and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Villas at Parkview, as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 3.1. Act. “Act” means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 3.2. Additional Land. “Additional Land” means the real property described in Article X below in one or more amendments of this Master Deed.

Section 3.3. Association. “Association” means The Ravines of Plymouth Condominium Association, which is the nonprofit corporation organized under Michigan law, of which all Co- Owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3.4. Bylaws. “Bylaws” means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-Owners and required by Section 3(9) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 3.5. Common Elements. “Common Elements,” where used without modification, means both the General and Limited Common Elements described in Article 4 below.

Section 3.6. Condominium or Condominium Project or Project. “Condominium”, “Condominium Project” or “Project” means The Ravines of Plymouth as a Condominium established in conformity with the provisions of the Act.

Section 3.7. Condominium Documents. “Condominium Documents” means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, and the rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 3.8. Condominium Premises. “Condominium Premises” means and includes the land described in Article II above and all easements, rights and appurtenances belonging thereto.

Section 3.9. Condominium Subdivision Plan. “Condominium Subdivision Plan” or “Plan” means Exhibit B hereto.

Section 3.10. Consolidating Master Deed. “Consolidating Master Deed" means the final amended Master Deed, if any, which shall describe The Ravines of Plymouth as a completed Condominium and shall reflect the land area, if any, converted pursuant to Article IX below or expanded pursuant to Article X below from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted, if necessary. Such Consolidating Master Deed, if and when recorded in the office of the Wayne County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto, but until such time, the terms of this Master Deed, as it may be amended, shall control. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 3.11. Construction and Sales Period. "Construction and Sales Period," means, for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit which it offers for sale, and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units.

Section 3.12. Co-Owner or Owner. "Co-Owner" or "Owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. The term "Owner", wherever used, shall be synonymous with the term "Co-Owner." The term "Co-Owner" includes land contract vendees and land contract vendors. "Owner" or "Co-Owner" shall not include a mortgagee of a Unit unless and until such mortgagee acquires fee simple title to the Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure and shall not include any interest in a Unit held as security for the performance of any obligation. In the event more than one person or entity owns an interest in fee simple title to any Unit, the interests of all such persons collectively shall be that of one Co-Owner. Developer is a Co-Owner as long as Developer owns at least one Unit.

Section 3.13. Declaration. "Declaration" means the Declaration of Easements and Agreement for Maintenance recorded with the Wayne County Register of Deeds which provides for non-exclusive easements between the Condominium Property and the Additional Land for ingress, egress, storm water drainage and utilities together with the requirement that the residential units built within the Condominium Property and the Additional Land shall each bear an equal share of the costs of operation, maintenance, insurance, repair and replacement of such improvements.

Section 3.14. Developer. "Developer" means Livonia Builders Grandover Park, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever such terms are used in the Condominium Documents.

Section 3.15. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-Owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty percent (50%) of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (120) days after seventy-five percent (75%) of all Units that may be created are sold, whichever first occurs.

Section 3.16. Roads. "Roads" mean the roads and/or drives located in the Condominium as shown on the Condominium Subdivision Plan attached as Exhibit B. The Ravines of Plymouth Roads are private and will be maintained, repaired and replaced by the Association and not the Wayne County Department of Public Services or any other governmental agency.

Section 3.17. Storm Drainage Facilities. "Storm Drainage Facilities" means the storm drainage facilities serving the Condominium and providing for storm water drainage for the Condominium including, without limitation, the areas of surface drainage, storm water pipes, Vortechnics forebay that works in conjunction with the detention basin shown on Exhibit B.

Section 3.18. Township. "Township" means the Charter Township of Plymouth.

Section 3.19. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-Owners unaffiliated with the Developer exceed the votes which may be cast by Developer.

Section 3.20. Unit or Condominium Unit. "Unit" or "Condominium Unit" each means a single Unit in the Condominium as such space may be described in Article V, Section 5.1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

ARTICLE IV
COMMON ELEMENTS; USE OF COMMON ELEMENTS AND UNITS

The Common Elements of the Condominium as described herein and as described in Exhibit B attached hereto, as may be modified from time to time pursuant to this Master Deed and the Bylaws attached as Exhibit A, and the respective responsibilities for maintenance, decoration, repair or replacement are as follows:

Section 4.1. General Common Elements. The General Common Elements are:

4.1.1 Land, Roads, Drives, Sidewalks, Parking Spaces, Landscaping and Easements. The land described in Article II hereof, including the roads, drives, sidewalks, parking spaces, landscaping, entranceway sign or monument, perimeter improvements, surface improvements and beneficial easements including the Declaration, but excluding, however, the Limited Common Elements set forth in Section 4.2. The Roads are private Roads to be maintained, repaired and replaced by the Association as set forth in Section 6.5 below.

4.1.2 Utilities. Some or all of the utility lines, systems (including mains and service leads), equipment and appurtenances, including but not limited to electric, telephone and telecommunications, gas and water facilities and equipment may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

4.1.3 Storm Drainage Facilities. Subject to Section 4.1.2 above, the Storm Drainage Facilities throughout the Condominium and related improvements including those areas of surface drainage, Storm water pipes and detention basins.

4.1.4 Electrical System and Electric Meters. Subject to Section 4.1.2 above, the electrical transmission system throughout the Condominium, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit, together with meters measuring electric usage thereby (unless owned by the utility company).

4.1.5 Telephone. Subject to Section 4.1.2 above, the telephone system throughout the Condominium, up to, but not including, to the points of entry to each Unit.

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

4.1.7 Natural Gas Distribution System and Natural Gas Meters. Subject to Section 4.1.2 above, the natural gas distribution system throughout the Condominium, including that portion contained within Unit walls, up to the point of connection with gas fixtures within any Unit, together with all meters measuring natural gas usage thereby (unless owned by the utility company).

4.1.8 Water Distribution System and Water Meters. Subject to Section 4.1.2 above, the water distribution system throughout the Condominium, including that contained within Unit walls, up to the point of connection with the fixtures or their apparatuses (i.e. hoses, etc.), for and contained in an individual Unit, and all water meters (unless owned by the utility company).

4.1.9 Sanitary Sewer System. Subject to Section 4.1.2 above, the sanitary sewer system throughout the Condominium, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

4.1.10 Common Lighting. The common lighting located throughout the Condominium, if any.

4.1.11 Irrigation System. The common irrigation system designated for irrigating the Common Element lawns and landscaping, if any.

4.1.12 Foundations and Structural Components. Foundations, supporting columns, duct work and conduits for heating and air conditioning, Unit perimeter walls (excluding windows and doors and frames therein), roofs, ceilings, floor construction between Unit levels and chimneys.

4.1.13 Fire Suppression System. The fire suppression system located in the Units, including, without limitation, pipes, fixtures and valves, throughout the Condominium.

4.1.14 Fire Suppression and Water Meter Rooms. The fire suppression and water meter room in the basement of each building in the Condominium, as shown on the plan.

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

Section 4.2 Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Co-Owners of the Unit or Units to which the Limited Common Elements are appurtenant, subject to access and easements of the Association and Developer including for purposes of maintenance and repair as described in Article VI below. The Limited Common Elements are:

4.2.1 Porches and Balconies. Each individual porch, the concrete steps and walkways extending out from the Limited Common Element porch, and any balcony serving the Unit shall be a Limited Common Element appurtenant to the Unit served thereby.

4.2.2 Air Conditioner, Air Conditioner Compressor/Condenser; Water Heater and Furnaces. The air conditioner, air conditioner compressor/condenser and the corresponding line set serving each Unit and the ground surface immediately below the same is a Limited Common Element appurtenant to the Unit which is served thereby. Each individual water heater and furnace serving the Unit is a Limited Common Element appurtenant to the Unit served thereby.

4.2.3 Garages, Garage Doors, Electric Door Openers and Garage Floors. Each garage is a Limited Common Elements appurtenant to the Unit to which it is assigned on the Plan. Each garage door, drywall for walls or ceilings, electric garage door opener (if any) and garage floor attached to a garage is limited in use to the Co-Owner of the Unit to which the garage is assigned on the Condominium Subdivision Plan.

4.2.4 Unit Windows, Window Frames, Window Screens, Entry Doors, Storm Doors and Storm Door Screens. Unit windows, window frames, window screens, entry doors, storm doors and storm door screens shall be limited in use to the Co-Owners of the Units which they service.

4.2.5 Porch and Garage Lights. The exterior light above each porch and the lights attached to each garage, if any, shall be a Limited Common Element appurtenant to the Unit served thereby.

4.2.6 Sump Pumps and Crocks. Each sump pump and crock, if any, shall be a limited common element of the Unit which such sump pump and crock services.

4.2.7 Interior surfaces. Interior surfaces of all ceilings, floors, chimneys, Unit perimeter walls, garages, garage doors, garage floors, windows and doors contained within a Unit (including windows and doors in Unit perimeter walls) are Limited Common Elements limited to the sole use of the Co-Owner of such Unit.

Section 4.3 Responsibilities. Responsibilities for the maintenance, reconstruction, repair and replacement of the Common Elements are as follows:

4.3.1 Porches and Balconies. The Limited Common Element porches and balconies described in Section 4.2.1 above shall be insured, maintained, repaired and replaced by the Association, including snow and ice removal from the porches by the Association. The costs incurred by the Association for insurance, maintenance, repair or replacement of a Co-Owner's porch and any balcony and snow and ice removal from such porch (but not balconies), shall be assessed to and paid by the Co-Owner of the Unit served thereby.

4.3.2 Air Conditioner, Air Conditioner Compressor/Condenser; Water Heater and Furnaces. Each Co-Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the individual air conditioner, compressor/condenser and corresponding set line, and the pad serving the Co-Owner's Unit described in Section 4.2.2 above. Each Co-Owner shall be responsible for the cost of insurance, maintenance, repair and replacement of the water heater and furnace serving the Co-Owner's Unit.

4.3.3 Garages, Garage Doors, Garage Floors, Electric Door Openers (if any), Drywall. The maintenance, repair and replacement of each Limited Common Element garage, garage door and garage floor, as referenced in Article IV, Section 4.2.3 above, shall be borne by the Co-Owner of the Unit to which the garage and adjacent driveway are appurtenant. The maintenance, repair and replacement of each Limited Common Element electric garage door opener and any drywall for walls or ceilings in the garages, as referenced in Article IV, Section 4.2.3 above, shall be borne by the Co-Owner of the Unit to which it services and/or is contained.

4.3.4 Unit Windows, Window Frames, Window Screens, Entry Doors, Entry Door Frames, Storm Doors and Storm Door Screens. The costs of insurance, maintenance, repair and replacement of the Unit windows, window frames, window screens, entry doors, entry door frames, storm doors and storm door screens referred to in Section 4.2.4 above shall be borne by the Co-Owner of the Unit to which they service. No changes in design, material or color of doors, windows glass or screens may be made without the prior written approval of the Association (and the Developer during the Construction and Sales Period). The type, style and color of each window, window frame, window screen, entry door, entry door frame, storm door and screen described herein shall be subject to the prior express written approval of the Board of Directors of the Association, pursuant to the provisions of the Condominium Bylaws (Exhibit “A” hereto) and any rule promulgated by the Board with respect to the type, style and/or color of replacement windows or entry doors.

4.3.5 Porch and Garage Lights. Each Co-Owner shall be responsible for maintenance, repair and replacement and cost of electricity pertaining to the porch and garage lights, if any, attached to the exterior of the Co-Owner's Unit described in Section 4.2.5 above. No Co-Owner shall modify or change any porch or garage light nor cause the electricity flow to such light to be interrupted at any time. Each Co-Owner shall replace burned out lightbulbs on the porch light with lightbulbs of the same kind and character.

4.3.6 Sump Pumps and Crocks. The costs of maintenance, repair and replacement of each sump pump and crock, if any, described in Section 4.2.6 above shall be borne by the Co-Owner of the Unit to which such Limited Common Elements are appurtenant.

4.3.7 Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement except in cases of Co-Owner fault) of all surfaces described in Section 4.2.7 above shall be borne by the Co-Owner of each Unit to which such Limited Common Elements are appurtenant.

4.3.8 Additional Responsibilities of Co-Owners. Except as otherwise provided in this Article IV, each Co-Owner shall be responsible for the cost of insurance, decoration, maintenance, repair and replacement of the following property, fixtures, equipment, finishes, improvements, or decorations located within or serving the Co-Owner's Unit or appurtenant Limited Common Elements including without limitation the following:

4.3.8.1 Utility Costs. Each Co-Owner shall be responsible for the cost of utilities serving the Co-Owner's Unit and appurtenant Limited Common Elements which shall be billed separately to each Co-Owner by the applicable utility company.

4.3.8.2 Appliances and Equipment. All appliances, equipment and supporting hardware, including, but not limited to the humidifier, air cleaner, any personal alarm system, garbage disposal, dishwasher, range, oven, refrigerator, vent fans and related ductwork, dryer venting, vent covers and filters, and doorbell systems within or serving the Co-Owner's Unit or appurtenant Limited Common Elements.

4.3.8.3 Cabinets, Counters. All cabinets, counters, interior doors, closet doors, sinks, floor tile, wall tile, and related hardware within the Co-Owner's Unit or appurtenant Limited Common Elements.

4.3.8.4 Damaged Improvements and Decorations. All improvements, finishes or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor coverings and trim within or serving the Co-Owner's Unit and appurtenant Limited Common Elements that may be damaged, regardless of cause, including damage resulting from the failure or malfunction of a Common Element or damage resulting from Association maintenance, repair or replacement of a Common Element.

4.3.8.5 Drywall. The costs of repair and replacement of any drywall damaged from the inside of the Unit shall be borne by the Co-Owner of the Unit.

4.3.8.6 Gas and Electric Wiring. The gas and electric wiring, piping and fixtures within or serving the Co-Owner's Unit or appurtenant Limited Common Elements, including outlets, switches, electrical panel, breakers and boxes, and shut-off valves.

4.3.8.7 Water Supply Lines. All water supply lines within or serving the Co-Owner's Unit or appurtenant Limited Common Elements, including the water shut-off valve.

4.3.8.8 Drain Lines. Drain lines located within or serving a Co-Owner's Unit or appurtenant Limited Common Elements.

4.3.8.9 Co-Owner Additions, Modifications. Co-Owner additions, modifications or other improvements to the Co-Owner's Unit including improvements, additions and modifications approved by the Association, shall not be considered Limited Common Elements or General Common Elements, and the cost of insurance, decoration, maintenance, repair and replacement of such improvements, additions and modifications shall be the sole responsibility of the Co-Owner. Should the Association require access to any General Common Element or Limited Common Element that requires moving, damage or destruction of any Co-Owner improvement, addition or modification, all costs and expenses related to such access, including costs of restoring the improvement, addition or modification, shall be borne by the Co-Owner.

4.3.8.10 Repair to Association Specifications. All maintenance, repair and replacement obligations of the Co-Owners as described above or elsewhere in this Master Deed and the Bylaws shall be pursuant to the prior written approval of the Association and shall be to the Association's specifications with respect to color, style, material and appearance.

4.3.8.11 Unit Owner Fault. Any and all costs for maintenance, repair and replacement of any General Common Element or Limited Common Element caused by the intentional or negligent act or omission of any Co-Owner, or any family member, guest, tenant, occupant or invitee of a Co-Owner, shall be borne by such Co-Owner. The Association shall have the right to pay the cost of such maintenance, repair or replacement and shall assess the responsible Co-Owner in the manner provided in Article II of the Bylaws.

4.3.9 Other Common Elements. The Association shall be responsible for insurance, maintenance, repair and replacement of the General Common Elements and the Limited Common Elements excepting and excluding those Limited Common Elements for which the Co-Owner is responsible as provided above in this Section 4.3 and subject to any provisions of the Condominium Bylaws expressly to the contrary. The cost incurred by the Association for any of the Limited Common Elements shall be assessed to and paid by the Co-Owners of the Unit or Units served. The cost of insurance, maintenance, repair and replacement of all General Common Elements and the Limited Common Elements for which the Association is responsible pursuant to this Section 4.3, shall be borne by the Association, subject to any provisions of the Master Deed or Bylaws expressly to the contrary, and assessed to the Co-Owners as set forth in the Bylaws.

The respective decoration, maintenance and replacement responsibilities set forth in this Section 4.3 shall be in addition to all such responsibilities set forth elsewhere in the Condominium Documents.

Section 4.4 Use of Common Elements and Units; Alterations and Modification. No Co-Owner shall use the Co-Owner's Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-Owner in the use and enjoyment of the Co-Owner's Unit or the Common Elements. No alterations, modifications or upgrades may be made to any Unit or the Common Elements by any Co-Owner other than Developer without the prior written approval of the Association and Developer (during the Construction and Sale Period).

Section 4.5 Planned Unit Development Contract. The Condominium is subject to the terms and conditions of the Planned Unit Development Contract with the Township ("PUD Agreement") which governs development, construction and residential use of the Condominium.

Section 4.6 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the PUD Agreement, the ordinances of the Township and the requirements of other applicable governmental authorities.

Section 4.7 Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have access to the Common Elements and Condominium Units as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the Condominium to reconstruct, repair or maintain such service shall be borne by the individual Co-Owners and/or by the Association, as the case may be, as set forth in the provisions of this Article IV.

ARTICLE V
UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. The Condominium contains 14 Units, which are numbered 1 through 14. Each Unit in the Condominium is described in this paragraph with reference to the Condominium Subdivision Plan of The Ravines of Plymouth surveyed by Nowak & Fraus Engineers and attached as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and the finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. Although within the boundaries of a Unit for purposes of computation of square footage in the Condominium Subdivision Plan, the Co-Owner of a Unit shall not own or tamper with any structural components contributing to the support of the building in which such Unit is located, including but not limited to support columns, or any pipes, wires, conduits, ducts, flues, shafts or public utility lines situated within such Unit which service the Common Elements or another Unit or Units. Easements for the existence, maintenance and repair of all such structural components shall exist for the benefit of the Association.

Section 5.2 Percentage of Value. The percentage of value assigned to each Unit shall be equal (1/14). The determination that the percentages of value of each Unit is equal was made after reviewing the comparative characteristics of each Unit in the Condominium which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of percentage of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Unit's respective share of the Common Elements of the Condominium, and the proportionate share of each Unit in the proceeds and the expenses of administration, and the vote attributed to each Unit at meetings of the Association. The total value of all of the Units of the Condominium is one hundred percent (100%).

Section 5.3. Modification of Units and Common Elements by Developer. The size, location, nature, design or elevation of Units and/or General or Limited Common Elements may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Limited Common Element. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 5.4. Relocation of Boundaries of Adjoining Units by Co-Owners. Boundaries between adjoining Condominium Units may be relocated at the request of the Co-Owners of such adjoining Condominium Units and upon approval of the affected mortgagees of these Units. Upon written application of the Co-Owners of the adjoining Condominium Units, and upon the approval of said affected mortgagees, the Board of Directors of the Association shall forthwith prepare and execute an amendment to the Master Deed duly relocating the boundaries pursuant to the Condominium Documents and the Act. Such an amendment to the Master Deed shall identify the Condominium Units involved and shall state that the boundaries between those Condominium Units are being relocated by agreement of the Co-Owners thereof and such amendment shall contain the conveyance between those Co-Owners. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment of this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint the Association, through its Board of Directors, as agent and attorney for the purpose of execution of such amendment to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of re-recording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. The amendment shall be delivered to the Co-Owners of the

Condominium Units involved upon payment by them of all reasonable costs for the preparation and recording thereof.

ARTICLE VI
EASEMENTS, RESERVATIONS AND AGREEMENTS

Section 6.1 Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 6.2 Easement in Favor of the Association. There shall be easements to and in favor of the Association and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Condominium for access to the Units, Storm Drainage Facilities, water and sewage disposal systems and other utilities, and the exterior and interior of each of the buildings in the Condominium to permit the maintenance, repair, replacement, and/or decoration thereof in accordance with this Master Deed. There also shall exist easements to and in favor of the Association, and its officers, directors, agents, and designees, in, on and over all Units and Common Elements of the Condominium for access to and maintenance of those Common Elements for which the Association may from time to time be responsible.

Section 6.3 Grant of Easements by Association. The Association, acting through their respective lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date), shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium, or which the Board of Directors determines to be advisable, subject, however, to the approval of Developer so long as the Construction and Sales Period has not expired.

Section 6.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public or private utility companies shall have such easements as may be necessary over the Condominium including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. These easements include, but are not limited to, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or any appurtenant Limited Common Elements. The Association shall not be liable to the owner of any Unit

or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association to take any such action shall not be deemed a waiver of the Association's right to take any such action at a future time. All costs incurred by the Association in performing any responsibilities which are required, in the first instance to be borne by any Co-Owner, shall be assessed against such Co-Owner and shall be due and payable with his installment of the annual assessment next falling due; further, the lien for nonpayment shall attach as in all cases of annual assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of annual assessments including, without limitation, legal action and foreclosure of the lien securing payment as provided for in Article II of the Bylaws (Exhibit "A" hereto) and the Act.

Section 6.5 Roadway Maintenance Plan. The Roads in the Condominium are private Roads to be maintained, repaired, replaced and insured by the Association with the costs of the foregoing to be assessed to the Unit Owners as described in Article II of the Bylaws. The Roads will not be maintained by the Wayne County Department of Public Services or any other governmental agency. The Association shall establish a plan for regular maintenance, repair and replacement of the Condominium Roads in a safe and useable condition and shall assess all Unit Owners for the cost thereof in accordance with the Bylaws.

There shall exist for the benefit of the Township or any emergency service agency, an easement over all the Roads in the Condominium, for use by the Township and emergency vehicles for purposes of ingress and egress to provide fire and police protection, ambulance and rescue services and for other lawful governmental or private emergency services to the Condominium and Co-Owners.

Section 6.6 Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales Period shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services ("Telecommunications") to the Condominium or any Unit therein and security services to the extent the Board deems it necessary. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the

Condominium within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6.7 Storm Drainage Facilities. The Storm Drainage Facilities are established to assure the perpetual functioning of the Storm Drainage Facilities across the Condominium and include areas of surface drainage, storm water pipes, the Vortechnics forebay and detention basin. To maintain the intended function of the Storm Drainage Facilities no modification, use or occupancy of such areas is allowed without the prior written approval of the Developer and the Association. The Association is responsible for maintenance of the Storm Drainage Facilities of the Condominium in accordance with the requirements of applicable governmental authorities, and the cost of such maintenance shall be assessed by the Association to the Co-Owners of the Units as described in the Bylaws. In the event the Association fails to provide adequate maintenance, repair, or replacement of the Storm Drainage Facilities, the Township may serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies be cured within a reasonable time period. If such deficiencies are not cured, the Township may undertake such maintenance, repair or replacement and the costs associated plus a 25% administration fee may be assessed against the Co-Owners and collected as a special assessment on the next annual Township tax roll.

Section 6.8 Utility Agreements. Easements for private and public utilities including water mains, Storm Drainage Facilities, sanitary sewers, natural gas, electricity and telecommunication service are reserved and established across the Units and Common Elements as set forth on Exhibit B. Developer has or may enter into separate easement agreements and dedication with the Township, other governmental authorities or utility companies for sewer, water and utility purposes, the terms of which are incorporated herein by reference. The Developer further reserves the right at any time to grant easements for utilities to facilitate development of the Condominium, over, under and across the Condominium Premises, to appropriate governmental agencies or to utility companies and to transfer title to utilities to governmental agencies or to utility companies. Any such easement or transfer of title may be made by the Developer without the consent of any Co-Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records or the recording of a separate easement agreement. All of the Co- Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed or recording of a separate easement as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 6.9 Further Rights Reserved for Developer. The Declaration provides, and the Developer also reserves in this Master Deed for the right of itself, the Association, their respective successors and assigns and all owners of the land described in Article II and the Additional Land described in Article X, or portion or portions thereof, perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to water, gas, telephone, electrical,

cable television, storm and sanitary sewer mains and appurtenances. The Declaration also provides and Developer further reserves in this Master Deed for the right of itself, the Association, their respective successors and assigns and all owners of the land described in Article II and the Additional Land described in Article X, or portion or portions thereof, perpetual easements over the land described in Article II above and the Additional Land described in Article X below for the purpose of reasonable access from Plymouth Road to the Units and the residences in furtherance of the development of the Condominium and the development of the Additional Land. The easements established by the Declaration are for the benefit of the Co-Owners and the owners and occupants of residential units on the Additional Land and shall run with the land in perpetuity or, if earlier, until all of the Additional Land is incorporated into the Condominium. All costs incurred by or charged to the Association under the Declaration shall be expenses of administration that are assessed to the Co-Owners pursuant to Article II of the Bylaws.

ARTICLE VII
AMENDMENT

This Master Deed and the Condominium Subdivision Plan (Exhibit B to the Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66 2/3%) of the Co- Owners, except as set forth below:

Section 7.1 Modification of Units or Common Elements. No dimensions of any Unit or its appurtenant Limited Common Elements may be modified without the consent of the Co- Owner in any material manner without the written consent of the Co-Owner, except as otherwise expressly provided in this Master Deed including determining the exact location and dimensions of the Limited Common -Elements as set forth in Article IV above.

Section 7.2 Mortgagees Consent. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 7.3 By Developer. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-Owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-Owner and of a mortgagee, in which event Co-Owner and mortgagee consent shall be required as above provided in the introductory paragraph of this Article VII, and in Section 7.2 of this Article, except as otherwise provided in this Article.

Section 7.4 Changes in Percentage of Value; Unit Dimensions. The method or formula used to determine the percentage of value of Units in the Condominium for other than voting purposes may not be modified without the consent of the affected Co-Owner

or Mortgagee. A Co- Owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the consent of each affected Co-Owner except as described in Section 7.1 above.

Section 7.5 Termination, Vacation, Revocation or Abandonment. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of all Co-Owners and to the extent provided in Section 90a(9) of the Act, first mortgagees.

Section 7.6 Developer Approval. During the Construction and Sales Period the Master Deed and Bylaws shall riot be amended without the prior written consent of Developer.

Section 7.7 Further Amendment Rights Reserved to Developer. Notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 7.4 above, Section 90(3) of the Act, and Section 90a(9) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

7.7.1 To modify the types and sizes of Units and the General Common Elements and Limited Common Elements adjoining or appurtenant to Units prior to conveyance of such Unit to a Co-Owner so long as such modification complies with the requirements of applicable governmental authorities, and does not interfere with adjacent Units or their appurtenant Limited Common Elements which have been sold to a Co-Owner.

7.7.2 To amend the Bylaws subject to any restriction on amendments stated in the Bylaws.

7.7.3 To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any .similar errors in the Master Deed. Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements.

7.7.4 To clarify or explain the provisions of the Master Deed or Exhibits.

7.7.5 To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium.

7.7.6 To make, define or limit! easements affecting the Condominium.

7.7.7 To record an “AS BUILT” Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as “MUST BE BUILT”, subject to any limitations or obligations imposed by the Act.

7.7.8 To designate certain-areas as “Must Be Built” and to withdraw certain areas of the Condominium pursuant to Article VIII below.

7.7.9 To modify, consolidate-or subdivide Units as set forth in Article V above.

7.7.10 To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed.

The amendments described in this Section 7.7 may be made without the consent of Co- Owners or mortgagees except as stated above. The rights reserved to Developer under this section may not be amended except with the consent of the Developer.

Section 7.8 First Mortgagee Rights. Notwithstanding anything to the contrary in the Condominium Documents, first mortgagees shall be notified of and shall have the right to vote on those amendments to the Master Deed that will materially change the rights of first mortgagees as described in Section 90a(9) of the Act. All notices of amendments, and ballots, sent to first mortgagees shall be delivered by certified mail, return receipt requested.

ARTICLE VIII
RIGHT OF WITHDRAWAL

Pursuant to Section 67(3) of the Act, Developer is entitled to withdraw land from the Condominium if and to the extent determined by Developer pursuant to Section 67(3) of the Act. Any such areas withdrawn shall be automatically granted easements for utility and access purposes as set forth in the Act.

ARTICLE IX
CONVERSION OF CONDOMINIUM

The Condominium is established as a convertible condominium in accordance with the provisions of this Article and the Act:

Section 9.1. Convertible Areas. All present and future Common Elements and Units are designated as Convertible Areas and the land area within which the Units and Common Elements may be expanded and modified and within which Limited Common Elements may be created as provided in this Article IX. The Developer reserves the right, but not the obligation, to convert all or any portion of the Convertible Areas. No additional Units may be created in the Convertible Area, however Units may be expanded, modified or decreased as provided in this Article IX. All structures and improvements within the Convertible Areas of the Condominium shall be compatible with residential uses and with the structures and improvements on other portions of the Condominium, as determined by Developer in its sole discretion.

Section 9.2. Right to Convert. The Developer reserves the right, in its sole discretion, during a period ending six years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit, and to make corresponding changes to the Common Elements or to create General or Limited Common Elements.

Provided, however, no portion of a Unit shall be converted without the consent of the Owner of such Unit.

Section 9.3. Restrictions on Conversion. All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities. The extent to which any change in the Convertible Areas is compatible with the original Master Deed is not limited by this Master Deed but lies solely within the discretion of Developer, subject only to the requirements of local ordinances and building authorities, including the Township.

Section 9.4. Consent Not Required. The consent of any Owner shall not be required to convert the Convertible Areas except as provided in Section 9.3 above. All of the Owners and mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligated Developer to convert the Convertible Areas. These provisions give notice to all Owners, mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendments shall be required.

Section 9.5. Amendment to Master Deed. All modifications to Units and Common Elements made pursuant to this Article IX shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, if the Developer deems it to be applicable, in order to preserve a total value of 100% for the entire Condominium resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method and formula described in Article V of this Master Deed. Such amendments to the Master Deed shall also contain such further definitions and redefinition of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendments. In connection with any such amendments, Developer shall have the right to change the nature of any Common

Element previously included in this Condominium for any purpose reasonably necessary to achieve the purposes of this Article IX.

ARTICLE X
AREA OF FUTURE DEVELOPMENT

Section 10.1 Area of Future Development. The Condominium established pursuant to the Master Deed consists of fourteen (14) Units and may be the first stage of an expandable condominium under the Act. The maximum number of Units which may be added to the Condominium is fifty-four (54) additional Units, for a maximum total of sixty-eight (68) Units in the Condominium if fully expanded. Additional Units, if any, will be established upon all or some portion of the following described land ("Area of Future Development"), which is labelled "Future Development Area" on the Plan:

Legal Description of The Ravines of Plymouth - Area of Future Development:

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 73.70 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 45 SECONDS EAST, 200.83 FEET; THENCE NORTH 74 DEGREES 57 MINUTES 36 SECONDS WEST, 174.13 FEET; THENCE 57.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING NORTH 45 DEGREES 20 MINUTES 26 SECONDS WEST, 55.35 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 44 SECONDS WEST, 47.96 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 415.03 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 00 SECONDS EAST, 412.13 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 00 SECONDS WEST, 611.70 FEET TO THE POINT OF BEGINNING. CONTAINING 167,695 SQ. FT. OR 3.85 ACRES.

Section 10.2 Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of Developer from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Condominium of all or any portion of the Area of Future Development and the establishment of Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of the dwellings and other improvements to be constructed within the Area of Future Development shall be determined by Developer in its sole discretion subject only to approval by the Township, but all such improvements shall be reasonably

compatible with the existing Units in the Condominium, as determined by Developer in its sole discretion. When developed, the Area of Future Development, whether or not added to the Condominium, shall consist of only residential dwellings. Developer reserves the right to create easements within the initial Condominium for the benefit of Area of Future Development and adjacent properties.

Section 10.3 Expansion Not Mandatory. Developer is not obligated to enlarge the Condominium beyond the initial Condominium area established by this Master Deed and Developer may, in its discretion, establish all or a portion of the Area of Future Development, if any, as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of Developer to expand the Condominium other than as explicitly set forth herein. There is no obligation on the part of Developer to add to the Condominium all or any portion of the Area of Future Development described in this Article nor is there any obligation to add portions thereof in any particular order or to construct particular improvements in any specific location. Developer has reserved easements over the Condominium for the benefit of the property described in Section 10.1 above regardless of whether the Area of Future Development is added to the Condominium. Developer may create Common Elements within the Area of Future Development. The nature of the General or Limited Common Elements to be added is within the exclusive discretion of the Developer.

Section 10.4 Amendment to Master Deed and Modification of Percentages of Value. Expansion of the Condominium shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law. which amendment or amendments shall be prepared by and at the discretion of Developer and shall provide that the percentages of value, to the extent appropriate, set forth in Article V above shall be proportionately readjusted in order to preserve the total value of one hundred (100%) percent for the entire Condominium resulting from such amendment or amendments to this Master Deed. The precise determination of such readjustment shall be in the sole judgment of Developer. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Condominium.

Section 10.5 Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General Common Elements or Limited Common Elements and maintenance responsibilities as may be necessary adequately to describe, serve and provide access to the Condominium as expanded, or to the additional parcel or parcels added to the Condominium by such amendment and otherwise comply with agreements and requirements of applicable governmental authorities for development of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element or easement previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article X.

Section 10.6 Consolidating Master Deed. A Consolidating Master Deed may be recorded pursuant to the Act when the Condominium is finally concluded as determined

by Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, if and when recorded, and as above provided in Section 3.10 above, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 10.7 Consent of Interested Parties. All of the Co-Owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purpose and intent of Article X and to any proportionate reallocation of percentages of value of existing Units that Developer may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendment may be effected without the necessity of recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and Exhibits.

ARTICLE XI
ASSIGNMENT

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

Developer signed this Master Deed the day and year first above written.

LIVONIA BUILDERS GRANDOVER PARK, LLC
A Michigan Limited Liability Company

By: /s/ Danny Veri
Danny Veri
Its: Authorized Representative

STATE OF MICHIGAN)
) ss
COUNTY OF WAYNE)

The foregoing instrument was acknowledged before me on February 1, 2016, by Danny Veri, the Authorized Representative of Livonia Builders Grandover Park, LLC, a Michigan limited liability company, on behalf of the limited liability company.

/s/ Patti A. Ohannesian, Notary Public
Wayne County, Michigan
My Commission Expires: March 15, 2019
Acting in Wayne County

DRAFTED BY AND WHEN RECORDED RETURN TO:

Kohls PLC
By: Kevin Kohls (P38706)
P.O. Box 216
Novi, Michigan 48376-0216
(248) 921-9223

THE RAVINES OF PLYMOUTH

EXHIBIT "A" TO THE AMENDED AND RESTATED MASTER DEED

BYLAWS

ARTICLE I
ASSOCIATION OF CO-OWNERS

The Ravines of Plymouth, a residential Condominium located in the Township of Plymouth, County of Wayne, State of Michigan, shall be administered by an Association of Co-Owners which shall be a nonprofit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws constitute both the Bylaws referred to in the Master Deed and required by Section 3(9) of Act No. 59 of the Michigan Public Acts of 1978, as amended (hereinafter the "Act") and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Co-Owner's Unit in the Condominium. A Co-Owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-Owners, prospective purchasers and prospective mortgagees of Units in the Condominium. All Co-Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II
ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authority 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 shall constitute expenditures affecting the administration of the Condominium, and all sums received as the proceeds of, or pursuant to, a policy of insurance securing the interest of the Co-Owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium shall constitute receipts affecting the administration of the Condominium within the meaning of Section 54(4) of the Act.

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

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-Owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-Owner shall continue to pay each monthly installment at the monthly rate established for the previous fiscal year until notified of any change in the monthly payment which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted.

An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-Owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time.

Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-Owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-Owner shall not affect the liability of any Co-Owner for any existing or future assessments. Delivery shall be made in the manner provided for notice of meetings in Article IX, Section 5 below. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding Five Thousand Dollars ($5,000.00), in the aggregate,

annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-Owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-Owner consent, to levy assessments for costs incurred or to be incurred pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special 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 the members thereof.

(b) Special Assessments. Special assessments, other than those referenced in subsection (a) of this Section 2, may be made by the Board of Directors from time to time and approved by the Co-Owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to (and not repair or replacement of) the Common Elements of an aggregate cost exceeding Five Thousand Dollars ($5,000.00) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) 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 may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-Owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments; Default in Payment. Unless otherwise provided herein, all assessments levied against the Co-Owners to cover expenses of administration shall be apportioned among and paid by the Co-Owners equally, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Condominium Units, and any expenses incurred as a result of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, shall be specially assessed against the Condominium Unit or Condominium Units so benefitted or involved and may be allocated to the benefitted Condominium Unit or Units in the proportion which the percentage of value of the benefitted Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefitted.

Annual assessments as determined in accordance with Article II, Section 2(a) above (but not additional or special assessments which shall be payable as the Board of Directors elects) shall be payable by the Co-Owners in twelve (12) equal monthly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in, a Unit, or with the acquisition of fee simple title to a Unit by any other means. Monthly installments of the annual assessment are due on the first day of each month. Special and/or additional assessments, as levied in accordance with Sections 2(a) and 2(b) above, shall be payable in any manner and at any time in the sole discretion of the Board of

Directors. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of $15.00 per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Said notification may be made in the manner provided for notice of meetings in Article IX, Section 5 below. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. All payments shall be applied first against late charges, fines, attorney fees (also including attorney's fees and expenses incurred in connection with the Co-Owner's bankruptcy proceedings, probate proceedings), expenses of collection and costs, advances, taxes or other liens paid by the Association to protect its lien, interest, and thereafter against assessments in order of oldest delinquency.

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

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

Section 5. Enforcement. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment and/or by foreclosure of the statutory lien that secures payment of assessments, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-Owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-Owner.

Each Co-Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-Owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or 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 who acquires title to a Unit acknowledges that at the time of acquiring title to the Co-Owner's Unit, the Co-Owner was notified of the provisions of this Section and that the Co-Owner voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-Owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit.

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

The expenses incurred in collecting unpaid assessments, including interest, expenses of collection, costs, late charges, actual attorney's fees (not limited to statutory fees and attorney's fees and expenses incurred in connection with the Co-Owner’s bankruptcy proceedings and/or probate proceedings) 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 the Co-Owner's Unit. In the event of default by any Co-Owner in the payment of any installment of the annual assessment levied against the Co-Owner's

Unit, and/or in the event of default by any Co-Owner in the payment of any installment and/or portion of any additional or special assessment levied against the Co-Owner's Unit, or any other obligation of a Co-Owner which, according to these Bylaws, may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable which shall also be secured by the lien on the Co-Owner's Unit. In the event of the occurrence of a foreclosure sale by the Association, the Co-Owner shall be also liable for assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period. The Association also may discontinue the furnishing of any utility or other services to a Co-Owner in default upon seven (7) days written notice to such Co-Owner of its intention to do so. A Co-Owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-Owner of ingress or egress to and from the Co-Owner's Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-Owner thereof or any persons claiming under such Co-Owner as provided by the Act.

Section 6. Liability of Mortgagee. Any other provision of the Condominium Documents notwithstanding, if the holder of any first mortgage of record covering a Unit, or any other purchaser, obtains title to the Unit as a result of foreclosure, or by deed in lieu of foreclosure, of a first mortgage of record which has priority over the Association's lien, then such person, its successors and assigns, shall take the property free of any claims for unpaid assessments or charges against the Unit which accrued prior to the acquisition of title by such person (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, and except for assessments that have priority over the first mortgage under Section 108 of the Act). In the event of foreclosure, the date of acquisition of title is deemed to be the date of the foreclosure sale, and the purchaser, its successors and assigns, shall be liable for the assessments or charges levied by the Association that remain unpaid on the Unit.

Section 7. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 8. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 9. Construction Lien. A construction lien otherwise arising under the Construction Lien Act, No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act, as amended.

Section 10. Statement as to Unpaid Assessments. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs, and attorney fees thereon, whether annual, additional or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs, attorney fees and related collection or other costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, late charges, fines, costs, and attorney fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments, interest, collection and late charges, advances made by the Association for taxes or other liens to protect its liens, fines, costs, and attorney fees incurred in the collection thereof 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 having priority. The Association may charge such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

Section 11. 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 Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance, repair and use of the Units in the Condominium and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Condominium. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments or purposes, except with respect to Units that are owned by Developer which contain a completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer’s prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

The Developer, or any successor developer, from time to time during the Construction and Sales Period may (but shall have no obligation to) make loans and advances to the Association to enable the Association to fund the payment of its current expenses, insofar as they are in excess of its current revenues because all Units in the Condominium are not yet completed and occupied Units. In the event that the Developer, or any successor developer, does so, it may earn and receive a reasonable rate of interest upon the moneys loaned and advanced which shall not exceed a market rate of interest. Promptly after the Transitional

Control Date, the Developer, or any such successor developer, as applicable, shall furnish to the Board of Directors of the Association an accounting for the moneys so loaned and advanced to the Association, the manner of their use and all amounts which the Association repaid prior to the Transitional Control Date for principal or interest in respect of any such loan.

ARTICLE III
JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Judicial Claims and Actions. Actions on behalf of and against the Owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a 60% in number and in value of the Owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Owner shall have standing to sue to enforce the requirements of this Section. The Developer shall be entitled to enforce the provisions of this Article III, regardless of whether Developer owns any Units. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

3.1.1 Board of Director's Recommendation to Owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Owners that a civil action be filed, and supervising and directing any civil actions that are filed.

3.1.2 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Owners (“litigation evaluation meeting”) for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Owners of the date, time and place of the litigation evaluation meeting shall be sent to all Owners not less than twenty (20) days before the date of the meeting and shall include the following information:

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

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

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

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

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

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

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

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

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

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

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

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

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

likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Owners with the written notice of the litigation evaluation meeting.

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

3.1.5 Owner Vote Required; Quorum. At the litigation evaluation meeting the Owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of 60% in number and in value of all Owners (not just those present at the meeting). Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

3.1.6 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Owners of the Association ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by 60% of all Owners of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

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

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

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

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

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

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

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

(A) The status of the litigation.

(B) The status of settlement efforts, if any.

(C) The attorney's written report.

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

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

Section 3.2 Owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by 60% of all Owners in accordance with this Article III and notice of such proposed action must be given in writing to all Owners in accordance with Article IX. Such vote may only be taken in a meeting of the Owners and no proxies, participation by remote communication or absentee ballots shall be permitted, notwithstanding the provisions of Article IX.

ARTICLE IV
INSURANCE

Section 1. Association Insurance. The Association shall obtain and continuously maintain in effect a standard insurance policy covering "all risks" of direct physical loss which are commonly insured against by condominium associations, including, among other things, fire and extended coverage, vandalism and malicious mischief, host liability, a minimum $1,000,000.00 liability limit per single occurrence (including medical payments) for death, bodily injury, medical payments and property damage, and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements. The Association also shall carry: (i) fidelity bond coverage as provided in Article XI, Section 17, below; (ii) directors' and officers' liability coverage as provided in Article XV, Section 2, below; and (iii) such other insurance, if any, as the Board of Directors from time to time deems advisable. The Co-Owners are advised that the Association's coverage is not intended to be comprehensive as to all risks and portions of the Condominium Premises, including, without limitation, the Units and Limited Common Elements that the Co-Owners are responsible to maintain, repair or replace, and, consequently, each Co-Owner shall obtain and continuously maintain in effect additional coverage, as outlined in Section 2 of this Article. All insurance policies purchased by the Association shall be carried and administered in accordance with the following provisions:

(a) In General. The Association shall purchase all such insurance for the benefit of the Association, Co-Owners and mortgagees, as their interests appear, and provision shall be made for the issuance of certificates of endorsement to the mortgagees of Units. Each such insurance policy shall, insofar as applicable, provide that:

(i) each Co-Owner (and the Co-Owners, collectively, as a group) is an insured person under the policy with respect to liability arising out of his interest in the common elements or membership in the Association;

(ii) the insurer waives its right to subrogation under the policy against any Co-Owner and any member of his household residing in the Unit;

(iii) no act or omission of any Co-Owner, unless within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy;

(iv) if, at the time of loss under the policy, there exists in the name of a Co-Owner other insurance covering the same risk as is covered by the policy, the Association's policy shall be deemed primary insurance to the extent, only, so provided in Section 3 of this Article IV; and

(v) insurance proceeds shall be disbursed, first, for repairs or restoration of the damaged property, unless and except as the:

(A) Condominium is terminated;

(B) Co-Owners and mortgagees vote not to re-build or repair in accordance with Article V, Section 1 of these Bylaws; or

(C) repair or replacement would be illegal under any state or local health or safety statute or ordinance.

(b) Casualty Insurance. All Common Elements, and all standard features of the Units, shall be insured against fire and the other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current insurable replacement

value, excluding foundation and excavation costs, and shall be subject to such deductible amounts as the Board of Directors, in consultation with the Association's insurance carrier and/or its representatives, annually determines to be prudent in light of prevailing insurance market conditions and commonly employed methods for the reasonable determination of replacement costs. At the election of the Board, such coverage also may include: "additions and betterments", as defined below. All such coverage shall:

(i) be effected upon an agreed amount basis for the entire Condominium, with appropriate inflation riders in order that no co insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Condominium destruction, if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement); and,

(ii) include endorsement(s) for any Association additional costs incurred to:

(A) upgrade a damaged common element structure in compliance with then-applicable building codes; and

(B) if determined by the Association’s legal advisor that it is required by any law or ordinance applicable at the time of insurance policy purchase or renewal, demolish and re-construct any partially-damaged common element structure, the undamaged portion of which is required by such law or ordinance to be demolished.

Whenever used in these Bylaws, the "standard features" of a Unit means and includes: (i) all of the structural and attendant and related building materials which are required to establish a structure for the Unit at the points and surfaces where it begins, including, without limitation, the foundations; basement floor, if any; basement walls, if any; Unit interior walls, floors and ceilings, but only to the extent such interior walls, floors and ceilings: (A) are structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained; or (B) contain General Common Element pipes, wires, conduits and/or ducts; drywall; joists and other structural elements between floors; and the ceiling of the uppermost floor; (ii) all fixtures, equipment and decorative trim items which were included as standard features within the Unit, or were installed within the interior surface of any main wall, at the time of the Unit’s initial retail sale and occupancy as a dwelling, as evidenced by any plans and specifications filed by the Developer with the municipality and/or by such other or additional reliable physical or written evidence thereof as may exist, such items to include, as applicable, without limitation, bathroom and kitchen fixtures; counter tops; built-in cabinets; finished carpentry; electrical and plumbing conduits; tile; lighting fixtures; and interior doors, door jams and associated hardware, but specifically to exclude all appliances, electrical fixtures, water heaters, heating and air conditioning equipment, wall coverings, window treatments and floor coverings; and (iii) such additional, different or upgraded materials, if any, as the Board from time to time declares, by regulation or resolution, to be "standard features" of all Units of the same model style and type. Should the Board fail to publish such specifications, the "standard features" of each Unit shall be determined by reference to provisions (i) and (ii) above, only, and the original installations, allowing, however, for reasonable changes in components and methods of construction, assembly and finish with the passage of time. Unless otherwise specified by the Board in accordance with (iii) above, the "standard features" of a Unit shall not include items installed in addition to or, to the extent, if any, that the replacement cost will exceed in real dollars the cost of a standard

feature, any upgrade of or replacement for the standard feature which has been installed, regardless whether any such addition, upgrade or replacement was installed by the Developer or by a subsequent Co-Owner of the Unit.

(c) Optional Umbrella Insurance. The Association may purchase as an expense of administration an umbrella insurance policy covering any risk required hereunder which was not covered due to lapse or failure to procure.

(d) Insurance Records. All non-sensitive and non-confidential information in the Association's records regarding Common Element insurance coverage shall be made available to Co-Owners and mortgagees upon request and reasonable notice during normal business hours so that Co-Owners shall be enabled to judge the adequacy of coverage and to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-Owners of the nature and extent of all changes in coverages.

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

(f) Proceeds of Association Insurance. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and applied or distributed to the Association, or to 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, Section 1 of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss which requires 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 repair, replacement or reconstruction of the Condominium unless not less than sixty-six and two-thirds percent (66-2/3%), if one or more Units are tenantable, or fifty-one percent (51%), if no Unit is tenantable, of the institutional holders of first mortgages on Units have given prior written approval.

Section 2. Co-Owner Insurance. Each Co-Owner shall obtain and continuously maintain in effect the insurance coverages described in sub-Section 2(a) for his Unit and, to the extent described in that sub-Section, all Limited Common Elements that are appurtenant or assigned to his Unit for which said Co-Owner bears maintenance, repair and/or replacement responsibility. It shall be each Co-Owner's responsibility to determine by personal investigation, or by consultation with his own insurance advisor, whether the insurance coverages required by sub-Section 2(a) will be adequate in type and amount to recompense him for all of his foreseeable losses and liability risks for the property required by the preceding sentence to be insured, or whether coverage of an additional type or amount is appropriate or desirable. In particular, each Co-Owner should consider the purchase of optional coverages for "additions and betterments", as described in sub-Section 2(c) below, and for alternative living expense in the event of fire and/or other covered casualty which renders the Unit uninhabitable. The Association shall have absolutely no responsibility for

obtaining any such coverages unless agreed specifically and separately between the Association and the Co-Owner in writing; provided, that any such agreement between the Association and the Co-Owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-Owner and collected as part of the assessments against said Co-Owner under Article II above.

(a) Mandatory Coverage. Each Co-Owner shall continuously maintain in effect at the Co-Owner's own expense liability and property casualty insurance coverage (in the form of an "HO-6" or "HO-4" insurance policy, as applicable, or such other specifications as the Board may prescribe, or as may be commonly extant from time to time), which affords coverage against "all-risks" of loss due to:

(i) casualty to:

(A) the Co-Owner's personal property while located in the Condominium; and,

(B) the "standard features" of the Co-Owner's Unit, as defined in Section 1(b) above; and,

(C) any Limited Common Element appurtenant or assigned to the Unit, for which said Co-Owner bears maintenance, repair and/or replacement responsibility;

(ii) liability for injury to property and persons occurring in his Unit or in or upon any Limited Common Element appurtenant or assigned to the Unit; and

(iii) casualty to any General or Limited Common Element damaged by the failure of equipment or appliances, or any water source, which is the responsibility of the Co-Owner to maintain, repair or replace.

All such coverage shall, where appropriate, be written with a loss assessment endorsement. A "loss assessment" endorsement provides coverage for the Co-Owner's share, if any, of any property damage or liability loss for which there may be no coverage, or inadequate coverage, under the applicable Association insurance policy. Co-Owners shall request of their insurers that all such coverages contain a clause that requires that the insurer mail to the Association notice of cancellation not less than thirty (30) days prior to any policy cancellation, although the insurer's refusal to do so shall not constitute a default by the Co-Owner hereunder. Such coverages shall be in amounts prescribed from time to time by the Board after consultation with the Board's insurance advisor as to actual changes in reconstruction costs or in the level of condominium owner liability coverage that is appropriate, but in no event shall coverage for the standard features of the Unit be less than their current insurable replacement value, nor shall liability coverage on a "per occurrence" basis be in an amount which is less than Five Hundred Thousand Dollars ($500,000.00) for injury to persons.

(b) Co-Owner Duty to Provide Evidence of Mandatory Coverage; Association Remedy upon Default. Each Co-Owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. In the event the

Co-Owner fails to do so, in addition to any other remedy which it may have under these Bylaws, the Association may, but shall not be under any obligation to, purchase such insurance coverage in respect of the Unit and its appurtenant Limited Common Elements upon the Co-Owner's failure to deliver such evidence of insurance coverage to the Association within thirty (30) days after the Association provides written notice of its intention to do so. The premium cost incurred by the Association to purchase Co-Owner mandatory insurance coverage upon a Unit may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II above.

(c) Optional Co-Owner Additions and Betterments Coverage. Each Co-Owner should consider whether to obtain and maintain additions and betterments insurance coverage for his Unit. Whenever used in these Bylaws, "additions and betterments" means all fixtures, equipment, decorative trim and furnishings which are located within the Unit, or within any limited common element appurtenant or assigned to the Unit, and which were not a standard feature of the Unit when first sold.

(d) Co-owner Responsibility for Damage Caused by Malfunctioning Appliances. A Co-Owner shall bear responsibility for all uninsured or underinsured costs which may be incurred to the Association as a result of its obligations under the Master Deed or these Bylaws to repair or reconstruct any damage or deterioration caused to the Co-Owner's Unit, another Unit, any Limited Common Elements or to the General Common Elements resulting from the malfunction of any appliance, equipment or fixture located within or serving the Co-Owner's Unit, or by any failure of the Co-Owner to take appropriate preventive action, including, without limitation, furnaces, humidifiers, hot water heaters, air conditioners, washers, dryers and ice makers. The Board of Directors, in its sole discretion, may choose to or choose not to submit such a claim to its insurance carrier and/or it may choose not to require the Co-Owner to reimburse a portion or all of said costs. Unless the damage is uninsured, in no event shall the Co-Owner be responsible for any costs that would exceed the amount of the deductible portion of an insurance claim if the Association chooses not to submit the claim to the insurance company. Any unpaid costs which are the responsibility of the Co-Owner may be assessed to the responsible Co-Owner's Unit and collected pursuant to the assessment collection remedies set forth in Article II of these Bylaws, in addition to the Association's right to pursue any remedies set forth in Article XIX below.

Section 3. Determination of Primary Carrier; Subrogation. In all circumstances in which there exist overlapping coverages under policies of insurance carried by a Co-Owner and the Association in accordance with this Article, the provisions of this Section 3 shall determine the carrier and policy that shall bear the primary responsibility to adjust and pay an insured loss for which both policies afford coverage. In the event of property damage to a General Common Element, or to a Limited Common Element that the Association is responsible to repair and replace, the Association's carrier and policy shall be deemed primary. In the event of personal injury or any other liability claim for an occurrence in or upon the General Common Elements, or in or upon a Limited Common Element that the Association is responsible to maintain, repair or replace, the Association's carrier and policy shall be deemed primary if the loss resulted from the Association's non-performance or improper performance of any such responsibility. The carrier and policy of the Co-Owner of the Unit shall be primarily responsible for all property damage to, and any personal injury or

other liability claim for any occurrence in or upon, a Unit and/or its contents, including, without limitation, the "standard features" and "additions and betterments" of the Unit. The carrier and policy of the Co-Owner who is responsible to repair or replace any Limited Common Element shall be primarily responsible for all property damage to the Limited Common Element. The carrier and policy of a Co-Owner who is responsible to maintain any Limited Common Element shall be primarily responsible for any personal injury or other liability claim for an occurrence in or upon the Limited Common Element, except to the extent that the Association is responsible for its repair and replacement and the Association's non-performance or improper performance of that responsibility was the cause of such injury or other liability. In all cases where the Association's carrier and policy are not deemed primarily responsible to adjust the loss, if the Association's carrier and policy contribute to the payment of the loss, the Association's liability to the Co-Owner shall be limited to the amount of insurance proceeds paid, and the Association shall in no event be responsible to pay any deductible amount under either the Association's or the Co-Owner's policy. The Association and Co-Owners, as to all policies which either obtains, shall use their best efforts to see that all property casualty and liability insurance carried contains appropriate provisions whereby the insurer waives its right of subrogation as to any claims against the other party.

Section 4. Authority of Association to Settle Insurance Claims. Each Co-Owner, by his ownership of a Unit, shall be deemed to appoint the Association as the Co-Owner's 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 and workers' compensation insurance, if applicable, pertinent to the Condominium, the Co-Owner's Unit and the Common Elements, with such insurer as may, from time to time, provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as attorney-in-fact shall have full power and authority to: purchase and maintain such insurance; collect and remit premiums; collect proceeds; and distribute proceeds to the Association, the Co-Owners and their respective mortgagees, as their interests appear (subject always to the Condominium Documents); execute releases of liability; and, execute all documents and do all things on behalf of such Co-Owners and the Condominium as are necessary or convenient to their accomplishment.

ARTICLE V
RECONSTRUCTION OR REPAIR

Section 1. Responsibility to Repair or Replace; Notification of Mortgagees. This Article shall determine whether a portion of the Condominium Premises that is damaged or deteriorates as the result of casualty or other insurable event shall be repaired or replaced, and, if so, assigns the responsibility for such repair or replacement and for the costs thereof. Except in the case of Co-Owner responsibility pursuant to Article IV, Section 2, above, or Article VI, Section 14, below, the allocation of repair and replacement responsibilities contained in the Master Deed shall determine the allocation of responsibility for the costs of maintenance, repair or replacement of any portion of the Condominium Premises except in the case of casualty or other insurable event. In the event of casualty or other insurable event affecting a material portion of the Condominium the Association promptly shall so notify each holder of a first mortgage lien on any Unit. In the event of casualty or other insurable event

affecting a material portion of a Unit secured by a mortgage, the Association promptly shall so notify the holder of a first mortgage lien on the Unit.

If any part of the Condominium Premises is damaged or deteriorated, the damaged or deteriorated property shall be rebuilt or repaired unless not less than eighty percent (80%) in number of the Co-Owners entitled to vote as of the record date for said vote determine that the Condominium shall be terminated, and not less than sixty-six and two-thirds percent (66-2/3%) of the holders of a first mortgage lien on any Unit have given their prior written approval to such termination.

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

Section 3. Co-Owner and Association Responsibilities to Make Repair. If damage or deterioration is only to a Unit, and/or to a Limited Common Element for which the Co-Owner bears maintenance, repair and replacement responsibility, the Co-Owner of that Unit shall make the repair or replace the item in accordance with Section 4 of this Article, and the Co-Owner shall bear the uninsured or under-insured costs thereof; provided, that the Board of Directors may, but shall not be required to, assume the responsibility to repair damage to, or to replace portions of, Unit interior walls, ceilings and floors which are structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained, or in which there exist General Common Element pipes, wires, conduits and/or ducts.

In all other cases, the Association shall make the repair or reconstruct the item. Immediately after a casualty causing damage to property the Association is responsible to maintain, repair or replace, 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 insufficient to defray the estimated costs of Association repair or replacement, or if at any time during such repair or replacement, or upon completion of such repair or replacement, the funds for the payment of such costs are insufficient, assessments shall be made and may be collected in accordance with Article II, above, against the Co-Owners who are responsible for the costs of repair or replacement in sufficient amounts to provide funds to pay the estimated or actual costs of repair.

Section 4. Co-Owner Responsibility for Repair to Unit and Limited Common Elements. The Co-Owner of the Unit shall be responsible for all costs (including any uninsured, under-insured and insurance deductible costs) to repair or replace any damage or deterioration to the Unit, the standard features, additions and betterments therein or to a Limited Common Element, for the costs of repair or replacement of which the Co-Owner is responsible under Article IV, Section 4.3 of the Master Deed, regardless of the cause or nature of any such damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by:

(i) a Common Element which the Association is responsible to maintain, repair

and/or replace;

(ii) the maintenance, repair or replacement of any such Common Element;

(iii) the Co-Owner's own actions, or any failure of the Co-Owner to take appropriate preventive action; or

(iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit.

The Co-Owner of the Unit shall be responsible for the Co-Owner's uninsured and under-insured costs (including amount within any insurance deductible) to repair or replace any damage or deterioration to his own Unit, to a Common Element for the costs of repair or replacement of which the Co-Owner is responsible, and, except insofar as another Co-Owner is in whole or in part responsible for the costs of such repair or replacement, the Co-Owner shall bear all of the costs incurred to do so. The Co-Owner's responsibility pursuant to the preceding two sentences shall include, but not be limited to: interior walls (including walls which are structural, load-bearing or otherwise necessary to the support of the building in which the Unit is contained, or which contain general common element pipes, wires, conduits and/or ducts, if the Board of Directors has not elected to assume the responsibility for their repair as provided in Section 3, above); sound conditioning insulation in ceilings, if any, walls and floors; internal staircases; locks and hardware on windows, interior doors, entry doors, storm doors, storm windows and screen doors; windows; storm doors; interior garage surfaces and drywall, if any; and any other Limited Common Element for which the Co-Owner is responsible for repair or replacement pursuant to the requirements set forth in the Master Deed; sanitary (toilet) installations; interior doors; all appliances, equipment and accessories, whether free-standing or built-in, and their supporting hardware/equipment, including, without limitation, water faucets, water heater tanks, fixtures, furnaces, washers, dryers, spa tubs (if permitted), microwave ovens, humidifiers, ice makers, gas fireplace equipment, if any, chimney flue, computers, monitors, printers, televisions, electronics, air conditioners, compressors and pads, water heaters, exhaust fans, sinks, refrigerators, ovens, cooktops, dishwashers and garbage disposals; all floor coverings, wall coverings, window shades, draperies, cabinets, interior trim, telephones, furniture, lamps, light fixtures, switches, outlets and circuit breakers; all "additions and betterments", as defined in Article IV above; and all other personal property.

If any damage or deterioration is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner (or, if there is a mortgagee endorsement, the Co-Owner and mortgagee jointly) shall be entitled to receive the proceeds of insurance relative thereto, to be used solely for the necessary repairs, but only in the absence, or after exhausting the proceeds, of any Co-Owner insurance that is primary coverage under Article IV, Section 3, above. If proceeds of insurance carried by the Association are paid to the Co-Owner or to the Co-Owner and mortgagee jointly, as provided in the preceding sentence, the Co-Owner shall begin reconstruction or repair upon receipt of the insurance proceeds.

Notwithstanding the above in this Section 4, if the Association is responsible to bear the costs to repair any "incidental damage", as described in Section 5, below, or another Co-Owner is responsible for any uninsured or underinsured costs (including any deductible amount, unless waived) pursuant to Section 8 below, those provisions and requirements shall control over this Section 4.

Section 5. Association Responsibility for Repair. Subject to Section 8, below, and to any contrary provision of Article IV of the Master Deed, the Association shall bear the costs to repair or reconstruct any damaged or deteriorated Common Element. The Association also shall be responsible for any incidental damage (as that term is hereinafter defined) to a Unit that is caused by any non-performance or improper performance of the Association's responsibility to maintain, repair or replace any Common Element, but the responsibility of the Association for such "incidental damage" shall not exceed the sum of $1,000.00 per occurrence. "Incidental damage" shall be defined as damage incurred to the improvements and contents of a Unit. Any "incidental damage" to a Unit in excess of $1,000.00 shall be borne by the Co-Owner of the Unit, except that the Association shall have the option, in the sole discretion of the Board of Directors, to reimburse the Co-Owner for all or any portion of the incidental damage in excess of $1,000.00, regardless of whether the Association has insurance therefor. In the event the Co-Owner has insurance which covers such "incidental damage" to his Unit, the Association shall not be liable for any "incidental damage" and the insurance carrier of the Co-Owner shall have no right of subrogation against the Association.

Section 6. Timely Reconstruction and Repair. If damage to the Common Elements or to a Unit adversely affects the appearance of the Condominium, or may cause damage to or adversely affect the Common Elements or another Unit, the Association or Co-Owner responsible to make the repair or replacement shall commence to do so without delay and shall complete the repair or replacement within six (6) months after the date of the occurrence.

Section 7. Indemnification. Each Co-Owner shall indemnify and hold harmless the Association and every other Co-Owner for all damages and costs, including, without limitation, actual attorneys fees (not limited to reasonable attorneys fees), which the Association or such other Co-Owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-Owners Unit or a Limited Common Element for which the Co-Owner is assigned the responsibility to maintain, repair and replace, and, if so required by the Association, shall carry insurance to secure this indemnity. This Section 7 shall not be construed to afford any insurer any subrogation right or other claim or right against a Co-Owner.

Section 8. Responsibility for Amounts Within Insurance Deductible or Otherwise Uninsured. Notwithstanding any other provision of the Condominium Documents, except to the extent that a lack of insurance results from a breach of the Association's or other Co-Owner's duty to insure, the responsibility for damage to any portion of the Condominium Premises which is within the limits of any applicable insurance deductible, unless waived, and for any other uninsured amount, shall be borne by the responsible Co-Owner whenever the damage is the result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission, including, without limitation, with respect to any Unit, any Limited Common Element, including but not limited to the Unit's appurtenant balcony, any appliance or equipment maintenance, repair or replacement responsibility, by the Co-Owner, the Co-Owner's land contract purchaser or tenant, or the family, servants, employees, agents, visitors or licensees of the Co-Owner, land contract purchaser or tenant. For example, and not in limitation of the generality of the foregoing, uninsured damage to the Condominium premises which results from smoking

within a Co-Owner's Unit or the Unit's appurtenant Limited Common Element, or from a Co-Owner's failure to maintain the furnace or a plumbing fixture serving his Unit or such other water source in good working order or repair, generally will be the responsibility of that Co-Owner.

Section 9. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

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

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

(c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of one hundred (100%) percent. 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, 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 holder of a first mortgage lien on any Unit.

Section 10. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds $10,000.00 in amount, or if damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds $1,000.00. The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 11. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-Owner, or any other party, priority over any of the rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Unit owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI
RESTRICTIONS

Section 1. Residential Use. No Unit in the Condominium shall be used for other than residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No residential Unit shall be used for a commercial or business enterprise; provided, however, that this shall not be deemed to ban a Co-Owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the Unit, and does not involve the manufacture of goods or sale of goods from inventory. Medical marijuana may not be dispensed or cultivated in any Unit or on the Common Elements, and it may only be consumed inside the Unit space by the resident of the Unit to whom it is prescribed for his or her medical condition.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-Owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI, provided that written disclosure of such lease transaction is obtained from the Board of Directors of the Association in the manner provided herein. Written disclosure of such lease transaction shall be submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. No Co-Owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least one (1) year, unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Condominium Unit Co-Owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by all Unit Co-Owners. Each Co-Owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Copies of all leases in effect as of the effective date of these Amended and Restated Bylaws shall be provided to the Association within fourteen (14) days of said effective date. Under no circumstances shall transient tenants be accommodated. “Transient tenant” is someone who occupies a Unit for less than the minimum period required above regardless of whether or not compensation is paid. 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. Tenants and nonCo-Owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state.

(b) Leasing Procedures and Administrative Fees. A Co-Owner desiring to rent or lease a Condominium Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Co-Owners who do not reside in the Unit they own must keep the Association informed of their current correct address and phone number(s). The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Article VI, Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-Owner in the same manner as the collection of assessments under Article II hereof. This provision shall also apply to occupancy agreements.

(c) Violation of Condominium Documents by Tenants and NonCo-Owner Occupants. If the Association determines that the tenant or nonCo-Owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:

(i) The Association shall notify the Co-Owner by certified mail advising of the alleged violation by the tenant or nonCo-Owner occupant. The Co-Owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or nonCo-Owner occupant or advise the Association that a violation has not occurred.

(ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf an action for both eviction against the tenant or nonCo-Owner occupant and, simultaneously, for money damages against the Co-Owner and tenant or non-Co-Owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this Section may be by summary proceeding. The Association may hold both the tenant or nonCo-Owner occupant and the Co-Owner liable for any damages to the Common Elements caused by the Co-Owner or tenant or nonCo-Owner occupant in connection with the Condominium Unit or Condominium Project and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

(d) Arrearage in Condominium Assessments. When a Co-Owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant or nonCo-Owner occupant occupying a Co-Owner's Condominium Unit under a lease, rental or occupancy agreement and the tenant or nonCo-Owner occupant, 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, lease or occupancy agreement by the tenant

or nonCo-Owner occupant. 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 (c) (ii) of this Section 2.

The form of lease used by any Co-Owner shall explicitly contain the foregoing provisions of this subsection (d).

(e) Partial Exception for FNMA, FHA, Institutional Lenders and Association. Notwithstanding anything to the contrary herein, neither FNMA, FHA, nor any other institutional holder of a first mortgage upon a Unit and/or the Association who is in possession of the Unit after foreclosure of the mortgage or lien, or after the acquisition of title to the Unit by a deed delivered in lieu of foreclosure of the mortgage or assessment lien, shall be subject to the limitations imposed by this Section 2 with respect to:

(i) the number of Units that may be leased at any time;

(ii) the minimum lease term; provided that no person shall be permitted to possess and occupy any Unit under a lease or occupancy agreement for a term which is less than thirty (30) days, and every such person shall be and remain a transient tenant within the meaning of this Section 2; and

(iii) any requirement concerning the form and content of any lease, or as to the Association's prior review and approval thereof, to the extent that this Section 2 imposes requirements which are in excess of those provided in Section 112 of the Act, but this exemption shall not apply to such person's successor, transferee or assignee.

Section 3. Alterations and Modifications of Units and Common Elements.

(a) No Co-Owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors (which approval shall be in recordable form), including, without limitation, exterior painting, windows, lights, aerials or antennas (except those antennas referred to in Section 3(b) below), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs, jacuzzis, basketball backboards or other exterior attachments or modifications, nor shall any Co-Owner damage or make modifications or attachments to walls between Units which in any way impair sound conditioning provisions. Notwithstanding having obtained such approval by the Board of Directors, the Co-Owner shall obtain any required building permits and shall, otherwise, comply with all building requirements of the City, and the State of Michigan. The Board may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. The

Association shall not be liable to any person or entity for mistake in judgment, negligence or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans, specifications and plot plan. No action shall be brought or maintained by anyone whatsoever against the Association for or on account of his or her failure to bring any action for any breach of these covenants.

(b) No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution device or similar device shall be placed, constructed, altered or maintained on any Unit or Limited Common Element, unless the device is a so called "mini dish" (not to exceed 18 inches in diameter) located in a location that is fully screened from view and approved by the Board of Directors of the Master Association. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000 (the “FCC Rule”), promulgated pursuant to the Telecommunications Act of 1996, Pub. L No. 104. 110, § 207 Stat. 56 (1996), as amended, provided, however, that the Association may prohibit Co-Owners from installing an antenna otherwise permitted by this sub-Section if the Association provides the Co-Owner(s) with access to a central antenna facility that does not impair the viewers’ rights under the FCC Rule. Before an exterior antenna may be installed a Co-Owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors. Such form of antenna notice may require such detailed information concerning the proposed installation as the Board reasonably requires to determine whether the proposed installation is permitted by this Section 3(b) and all valid rules and regulations promulgated by the Board regarding the installation and placement of antennas. The Co-Owner shall not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the Association’s approval of the proposed installation may be granted. Except as the Board of Directors (or a committee of the Board) has declared its approval of a proposed antenna installation in a signed writing, and the installation has been made substantially in the manner approved by the Board, the Association may exercise all, or any, of the remedies of Article XIX, below, with respect to an antenna installation later determined not to be permitted by this sub-Section 3(b) and all valid rules and regulations as have been promulgated by the Board of Directors regarding the installation and placement of antennas, including, without limitation, to assess to the responsible Co-Owner all costs incurred by the Association for the removal of such antenna, and/or for the repair of the Common Elements, together with the Association’s attorney’s fees and other costs of collections, in accordance with Article II of these Bylaws.

(c) The Co-Owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-Owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-Owner the costs thereof and collect same from the Co-Owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-Owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to in Section 3(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-Owner shall in any way restrict access to any plumbing, water line, water line valves, water

meter, sprinkler system valves, sump pump, or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

(d) Nothing in this Section shall be construed or applied so as to limit the display of the flag of the United States in derogation of a right conferred by the Freedom to Display the American Flag Act of 2005 or Section 56a of the Act, as applicable.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-Owners of the Condominium. No unreasonably noisy activity shall be carried on in or on the Common Elements or in any Unit at any time. No Co-Owner shall do or permit anything to be done or keep or permit to be kept in the Co-Owner's Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. No Co-Owner shall use or permit to be brought into the buildings in the Condominium any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed to be extra-hazardous to life, limb or property, without in each case obtaining the written consent of the Association. 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, illegal fireworks, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No more than a total of two (2) domesticated pets, consisting of dogs and/or cats, are permitted to be maintained in any Unit at the Condominium. No savage or dangerous animal shall be kept, bred or harbored in any Unit. No reptiles, exotic pets, or other animals shall be maintained by any Co-Owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed, controlled and attended in person by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. Any Co-Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect

from the responsible Co-Owner such losses and/or damages in the manner provided in Article II hereof. Each Co-Owner shall be responsible for the immediate collection and disposition of all fecal matter deposited by any pet maintained by such Co-Owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, 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 or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. This Section 5 does not apply to small animals that are constantly caged, such as small birds or fish.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. No unsightly condition shall be maintained on any balcony or porch, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Automobiles may not be washed on any portion of the Condominium Premises, except in areas designated by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for washing of automobiles. There shall be no outdoor cooking or barbecues except in a Unit's Limited Common Element balcony, or in any other areas designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for outdoor cooking or barbecues. In general, no activity shall be carried on nor condition maintained by any Co-Owner either in the Co-Owner's Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Common Element Maintenance. Sidewalks, landscaped areas, driveways, roads, parking areas, garages, balconies and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, unauthorized vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. Use of any recreational facilities or other amenities in the

Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-Owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other nonCo-Owner occupants of Condominium Units in which the Co-Owner does not reside and/or such guests as may be permitted by the rules and regulations promulgated by the Association; provided, further, however, that the nonresident Co-Owners of such Condominium Units are members in good standing of the Association.

Section 8. Vehicles. No housetrailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, all terrain vehicle trailers, snowmobiles, snowmobile trailers or vehicles, other than licensed automobiles, vehicles and trucks designed and used exclusively for personal transportation purposes (herein “Authorized Vehicles”), may be parked upon the premises of the Condominium, except in the Limited Common Element garage with the garage door closed, unless specifically approved by the Association, or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking of such vehicles as are described in the first sentence of this Section or to designate an area therefor. The Association shall not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area therefor. Each Co-Owner owning a Unit with an appurtenant Limited Common Element garage shall park any Authorized Vehicle inside the garage. Any non-assigned parking areas shall be reserved for the general use of the members and their guests. In the event that there arises a shortage of parking spaces due to maintenance of more than one Authorized Vehicle by a number of Co-Owners, the Association may allocate or assign parking spaces from time to time on an equitable basis. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as below provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, pickups, vans, and similar vehicles that are designed and used exclusively for personal transportation shall be permissible, except as may be otherwise prohibited herein. Nonoperational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. In the event that there arises a shortage of parking spaces, the Association may assign General Common Element parking spaces for the use of the Co-Owners of a particular Unit or Units in an equitable manner. The Association may also construct such additional parking facilities on the General Common Elements as the Association, in its discretion, determines to be necessary. Subject to the notice location and content requirements of Section 252(k) of the Michigan Compiled Laws, being MCL Section 222.252k, the Association may cause vehicles parked or stored in violation of this Section or of any applicable rules and regulations of the Association to be

removed from the Condominium Premises and the cost of such removal may be assessed to, and collected from, the Co-Owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof. Co-Owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 9. Advertising. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association.

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

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-Owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-Owner to provide the Association means of access to the Co-Owner's Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-Owner to provide means of access, the Association may gain access in such manner as may be reasonable, including without notice, under the circumstances and shall not be liable to such Co-Owner for any necessary damage to the Co-Owner's Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit or the contents of same or Limited Common Elements appurtenant to same which are under the control or possession of the Co-Owner to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-Owner and collected in the same manner as provided in Article II of these Bylaws.

Section 12. Landscaping. No Co-Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing and subject to any rules and regulations

promulgated by the Board of Directors from time to time pursuant to Section 10 hereinabove. Any such approved landscaping performed by the Co-Owner and any such trees, shrubs, or flowers planted by the Co-Owner shall be performed and/or planted, as the case may be, in a manner consistent with the landscaping in other portions of the Condominium Premises. The Co-Owner shall be responsible for the maintenance of any such approved landscaping performed by a Co-Owner and any such trees, shrubs, or flowers planted by the Co-Owner. In the event that such Co-Owner fails to adequately maintain such landscaping performed by the Co-Owner and any such trees, shrubs, or flowers planted by the Co-Owner to the satisfaction of the Association, the Association shall have the right to perform such maintenance and assess and collect from the Co-Owner the cost thereof in the manner provided in Article II hereof. The Co-Owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees, shrubs, or flowers, or the continued maintenance thereof.

Section 13. Disposition of Interest in Unit by Sale, Lease, Assignment or Transfer. No Co-Owner may dispose of a Unit, or any interest therein, by a sale, lease, assignment or transfer of a deed without complying with the following terms or conditions:

(a) Notice to Association; Co-Owner to Provide Condominium Documents to Purchaser, Lessee, Assignee or Grantee. A Co-Owner intending to make a sale, lease, assignment or to transfer of any interest of a Unit in the Condominium by way of deed or such other conveyance, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser, lessee, assignee and/or grantee and such other information as the Association may reasonably require. Prior to the sale, lease, assignment or transfer of a deed of a Unit, the seller, lessor, assignor or grantor Co-Owner shall provide a copy of the Condominium Master Deed (including Exhibits "A", "B" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser, lessee, assignee or grantee, and such seller, lessor, assignor or grantor Co-Owner shall provide the Association with a written acknowledgment or receipt signed by the proposed purchaser, lessee, assignee or grantee acknowledging receipt of said Condominium Documents. In the event a Co-Owner shall fail to notify the Association of the proposed sale, lease, assignment or transfer of a deed or in the event a Co-Owner shall fail to provide the prospective purchaser, lessee, assignee or grantee with a copy of the Master Deed and other documents referred to above, such Co-Owner shall be liable for all damages, costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser, lessee, assignee or grantee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser, lessee, assignee or grantee of his/her obligations to comply with the provisions of the Condominium Documents.

(b) Mortgagees not Subject to Section. A holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall not be subject to the provisions of this Section 13.

Section 14. Co-Owner Maintenance and Due Care. Each Co-Owner shall continuously maintain in a safe, clean and sanitary condition his Unit and any Limited Common Elements that are appurtenant or assigned thereto and for which he is responsible for maintenance and repair, including, without limitation, the Unit's appurtenant Limited Common Element balcony, windows, screen windows and doors, storm windows and doors, and all major appliances, including, without limitation, furnaces, water heaters, ovens, refrigerators, dishwashers and air conditioning compressors, shall be operable, and operated, in their intended and recommended manner. Thermostats serving any Unit shall be maintained at not lower than sixty (60) degrees Fahrenheit, and the Co-Owner shall implement such other reasonable precautionary maintenance measures with respect to his Unit and the Limited Common Elements appurtenant or assigned to the Unit as the Board of Directors from time to time shall require. If a Co-Owner fails to properly maintain, repair or replace an item for which he or she has maintenance and repair responsibility under the terms of the Master Deed, these Bylaws or any other Condominium Document, the Association may, in the sole discretion of the Board of Directors, perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-Owner of its intent to do so (except in the case of an emergency repair, in which event the Association may proceed without prior notice) and assess the costs thereof to the Co-Owner as provided in Section 17 below. The right of the Association to perform such maintenance, repair and replacement shall not be deemed an obligation of the Association, but, rather, is in the sole discretion of the Board. Each Co-Owner, and all persons occupying or visiting his Unit, also shall use due care to avoid damaging other Units and the Common Elements, including, but not limited to, the telephone, water, plumbing, air conditioning compressors, electrical or other utility conduits and systems and any Limited Common Elements appurtenant, assigned to or which may affect another Unit.

Each Co-Owner shall be responsible for any damages and costs to the Association, and/or to any other Co-Owner(s), as the case may be, which result from the improper or insufficient performance of any of the Co-Owner's maintenance or repair responsibilities, or from any failure of the Co-Owner, or of any occupant, guest, tenant, land contract purchaser, agent or invitee, to use due care to avoid damaging another Unit or any Common Element, unless, in the case of damage to a Common Element, only, such damages or costs are covered by insurance carried by the Association and the Association's coverage is primary coverage, in which case the Co-Owner's responsibility shall be limited to the amount payable under any coverage carried by the Co-Owner which is secondary coverage plus, if full reimbursement to the Association is excluded by virtue of a deductible provision, the deductible amount under the Association's insurance coverage. Any such costs or damages to the Association or to other Co-Owners, as the case may be, may be assessed to and collected from the responsible Co-Owner in the manner provided in Article II hereof. The Co-Owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. Restrictions not Applicable to the Association. None of the restrictions contained in this Article VI shall apply to the activities 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.

Section 16. Telephone Numbers of Occupants of Units. Upon the request of the Association, the telephone numbers of all occupants of Condominium Units shall be supplied to the Association.

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

Section 18. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth in the Condominium Documents, as they may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the Condominium by Developer. Developer shall restore the areas so used upon termination of such use. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Co-Owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer 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. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

ARTICLE VII
MORTGAGES

Section 1. Notice to Association. Any Co-Owner who mortgages his/her Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-Owner of such Unit to the holder of any first mortgage covering such Unit. The Association shall also give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in

the performance of the obligations of the Co-Owner of such Unit that is not cured within sixty (60) days.

Section 2. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage. The Association promptly shall notify each holder of a first mortgage lien on any Unit in the event of the lapse, cancellation or material modification of any insurance policy maintained by the Association.

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

ARTICLE VIII
VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-Owner shall be entitled to one (1) vote for each Condominium Unit owned. Voting shall be by number except in those instances when voting is specifically required to be both in number and in value by the Association.

Section 2. Eligibility to Vote. No Co-Owner shall be entitled to vote at any meeting of the Association until he/she has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. 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, by a proxy given by such individual representative, or by a written absentee ballot as provided in Section 5 below.

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, sign petitions and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-Owner, and the name, address and telephone number of each person, firm, corporation, limited liability company, limited liability partnership, 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, but the designation of a non-Co-Owner as a designated voting representative shall not entitle that non-Co-Owner to serve as an officer or director of the Association, unless otherwise permitted under these Bylaws.

Section 4. Quorum. The presence in person or by proxy of twenty-five (25%) percent of the Co-Owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the members of the Association, except for

voting on questions specifically provided herein to require a different quorum. There shall be no quorum requirement for the First Annual Meeting. Except as provided to the contrary in Article III of these Bylaws, the written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast. Except as provided to the contrary in Article III of these Bylaws, any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 6 below, shall also be counted in determining the necessary quorum.

Section 5. Casting Votes. Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. An in person vote may also be cast by any person entitled to vote who is participating in a meeting by remote communication, as provided in Article IX, Section 6 below. Proxies and any absentee ballots must be filed with the Secretary of the Association, or such other person as the Association shall designate, at or before the appointed time of each meeting of the members of the Association. At or before the appointed time of each meeting, proxies and absentee ballots may be sent by U.S. Mail, hand delivered, or may be electronically transmitted in any such manner authorized by the Association which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and which may be directly reproduced in paper form by the Association through an automated process. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than fifty (50%) percent, in number, of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-Owners.

ARTICLE IX
MEETINGS

Section 1. Place of Meeting. Meetings of the Association shall be held at such suitable place convenient to the Co-Owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order, or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section. The First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co- owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit, whichever is the earlier to occur. There shall be no quorum requirement for the First Annual Meeting. 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 ten (10) days written notice thereof shall be given to each Co-Owner's individual representative. The phrase "Units that may be created" as used in this Section 2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 3. Annual Meetings. There shall be an annual meeting of members of the Association which shall be held during the month of March, at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-Owners, a Board of Directors in accordance with the requirements of 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. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-Owners, in number, presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-Owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-Owner is a resident of the Unit. Electronic transmission of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process. 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. Participation by Remote Communication. If the Board of Directors decides to permit member participation at a meeting of members by remote communication, the Association shall first implement reasonable measures to: (i) verify that each person considered present and permitted to vote by means of remote communication is a member of the Association; (ii) provide each member with a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (iii) maintain a record of any remote communication vote or other action taken by the participant(s). Provided all of the conditions in the preceding sentence are met, any or all Co-

Owners may participate in and vote at a meeting of the members of the Association by remote communication provided that: (i) the notice of the meeting includes a description of the means of remote communication that will be used; (ii) all persons participating in the meeting may hear each other; (iii) all participants are advised of the means of remote communication in use; and (iv) the names of all participants in the meeting are divulged to all participants. Participation in a meeting pursuant to this Section shall constitute presence in person at the meeting. A member permitted to be present and vote by remote communication at a meeting of members may be present and vote by that means of remote communication at any adjourned meeting of members. If a meeting is held solely by means of remote communication, a complete listing of the members entitled to vote at membership meetings shall be open for examination by any member and posted during the entire meeting on a reasonably accessible electronic network, and the notice of the meeting shall contain the information necessary to access the list.

Section 7. 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 forty-eight (48) hours from the time the original meeting was called to attempt to obtain a quorum. A member permitted to be present and vote by remote communication at a meeting of members, as provided by Section 6 above, may be present and vote by that means of remote communication at any adjourned meeting of members.

Section 8. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspector of elections (at annual meetings or special meetings held for the purpose of election of directors or officers); (g) election of directors (at annual meetings or special meetings held for such a 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 9. Action Without Meeting. Any action which may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members. Written consents may be solicited in the same manner as provided in Section 5 above for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted. Such a consent may be transmitted electronically in any such manner authorized by the Association, which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Association, and which may be directly reproduced in paper form by the Association through an automated process, and which shall contain information from which it can be determined by the Association that it

was duly transmitted by the member, or by a person authorized to act for the member, and it shall include the date on which it was transmitted, which shall be the date on which consent was signed for purposes of the vote. The electronic transmission shall be reproduced in paper form and delivered by hand or by mailing to the Association at its principal office, or to an officer or agent of the Association, in order to be counted.

Section 10. Consent of Absentees. The transactions of any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, 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 11. 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 to truthfully 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 (1) year after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-Owners. The Committee shall be established in any manner Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-Owners and to aid in the transition of control of the Association from Developer to purchaser Co-Owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-Owners. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI
BOARD OF DIRECTORS

Section 1. Qualifications of Directors. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association. Good standing shall be deemed to include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. If a member of the Association is a partnership, corporation or limited liability company, then any partner or employee of the partnership, officer, director, or employee of the corporation or manager, member or employee of the limited liability company shall be qualified to serve as a director. Directors shall serve without compensation.

Section 2. Number and Election of Directors. The Board of Directors shall be comprised of three (3) Directors. At such time as the non-Developer Co-Owners are entitled to elect two (2) members of the Board of Directors in accordance with Section 3 below, the Board of Directors shall automatically be increased from three (3) to five (5) persons.

At such time as the Board of Directors is increased in size to five (5) persons, all Directors must be Co-Owners, or officers, partners, trustees or employees of Co-Owners that are entities. At said next annual meeting of members, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting of the Association held after said next annual meeting, either three (3) or two (2) directors shall be elected, depending upon the number of directors whose terms expire. The term of office of each director shall be two years (except of the two (2) directors elected at said next annual meeting of members whose terms shall be for one (1) year for that year only to effectuate the staggering of terms). The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. Election of Directors.

(a) First Board of Directors. Until such time as the non-Developer Co-Owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) Appointment of Non-developer Co-Owner to Board prior to First Annual Meeting. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-Owners. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-Owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-Owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-Owners, unless he is removed pursuant to Section 8 of this Article XI, or the Director resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-Owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-Owners shall elect all of the Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Condominium or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Condominium. Whenever the seventy-five (75%) percent conveyance

level is achieved, a meeting of Co-Owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-Owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, 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 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 Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 3(b) or 3(c)(1) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection 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 Section 3(c)(2) above, 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 Section 3(b) 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, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in Article XI, Section 3(c)(1) above.

(4) At the first Annual Meeting two (2) Directors shall be elected for a term of two (2) years and one (1) Director shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the two (2) persons receiving the highest number of votes shall be elected for a term of two (2) years and the other person shall be elected for term of one (1) year. At each subsequent Annual Meeting, either one (1) or two (2) Directors shall be elected or, following the increase in the number of Directors under Article XI, Section 2 above, two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 4. Powers and Duties. All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. 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, including, without limitation, having easement rights to, through, over, and under the Limited Common Elements and the Condominium Units for the exercise of its maintenance functions.

Section 5. Other Duties. In addition to the foregoing duties imposed by these Bylaws or any further duties which may be imposed by resolution of the members of the Association, the Board of Directors shall be responsible specifically for the following:

(a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.

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

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

(d) To rebuild improvements after casualty.

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

(f) To 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; provided, however, that the purchase of any Unit in the Condominium for use by a resident manager shall be approved by an affirmative vote of more than sixty (60%) percent of all Co-Owners, in number and in value.

(g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that any such action shall also be approved by affirmative vote of more than sixty (60%) percent of all Co-Owners. This sixty (60%) percent approval requirement shall not apply to sub-paragraph (h) below.

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

(i) To borrow money and issue evidences of indebtedness in furtherance of any and 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 more than sixty (60%) percent of all Co-Owners, unless same is a letter of credit and/or appeal bond for litigation, or unless same is for a purchase of personal property with a value of $5,000.00 or less.

(j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 10 of these Bylaws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.

(k) 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 by the Condominium Documents required to be performed by the Board.

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

Section 6. Management Agent. The Board of Directors may employ for the Association a professional management agent (which shall not be a Co-Owner or resident or affiliated with a Co-Owner or resident) at a 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 4 and 5 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 in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party. This Section shall not be construed to preclude the hiring of a resident manager.

Section 7. Vacancies. Vacancies in the Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall serve until the next annual meeting of members, at which the Co-Owners shall elect a director to serve the balance of the term of such directorship.

Section 8. Removal by Co-Owners. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Co-Owners, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-Owners shall be given an opportunity to be heard at the meeting.

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

Section 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 Board of Directors, but at least two (2) 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 hand delivery, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director and which may be directly reproduced in paper form by the director through an automated process.

Section 11. Special Meetings. Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, hand delivered, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the director, and which may be directly reproduced in paper form by the director through an automated process. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

Section 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 meeting of the Board shall be deemed a waiver of notice by the director 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 members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those persons present may adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing

and concurring in the minutes thereof shall constitute the presence of such director for purposes of determining a quorum.

Section 14. Attendance at Board of Directors' Meetings by Members; Privileged Minutes. The Board of Directors, in its sole discretion, may permit members of the Association to attend such portions of any meeting of the Board of Directors as it so designates. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, however, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, common law, the Michigan Rules of Evidence, or the Michigan Court Rules.

Section 15. Action by Written Consent. Any action permitted to be taken by the Board of Directors at a meeting of the Board shall be valid if consented to by all of the members of the Board of Directors either in writing or by electronic transmission given in any such manner authorized by the Board which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Board, and which may be directly reproduced in paper form by the Board through an automated process. The written consents must be filed with the minutes of the proceeding of the Board of Directors. The consent has the same effect as a vote of the member(s) of the Board of Directors for all purposes.

Section 16. Participation in a Meeting by Remote Communication. A director may participate in a meeting by conference telephone or other means of remote communication by which all persons participating in the meeting can communicate with each other. Participation in a meeting pursuant to this Section constitutes presence at the meeting.

Section 17. 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, Secretary and a Treasurer. Both the President and the Vice-President must be members of the Association; other officers may, but need not be, members of the Association. Any members serving as officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of more than sixty (60%) percent of all Co-Owners in number and in value.

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

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

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

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

Section 8. 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. The nonprivileged Association books, records, and contracts concerning the administration and operation of the Condominium shall be open for inspection by the Co-Owners and their mortgagees during reasonable working hours, subject to such reasonable inspection procedures as may be established by the Board of Directors from time to time. 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 which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request. The books of account shall be reviewed or audited at least annually by an independent accountant; however, the audit need not 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 financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The cost of any such review or 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. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. Depositories. The funds of the Association shall be initially deposited in such bank, savings association or money market accounts as may be approved by the Board of 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 banks or savings associations as are insured by the Federal Deposit Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE XV
INDEMNIFICATION OF OFFICERS AND DIRECTORS; DIRECTORS' AND OFFICERS' INSURANCE

Section 1. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon the director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the director or officer may be a party or in which he/she may become involved by reason of his/her being or having been a director or officer of the Association, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the director's or officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-Owners thereof.

Section 2. Directors' and Officers' Insurance. The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

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 by one-third (1/3) or more, in number, of the Co-Owners or by an instrument in writing signed by them.

Section 2. Meeting. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of these Bylaws, except as may be permitted by Article IX, Section 9 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, or as permitted by Article IX, Section 9 hereinabove, by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all Co-Owners entitled to vote as of the record date for such votes. To the extent required by Section 90a(9) of the Act, wherever a proposed amendment of these Bylaws would alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds percent (66 2/3 %) of all first mortgagees of record allowing one vote for each first mortgage held.

Section 4. Mortgagee Approval Requirement. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, these Bylaws shall be construed to reserve to the Co-Owners the right to amend these Bylaws without the consent of mortgagees if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to these Bylaws is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the first mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-Owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act. All notices of amendments, and ballots, sent to first mortgagees shall be delivered by certified mail, return receipt requested.

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

ARTICLE XVII
COMPLIANCE

The Association of Co-Owners and all present or future Co-Owners, tenants, land contract purchasers, or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and shall comply with the Act, as amended, and with the Condominium Documents, and the mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall

signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern. In the event any provision of these Bylaws conflicts with any provision of the Master Deed, the provisions of the Master Deed 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. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where same would be appropriate; similarly, whenever a reference is made herein to the singular, a reference shall also be included to the plural where the same would be appropriate.

ARTICLE XIX
REMEDIES

Section 1. Relief After Default. In the event of a default by a Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest in its compliance with any of the terms or provisions of the Condominium Documents, including any of the rules or regulations promulgated by the Board of Directors of the Association thereunder, or of the Act:

(a) Legal Action. The Association or, if appropriate, any aggrieved Co-Owner or Co-Owners, may commence and prosecute against the Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest, as applicable, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof.

(b) Removal and Abatement. The Association, or its duly authorized agents, may, in addition to the rights set forth above, enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-Owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest arising out of the exercise of its removal and abatement power authorized herein.

(c) Assessment of Fines. The Association may assess a monetary fine for each such violation against the responsible Co-Owner. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof has been given to all Co-Owners in the same manner as prescribed in Article VI, Section 10 of these Bylaws. Thereafter, fines may be assessed only upon notice to the responsible Co-Owner and an opportunity for such Co-Owner to appear before the Board no less than seven (7) days from the date of the notice and offer

evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

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

Section 3. Recovery of Costs and Attorney's Fees. The Association shall be entitled to recover from the responsible Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest, the pre-litigation costs and attorney fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. A Co-Owner, if successful in suing another Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest, shall be entitled to recover from the responsible Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest the costs and attorney's fees incurred in obtaining any of their compliance with the Condominium Documents and the Act. The Association shall have no responsibility to collect or enforce any judicial or administrative orders against or obtained by a Co-Owner against another Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest. In any proceeding, including an appeal, bankruptcy or probate, arising because of an alleged default by a Co-Owner, lessee, tenant, nonCo-Owner resident and/or guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-Owner be entitled to recover such costs and/or attorney fees from the Association. The Association, if successful, also shall be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter asserted against the Association from the Co-Owner asserting the claim, counterclaim or other matter, but in no event shall any Co-Owner be entitled to recover such costs and/or attorney's fees from the Association. In any proceeding initiated against the Association by a Co-Owner, tenant, nonCo-Owner occupant who is not in default of the Condominium Documents in which the Association is successful, the Association shall be entitled to recover the costs and attorney's fees incurred in defending the matter; however, in the absence of a statute or court rules to the contrary, the Co-Owner, tenant or nonCo-Owner occupant shall not be entitled to recover any costs or attorney's fees from the Association.

Section 4. Cumulative Rights, Remedies, and Privileges. All rights, remedies and privileges granted to the Association or to any aggrieved Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents, or by law, 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 5. 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
SEVERABILITY

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

ARTICLE XXI
ARBITRATION

Section 1. Scope and Election. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-Owners, or between a Co-Owner or Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances, and written notice to the Association, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article XXI, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

REPLAT NO. 1 TO THE AMENDED AND RESTATED MASTER DEED OF WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NUMBER 1039 EXHIBIT B TO THE MASTER DEED OF

The Ravines of Plymouth

PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN

LEGAL DESCRIPTION - CURRENT DEVELOPMENT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 334.50 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 226.30 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 206.86 FEET; THENCE NORTH 74 DEGREES 16 MINUTES 44 SECONDS EAST, 47.96 FEET; THENCE 57.90 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING SOUTH 45 DEGREES 20 MINUTES 26 SECONDS EAST, 55.35 FEET; THENCE SOUTH 74 DEGREES 57 MINUTES 36 SECONDS EAST, 174.13 FEET; THENCE SOUTH 15 DEGREES 02 MINUTES 45 SECONDS WEST, 200.83 FEET TO THE POINT OF BEGINNING.

CONTAINING 50,111 SQ. FT. OR 1.15 ACRES.

LEGAL DESCRIPTION - FUTURE DEVELOPMENT AREA

PART OF THE NORTHEAST 1/4 OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE EAST 1/4 CORNER OF SECTION 26, T1S, R8E, PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, AND PROCEEDING THENCE ALONG THE EAST LINE OF SAID SECTION 26, N01°03'04"W 699.47 FEET; THENCE ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD THE FOLLOWING TWO COURSES: NORTH 75 DEGREES 43 MINUTES 00 SECONDS WEST, 229.42 FEET AND NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 260.79 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTHERLY LINE OF PLYMOUTH ROAD NORTH 74 DEGREES 55 MINUTES 00 SECONDS WEST, 73.70 FEET; THENCE NORTH 15 DEGREES 02 MINUTES 45 SECONDS EAST, 200.83 FEET; THENCE NORTH 74 DEGREES 57 MINUTES 36 SECONDS WEST, 174.13 FEET; THENCE 57.90 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, RADIUS OF 56.00 FEET, CENTRAL ANGLE OF 59 DEGREES 14 MINUTES 20 SECONDS, CHORD BEARING NORTH 45 DEGREES 20 MINUTES 26 SECONDS WEST, 55.35 FEET; THENCE SOUTH 74 DEGREES 16 MINUTES 44 SECONDS WEST, 47.96 FEET; THENCE ALONG THE EASTERLY LINE OF THE MIDDLE ROUGE PARKWAY NORTH 04 DEGREES 41 MINUTES 46 SECONDS EAST, 415.03 FEET; THENCE SOUTH 74 DEGREES 55 MINUTES 00 SECONDS EAST, 412.13 FEET; THENCE SOUTH 15 DEGREES 05 MINUTES 00 SECONDS WEST, 611.70 FEET TO THE POINT OF BEGINNING.

CONTAINING 167,695 SQ. FT. OR 3.85 ACRES.

NOTE

THIS CONDOMINIUM SUBDIVISION PLAN IS NOT REQUIRED TO CONTAIN DETAILED PROJECT DESIGN PLANS PREPARED BY THE APPROPRIATE LICENSED DESIGN PROFESSIONAL. SUCH PROJECT DESIGN PLANS ARE FILED, AS PART OF THE CONSTRUCTION PERMIT APPLICATION, WITH THE ENFORCING AGENCY FOR THE STATE CONSTRUCTION CODE IN THE RELEVANT GOVERNMENTAL SUBDIVISION. THE ENFORCING AGENCY MAY BE A LOCAL BUILDING DEPARTMENT OR THE STATE DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS.

ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2.

DEVELOPER

LIVONIA BUILDERS GRANDOVER PARK, LLC
4952 DEWITT ROAD
CANTON TOWNSHIP, MI 48188

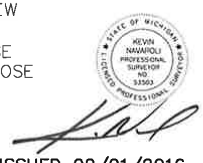
SURVEYOR

NOWAK AND FRAUS ENGINEERS
46777 WOODWARD AVE.
PONTIAC, MICHIGAN 48342-5032
PHONE: (248) 332-7931
FAX: (248) 332-8257
WEB: WWW.NOWAKFRAUS.COM

INDEX

NOTE

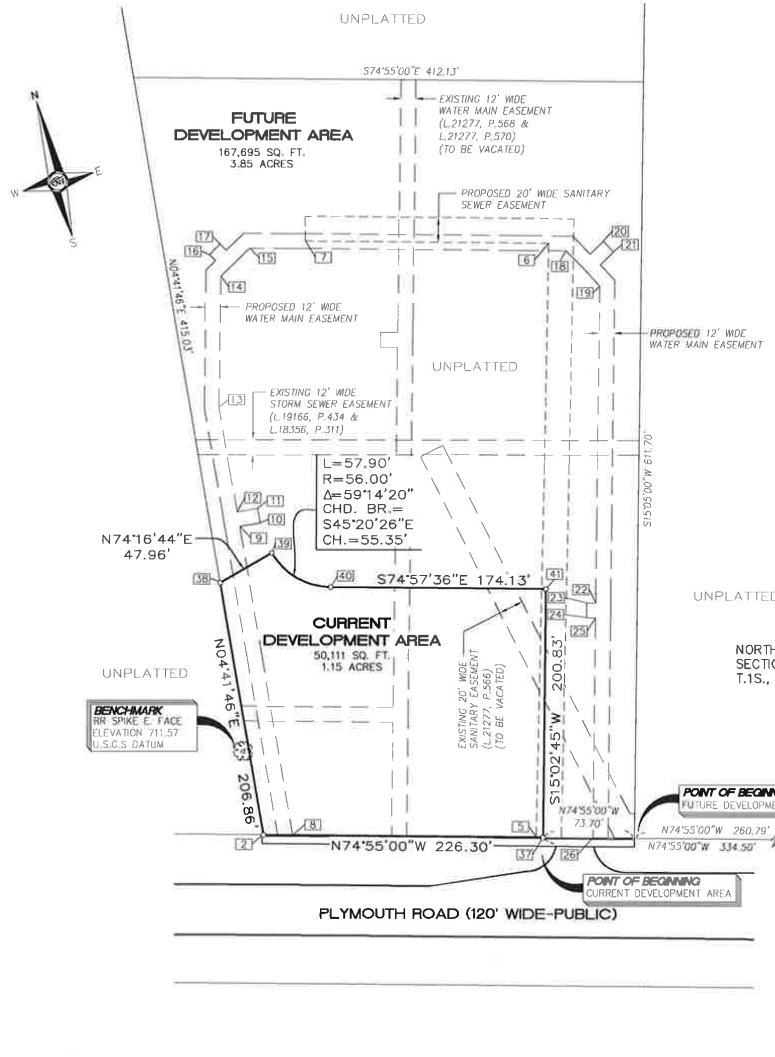
THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES NEW OR AMENDED DRAWINGS WHICH ARE DATED: 02/01/2016. THESE DRAWINGS ARE TO REPLACE THOSE PREVIOUSLY RECORDED.



TITLE SHEET

PROPOSED 02/01/2016

ISSUED 02/01/2016
JOB No. D301-03
SHEET No. 1



NOTE

ALL BEARINGS ARE IN RELATION TO THE EAST LINE OF SECTION 26 PER WARRANTY DEED RECORDED IN LIBER 3440, PAGE 272, WAYNE COUNTY RECORDS. (N,01°03'04"W.)

SUBJECT TO THE TERMS AND CONDITIONS OF THE "DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE" RECORDED IN LIBER 52713, PAGE 171, WAYNE COUNTY RECORDS. SEE SHEET 3 FOR INGRESS/EGRESS EASEMENT LOCATION.

FLOOD HAZARD NOTE

THIS PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA AS INDICATED BY THE FLOOD INSURANCE RATE MAP (FIRM) MAP NUMBER 26163C0039E EFFECTIVE DATE: FEBRUARY 2, 2012.

LEGEND

MONUMENT CONSISTING OF 1/2" DIA. STEEL ROD, ENCASED IN 4" DIA. CONCRETE, 36" LONG, ARE SET AT ALL POINTS MARKED "o".

LOCATION MAP
NOT TO SCALE

SURVEYOR'S CERTIFICATE

I, KEVIN NAVAROLI, PROFESSIONAL LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1039 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED AS SHOWN, THAT THE REQUIRED MONUMENTS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED, THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

KEVIN NAVAROLI P.S. No. 53503 DATE: 02/01/2016

NOWAK & FRAUS ENGINEERS
46777 WOODWARD AVENUE
PONTIAC, MI 48342-5032

0' 40' 160'
20' 80'
GRAPHIC SCALE
1" = 40'

SURVEY PLAN

PROPOSED 02/01/2016

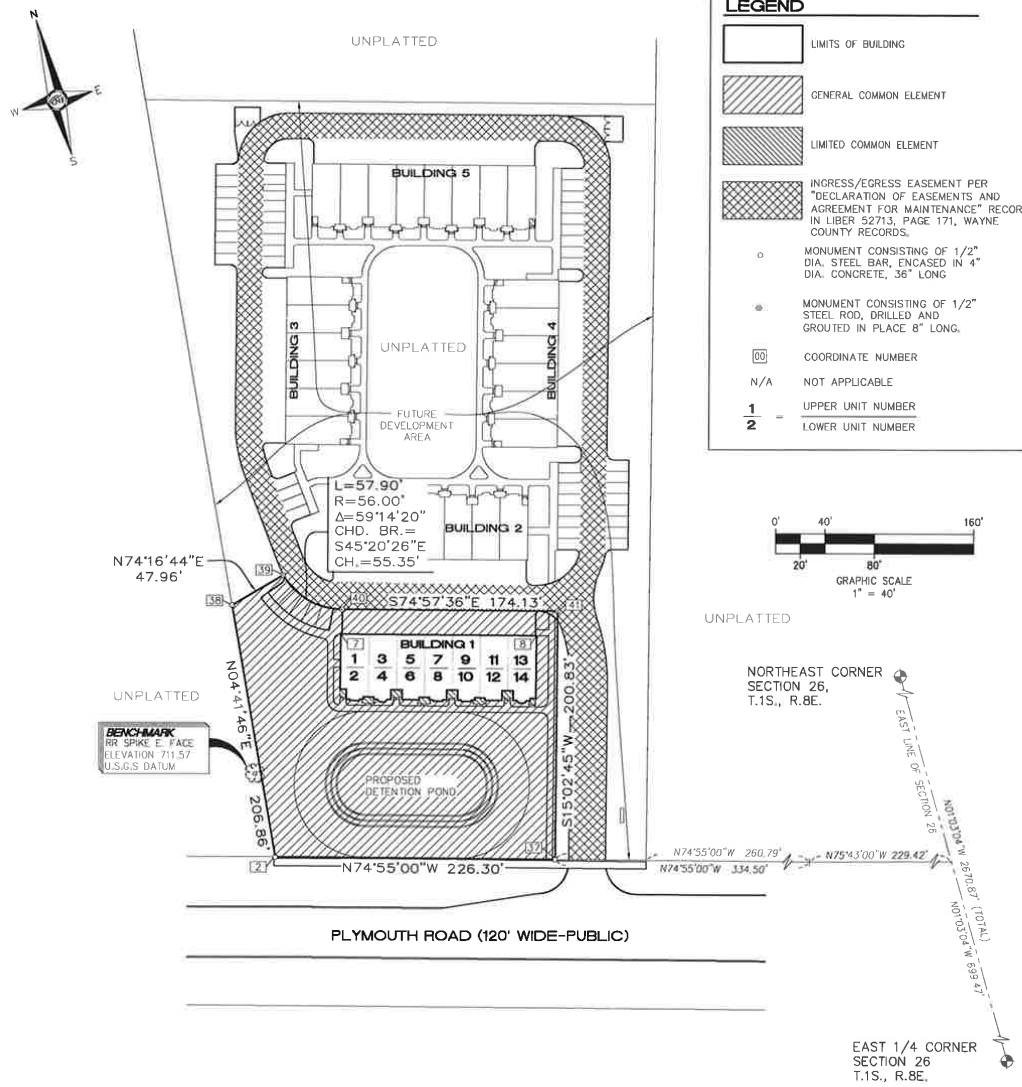
NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

The Ravines of Plymouth

SEAL

KEVIN NAVAROLI PROFESSIONAL SURVEYOR NO. 53503 STATE OF MICHIGAN LICENSED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 02/01/2016
SCALE: 1" = 40'
NFE JOB NO. D301-03
SHEET NO. 2



LEGEND

- LIMITS OF BUILDING
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- INGRESS/EGRESS EASEMENT PER "DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE" RECORDED IN LIBER 52713, PAGE 171, WAYNE COUNTY RECORDS.
- ○ MONUMENT CONSISTING OF 1/2" DIA. STEEL BAR, ENCASED IN 4" DIA. CONCRETE, 36" LONG
- ● MONUMENT CONSISTING OF 1/2" STEEL ROD, DRILLED AND GROUTED IN PLACE 8" LONG.
- [00] COORDINATE NUMBER
- N/A NOT APPLICABLE
- 1/2 – UPPER UNIT NUMBER / LOWER UNIT NUMBER

0' 40' 160'
20' 80'
GRAPHIC SCALE
1" = 40'

UNIT DATA TABLE

UNIT NO.	BUILDING NO.	UNIT TYPE	BASEMENT FLOOR ELEVATION	FIRST FLOOR ELEVATION	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
1	1	B	N/A	718.00	723.42	732.74
2	1	A	709.08	718.00	727.33	N/A
3	1	D	N/A	718.00	723.42	732.74
4	1	C	709.08	718.00	727.33	N/A
5	1	D	N/A	718.00	723.42	732.74
6	1	E	709.08	718.00	727.33	N/A
7	1	G	N/A	718.00	723.42	732.74
8	1	F	709.08	718.00	727.33	N/A
9	1	G	N/A	718.00	723.42	732.74
10	1	F	709.08	718.00	727.33	N/A
11	1	D	N/A	718.00	723.42	732.74
12	1	E	709.08	718.00	727.33	N/A
13	1	D	N/A	718.00	723.42	732.74
14	1	C	709.08	718.00	727.33	N/A

NOTES

1. INFORMATION AS SHOWN HAS BEEN OBTAINED FROM ARCHITECTURAL PLANS PREPARED BY: ALEXANDER V. BOGAERTS + ASSOCIATES, P.C. DATED 09-10-2015 AND RECEIVED BY NOWAK & FRAUS P.L.L.C. ON 07-27-2015.
2. UNITS 1 THROUGH 14, AND ALL UTILITIES, ROADS AND DRIVES REQUIRED TO SERVICE SAID UNITS "MUST BE BUILT". UNITS 15 THROUGH 68 HAVE BEEN INTENTIONALLY DELETED.
3. ALL UNITS AND COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE IX OF THE MASTER DEED.
4. ALL GARAGES, PORCHES, AND BALCONIES ARE DESIGNATED AS LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT WHICH THEY SERVE.
5. SUBJECT TO THE TERMS AND CONDITIONS OF THE "DECLARATION OF EASEMENTS AND AGREEMENT FOR MAINTENANCE" RECORDED IN LIBER 52713, PAGE 171, WAYNE COUNTY RECORDS.

COORDINATE TABLE

NO.	NORTHING	EASTING
2	5078.07	4710.33
5	5020.55	4923.74
6	5483.73	5052.70
7	5534.99	4862.54
8	5071.92	4733.15
9	5324.35	4753.89
10	5322.99	4770.49
11	5334.95	4771.48
12	5336.31	4754.87
13	5422.13	4761.92
14	5524.52	4789.42
15	5540.72	4817.56
16	5543.84	4784.78
17	5549.83	4795.18
18	5474.26	5064.82
19	5439.65	5084.04
20	5474.10	5095.65
21	5463.70	5101.64
22	5192.03	5017.30
23	5193.93	5010.31
24	5182.34	5007.19
25	5180.45	5014.18
26	5008.66	4967.88
27	5239.22	4806.78
28	5198.18	4959.53
37	5019.18	4928.83
38	5284.23	4727.27
39	5297.22	4773.43
40	5258.31	4812.80
41	5213.13	4980.97

SITE PLAN

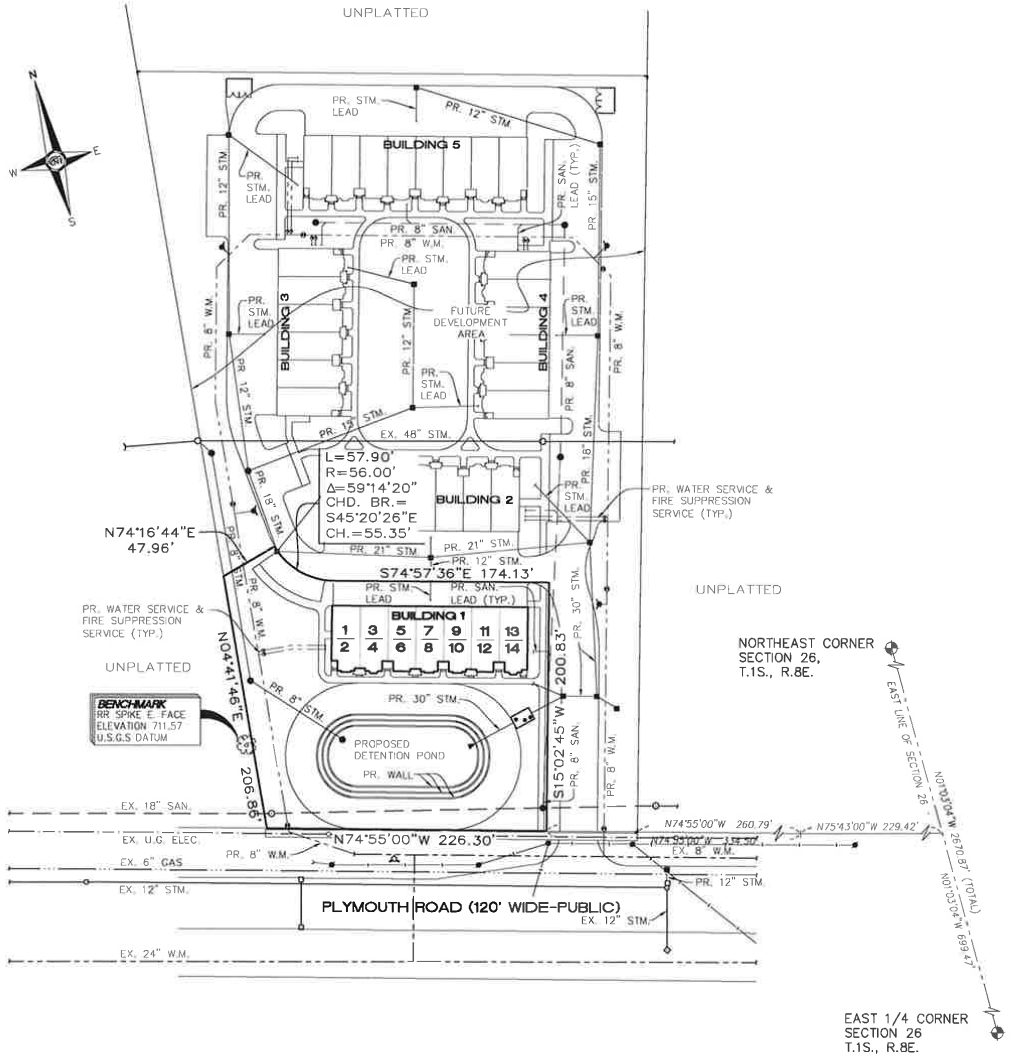
PROPOSED 02/01/2016

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

SEAL
KEVIN NAVAROLI PROFESSIONAL SURVEYOR NO. 53503 LICENSED PROFESSIONAL SURVEYOR
STATE OF MICHIGAN

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 02/01/2016
SCALE: 1" = 40'
NFE JOB NO. D301-03
SHEET NO. 3



LEGEND

HYDRANT GATE VALVE STOP BOX	PROPOSED WATER MAIN (W.M.)
CLEAN OUT C/O	PROPOSED STORM SEWER (STM.)
MANHOLE CATCH BASIN	PROPOSED STORM SEWER (STM.)
MANHOLE CLEAN OUT	PROPOSED SANITARY SEWER (SAN.)
	PROPOSED VORTECHS UNIT
HYDRANT GATE VALVE STOP BOX	EXISTING WATER MAIN (W.M.)
MANHOLE CATCH BASIN	EXISTING STORM SEWER (STM.)
MANHOLE	EXISTING SANITARY SEWER (SAN.)
UTILITY POLE — LIGHT POLE	OVERHEAD WIRES
	EXISTING UNDERGROUND ELECTRIC
	EXISTING GAS MAIN
EX.	EXISTING
PR.	PROPOSED

NOTES

1. ALL UNITS TO BE SERVICED WITH SANITARY SEWER AND WATER MAIN. INFORMATION AS SHOWN, OBTAINED FROM PLANS PREPARED BY NOWAK AND FRAUS P.L.L.C.
2. ALL UNITS TO BE SERVICED WITH ELECTRIC BY DTE ENERGY, TELEPHONE BY AT&T INC., GAS BY MICHIGAN CONSOLIDATED GAS COMPANY.
3. UTILITIES AS SHOWN, INDICATE APPROXIMATE LOCATIONS OF FACILITIES ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS UTILITY COMPANIES AND NO GUARANTEE IS GIVEN EITHER AS TO COMPLETENESS OR ACCURACY THEREOF. LOCATION OF ELECTRIC AND WATER METERS SHALL BE DEPICTED ON THE AS-BUILT CONDOMINIUM PLAN.
4. TELECOMMUNICATIONS, ELECTRICAL, CABLE AND GAS SERVICES TO BE WITHIN PUBLIC UTILITY EASEMENTS AS DETERMINED BY THE RESPECTIVE UTILITY COMPANY, AND SHALL BE DEPICTED ON THE AS-BUILT CONDOMINIUM PLAN.
5. UNITS 1 THROUGH 14, AND ALL UTILITIES, ROADS AND DRIVES REQUIRED TO SERVICE SAID UNITS "MUST BE BUILT", UNITS 15 THROUGH 68 HAVE BEEN INTENTIONALLY DELETED.
6. DOMESTIC WATER SERVICE LEADS ARE 2", FIRE SUPPRESSION SERVICE LEADS ARE 2", SANITARY SEWER LEADS ARE 6", STORM SEWER LEADS ARE 6".

0' 40' 160'
20' 80'
GRAPHIC SCALE
1" = 40'

UTILITY PLAN

PROPOSED 02/01/2016

NF ENGINEERS
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46777 WOODWARD AVE.
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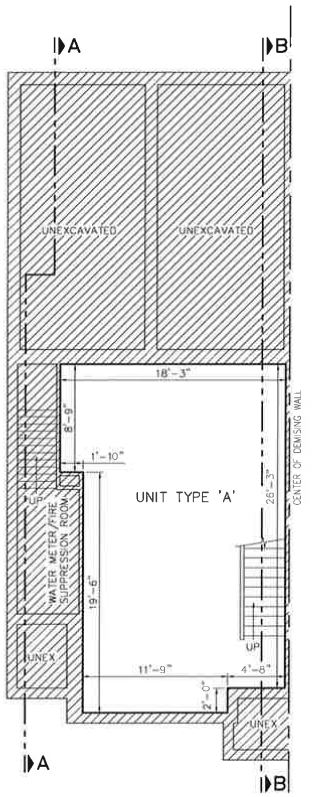
FAX. (248) 332-8257

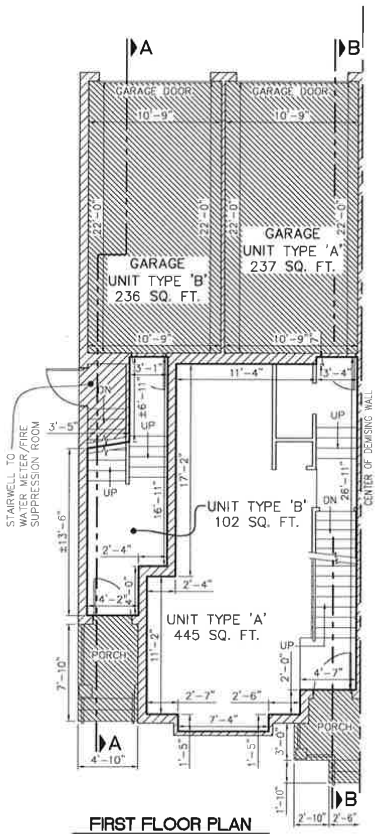
The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 53103
LICENSED PROFESSIONAL SURVEYOR

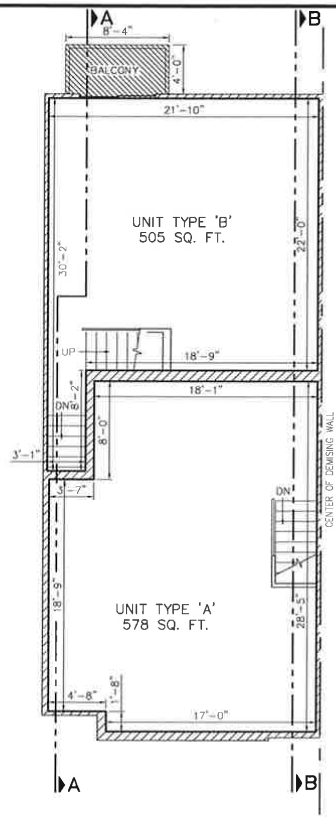
DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 02/01/2016
SCALE: 1" = 40'
NFE JOB NO. D301-03
SHEET NO. 4



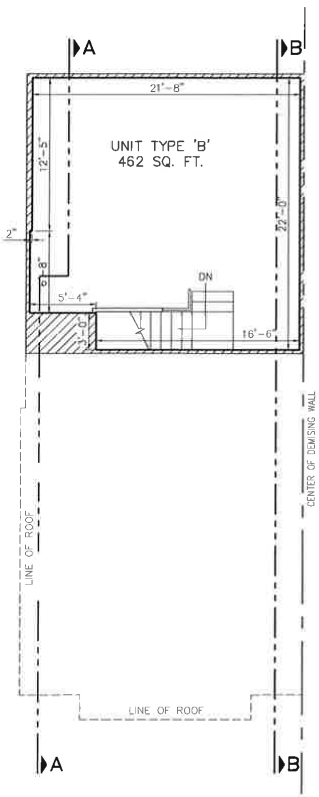
FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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6. UTILITIES SERVICING INDIVIDUAL UNITS MAY PASS THROUGH ADJACENT UNITS AND/OR LIMITED COMMON ELEMENTS.
7. FLOOR TO CEILING DIMENSIONS ARE TYPICAL FOR ALL UNITS LOCATED ON THEIR DESIGNATED FLOOR, UNLESS OTHERWISE NOTED.

0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

UNIT TYPE 'A' AND 'B' FLOOR PLANS

PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 53063
REGISTERED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFE JOB NO. D301-03
SHEET NO. 5

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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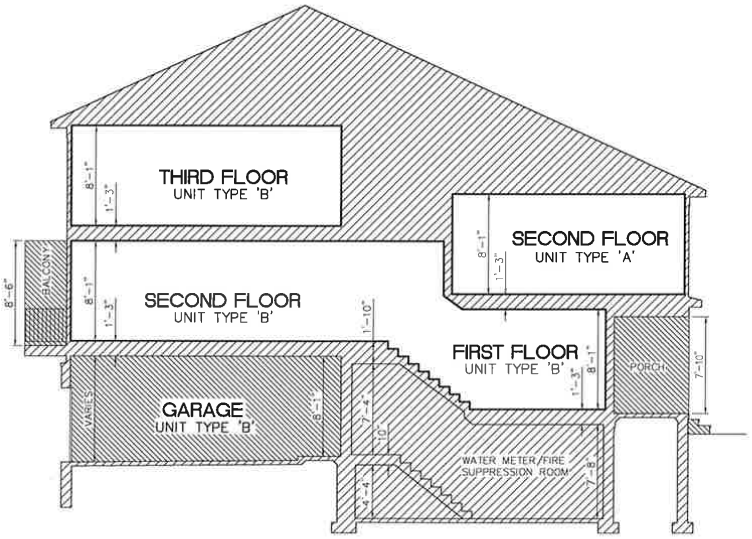
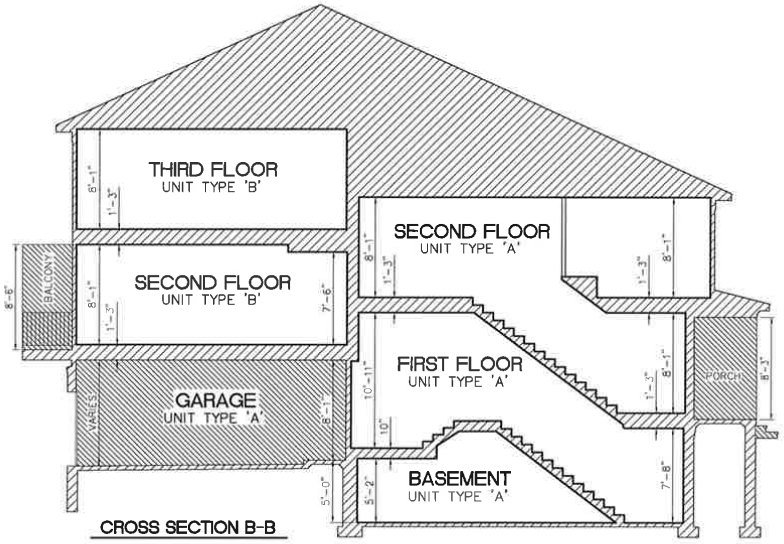


CROSS SECTION A-A



CROSS SECTION B-B

0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

CROSS SECTIONS A-A AND B-B

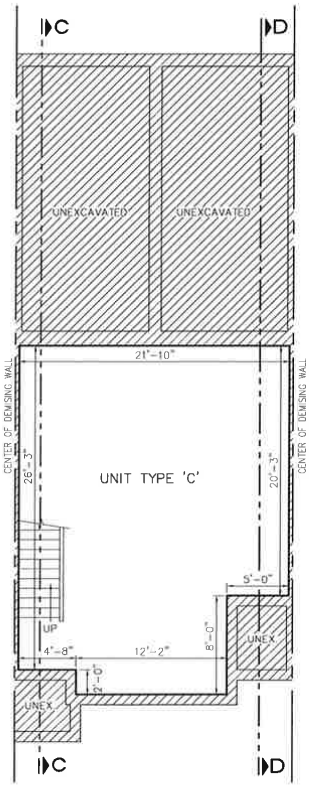
PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX (248) 332-8257

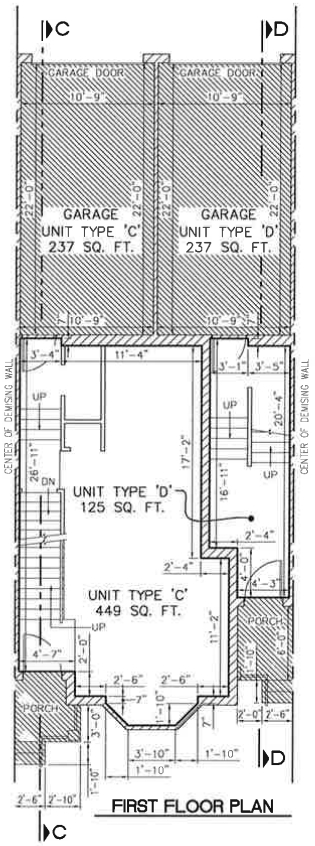
The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 33503
REGISTERED PROFESSIONAL SURVEYOR

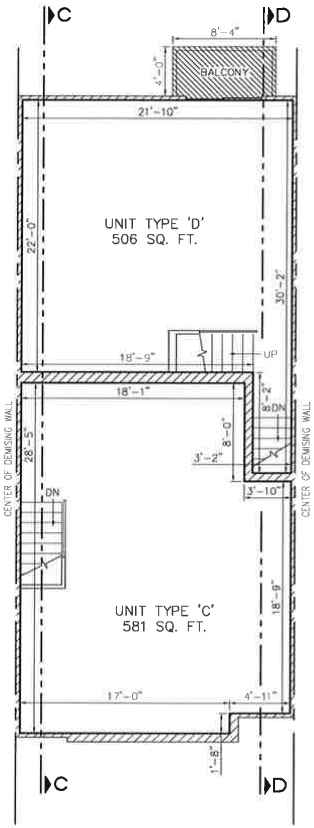
DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFE JOB NO. D301-03
SHEET NO. 6



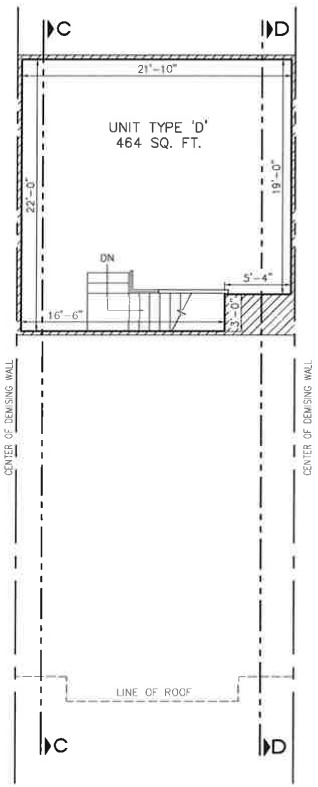
FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

UNIT TYPE 'C' AND 'D' FLOOR PLANS

PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 33503
LICENSED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFE JOB NO. D301-03
SHEET NO. 7

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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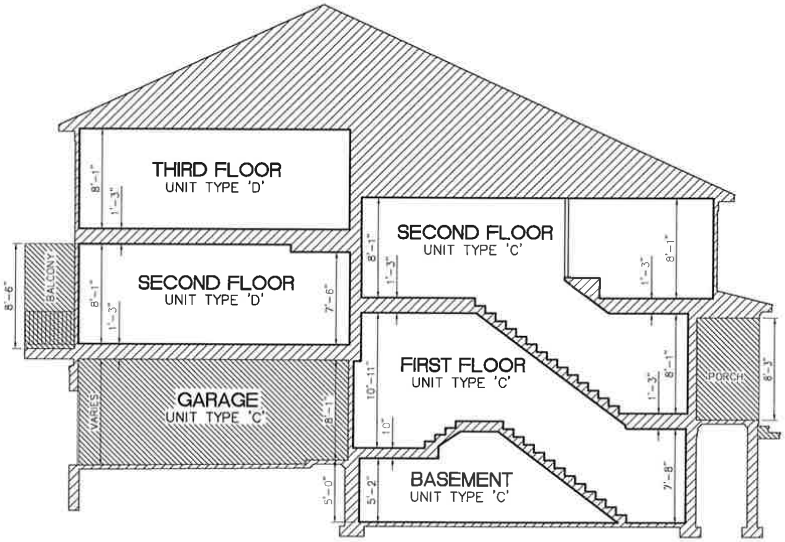
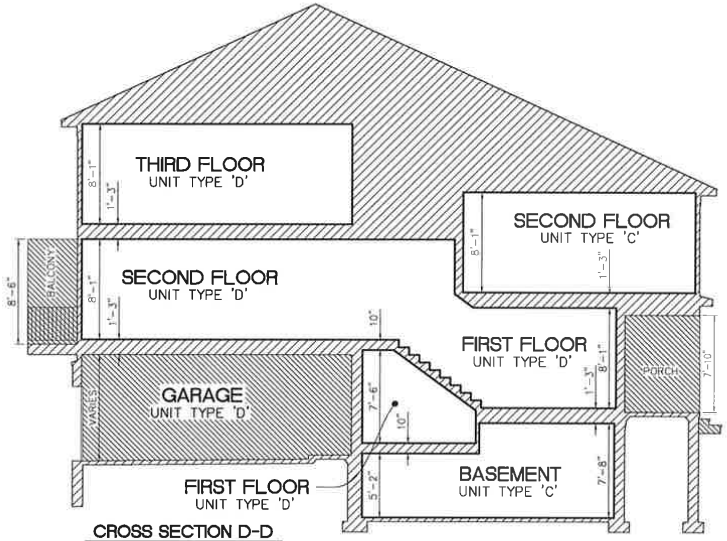


CROSS SECTION C-C



CROSS SECTION D-D

0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

CROSS SECTIONS C-C AND D-D

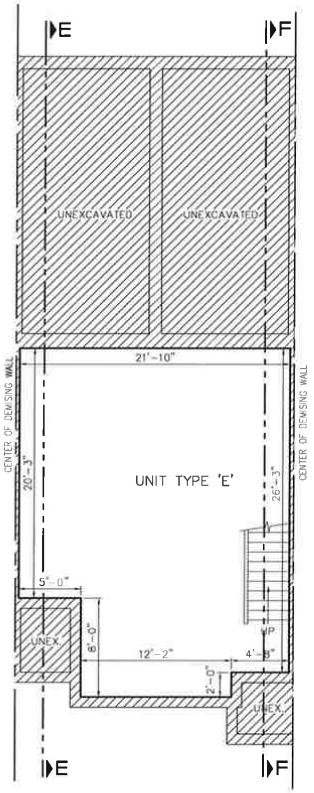
PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI. 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

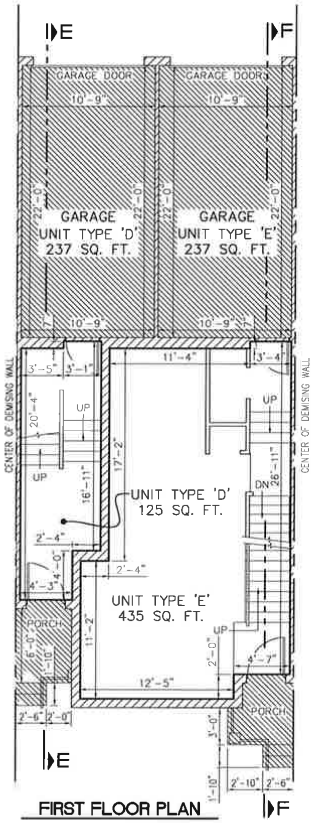
The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 53583
REGISTERED PROFESSIONAL SURVEYOR

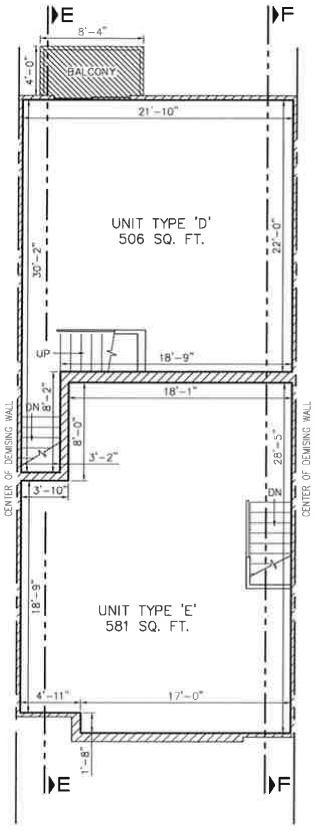
DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFE JOB NO. D301-03
SHEET NO. 8



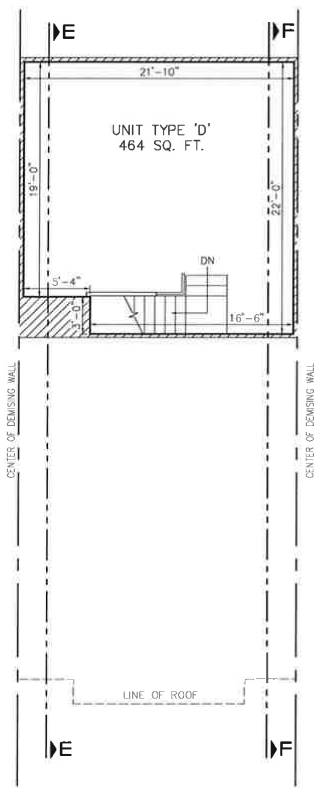
FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

UNIT TYPE 'D' AND 'E' FLOOR PLANS

PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 21503
REGISTERED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFF JOB NO. D301-03
SHEET NO. 9

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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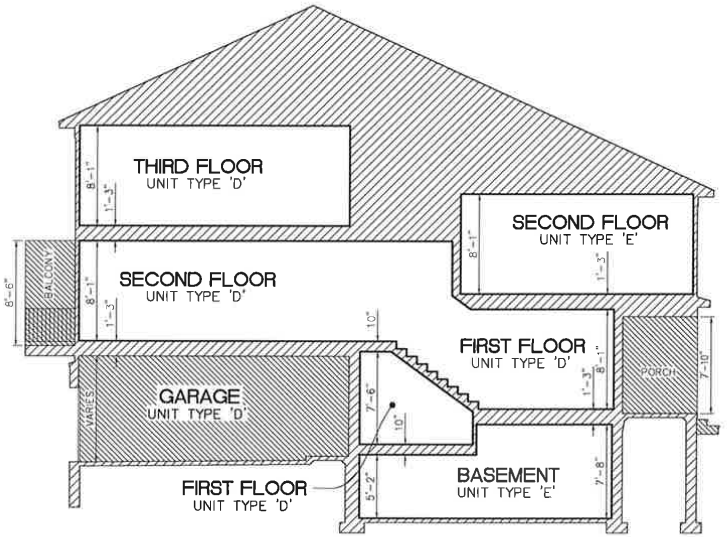
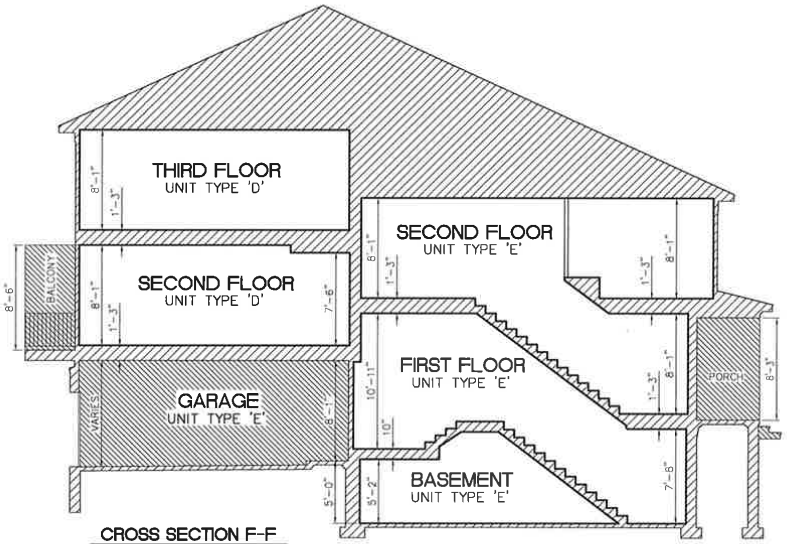


CROSS SECTION E-E



CROSS SECTION F-F

0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

CROSS SECTIONS E-E AND F-F

PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL (248) 332-7931
FAX (248) 332-8257

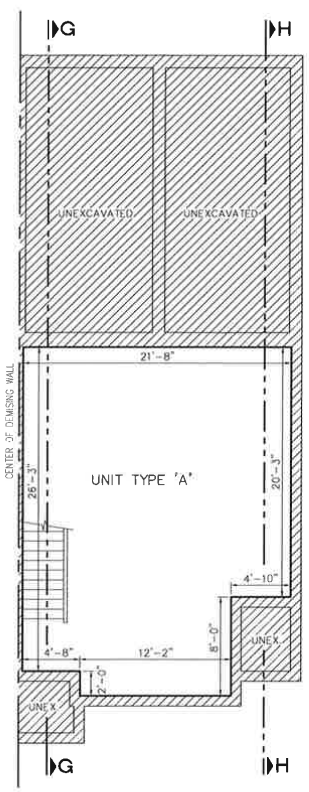
The Ravines of Plymouth

SEAL

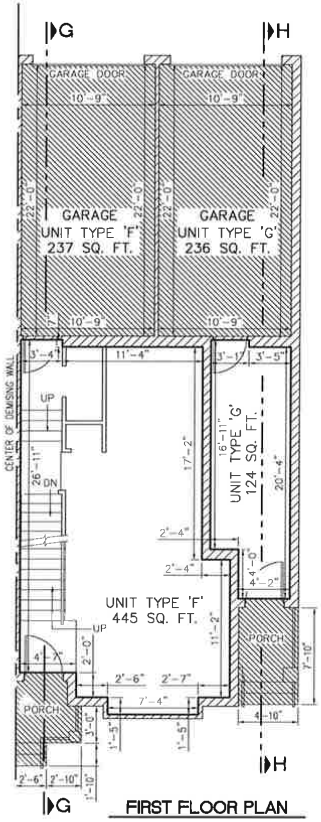
STATE OF MICHIGAN · KEVIN NAVAROLI · PROFESSIONAL SURVEYOR · NO. 53063 · LICENSED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"

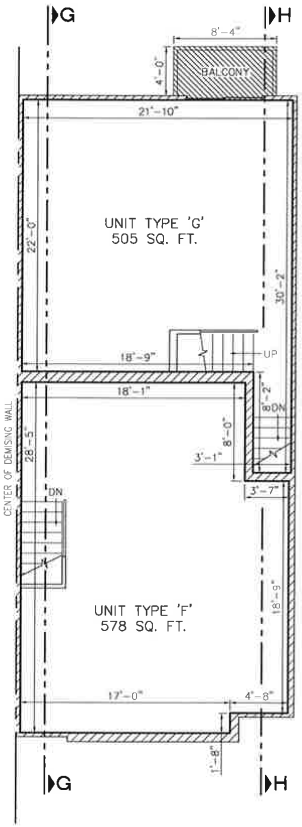
NFE JOB NO. D301-03
SHEET NO. 10



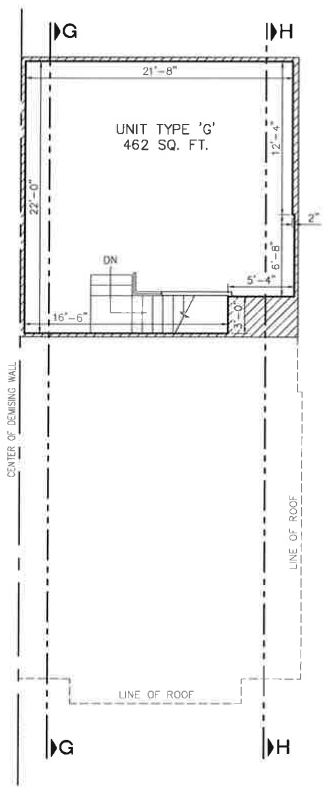
FOUNDATION PLAN



FIRST FLOOR PLAN



SECOND FLOOR PLAN



THIRD FLOOR PLAN

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

NOTES

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0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

UNIT TYPE 'F' AND 'G' FLOOR PLANS

PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 51503
LICENSED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFE JOB NO. D301-03
SHEET NO. 11

LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT

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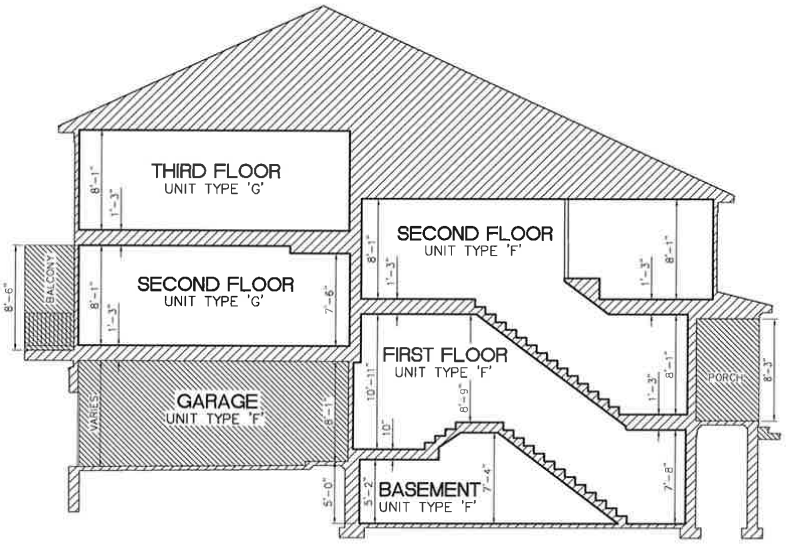
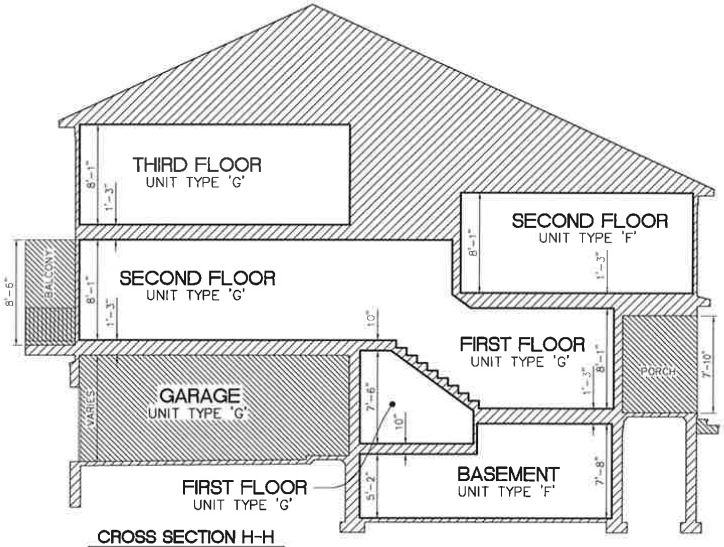


CROSS SECTION G-G



CROSS SECTION H-H

0' 4' 12'
2' 8'
GRAPHIC SCALE
1/4" = 1'-0"

CROSS SECTIONS G-G AND H-H

PROPOSED 10/05/2015

NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVE.
PONTIAC, MI 48342-5032
TEL. (248) 332-7931
FAX. (248) 332-8257

The Ravines of Plymouth

SEAL
STATE OF MICHIGAN
KEVIN NAVAROLI
PROFESSIONAL SURVEYOR
NO. 53593
LICENSED PROFESSIONAL SURVEYOR

DRAWN BY: K.N.
APPROVED BY: K. Navaroli
DATE: 10/05/2015
SCALE: 1/4" = 1'-0"
NFE JOB NO. D301-03
SHEET NO. 12

THE RAVINES OF PLYMOUTH CONDOMINIUM ASSOCIATION

NONPROFIT CORPORATION
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 Michigan of 1982, as follows:

ARTICLE I

The name of the Corporation is The Ravines of Plymouth Condominium Association.

ARTICLE II

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

(a) To manage and administer the affairs of, and to maintain, The Ravines of Plymouth, a condominium (hereinafter referred to as the "Condominium") in Plymouth Township, Wayne County, Michigan, and the Common Elements thereof;

(b) To develop an annual budget and to levy and collect assessments against and from the members of the Corporation as required for the operation and affairs of the Condominium and to use the proceeds thereof for the purposes of the Corporation;

(c) To employ and dismiss contractors and personnel as necessary for the efficient management, administration and operation of the Condominium property;

(d) To adopt and amend rules and regulations and resolutions, and/or policies governing the use and enjoyment of the Condominium property;

(e) To open bank accounts, borrow money and issue evidences of indebtedness in furtherance of the purposes of the Corporation, to secure the same by mortgage, pledge, or other lien on property owned by the Corporation and to designate signatories required for those purposes;

(f) To carry insurance for the Common Elements, the premiums of which shall be expenses of administration of the Condominium, and to collect and to allocate the proceeds thereof;

(g) To grant easements, rights-of-entry, rights-of-way, and licenses to, through and over with respect to the Association property and/or the Common Elements of the Condominium on behalf of the members of the Corporation in furtherance of any of the purposes of the Corporation and to dedicate to the public any portion of the Common Elements of the Condominium;

(h) 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 Corporation in furtherance of any of the purposes of the Corporation;

(i) To make repairs, addition, and improvements to or alteration of the Common Elements and to make repairs to and restoration of the Common Elements after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings;

(j) 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;

(k) To assert, defend or settle claims on behalf of all members in connection with the Common Elements of the Condominium and, on written notice to the members instituting action on behalf of and against the members in the name of the Corporation provided that the institution of litigation by the Association is subject to the express limitations on suits, actions and proceedings as set forth in Article X of these Articles;

(l) To do anything required of or permitted to it as administrator of the Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended; and

(m) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Said Corporation is organized on a nonstock, membership basis.

The amount of assets which said Corporation possesses as of September 23, 2015 is:

Real Property: None
Personal Property: None

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

Assessment of Members owning Units in the Condominium.

ARTICLE IV

The address of the initial registered office is:

4952 DeWitt
Canton, Michigan 48188

The mailing address of the initial registered office is:

4952 DeWitt
Canton, Michigan 48188

The name of the initial resident agent at the registered office is:

Danny Veri

ARTICLE V

The name and business address of the incorporator is:

LIVONIA BUILDERS GRANDOVER PARK, LLC
4952 DeWitt
Canton, Michigan 48188

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

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

(a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the Corporation shall be established by the acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located, a Deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.

(c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's Unit in the Condominium.

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation except that a member entitled to vote at an election for directors may vote, in person, by proxy, by absentee ballot, or by electronic transmission as defined by 2008 Public Act 9; MCL 450.2106(4).

ARTICLE VIII

Section 1. A volunteer director, as defined in Section 110(2) of Act No. 162 of the Public Acts of 1982, as amended, and/or a volunteer officer are not personally liable to the Corporation or its members for monetary damages for a breach of the director's or officer's fiduciary duty. However, this provision shall not eliminate or limit the liability of a director or officer for any of the following:

(a) A breach of the director's or officer's duty of loyalty to the Corporation or its members.

(b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law.

(c) A violation of Section 551(1) of Act No. 162 of the Public Acts of 1982, as amended.

(d) A transaction from which the director or officer derived an improper personal benefit.

(e) An act or omission that is grossly negligent.

Section 2. The Corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer occurring on or after the effective date of these Articles of Incorporation 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.

(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 the Public Acts of 1956, being Section 500.3135 of the Michigan Compiled Laws.

Section 3. If, after the adoption of this Article by the Corporation, the Michigan Nonprofit Corporation Act is amended to further limit or eliminate the liability of a volunteer director, volunteer officer, or other volunteer, then the liability of a volunteer director, volunteer officer, or other volunteer to the Corporation or its members shall be further limited or eliminated to the extent provided in the Michigan Nonprofit Corporation Act, as amended.

Section 4. No amendment, alteration, modification or repeal of this Article VIII shall have any effect on the liability of any volunteer director, volunteer officer, or other volunteer of the Corporation with respect to any act or omission of such volunteer director, volunteer officer, or other volunteer occurring prior to such amendment, alteration, modification or repeal.

Section 5. The invalidity or unenforceability of any provision of this Article shall not affect the validity or enforceability of the remaining provisions of this Article.

Section 6. For purposes of this Article, “volunteer director” means a director who does not receive anything of more than nominal value from the corporation for serving as a director other than reasonable per diem compensation and reimbursement for actual, reasonable, and necessary expenses incurred by a director in his or her capacity as a director. “Nondirector volunteer” or “volunteer officer” means an individual, other than a volunteer director, performing services for a nonprofit corporation who does not receive compensation or any other type of consideration for the services other than reimbursement for expenses actually incurred.

ARTICLE IX

Any action which may be taken at a meeting of the members of the Corporation (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members, except for litigation referenced in Article II above and subject to Article X below.

Written consents may be solicited in the same manner as provided in the Bylaws for the Corporation for the giving of notice of meetings of members. Such solicitation may specify:

(a) The percentage of consents necessary to approve the action; and

(b) The time by which consents must be received in order to be counted.

The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

Such consent may be transmitted electronically or in any manner authorized by the Corporation which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Corporation, and which may be directly reproduced in paper form by the Corporation through an automated process, and which shall contain information from which it can be determined by the Corporation that it was transmitted by the member, or by a person authorized to act for the member, and it shall include the date on which it was transmitted, which shall be the date the consent was signed for purposes of the vote. The electronic transmission shall be reproduced in paper form and delivered by hand or by mailing to the Corporation at its principal office, or to an officer or agent of the Corporation, in order to be counted.

ARTICLE X

Notwithstanding any other provision of these Articles to the contrary, the requirements of this Article X shall govern the Corporation's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Corporation or to collect delinquent assessments. The requirements of this Article X will ensure that the members of the Corporation are fully informed regarding the prospects and likely costs of any civil action the Corporation proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Corporation. The commencement of any civil action by the Corporation (other than a suit to enforce the Bylaws or collect delinquent assessments) shall require the approval of a majority in value and in number of all members. The requirements of this Article will ensure that the members are fully informed regarding the prospects and likely costs of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the Corporation shall have standing to sue to enforce the requirements of this Article X. The following procedures and requirements apply to the Corporation's commencement of any civil action other than an action to enforce the Bylaws of the Corporation or to collect delinquent assessments:

(a) The Corporation's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

(b) Before any attorney is engaged for purposes of filing a civil action on behalf of the Corporation, the Board shall call a special meeting of the members of the Corporation ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the members of the date, time and place of the litigation evaluation meeting shall be sent to all members

not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

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

(-a-) it is in the best interests of the Corporation to file a lawsuit;

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

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

(-d-) the Board's proposed attorney for the civil action is of the written opinion that litigation is the Corporation's most reasonable and prudent alternative.

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

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

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

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

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

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

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

(c) If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications

of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the Corporation have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The Corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the Corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The quorum at the litigation evaluation meeting shall be a majority in number and in value of all Owners (not just those present at the meeting). Notwithstanding any other provision to the contrary in the Condominium's Master Deed, Bylaws (Exhibit A to the Master Deed) or any other Condominium document, the commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of 60% in number and in value of all Owners (not just those present at the meeting) attained after a litigation evaluation meeting held specifically for the purpose of approving such action. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article X shall be paid by special assessment of the members of the Corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by 60% in number and in value of all members in the amount of the estimated total cost of the civil action. The litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article X, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

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

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

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

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

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

(h) The attorney's written reports for each month, including all attachments, shall be kept by the Board throughout the litigation and for two (2) years afterward. Such reports shall be made available to any member of the Corporation for inspection at a reasonable time and place. In addition, the Board shall issue an abbreviated report to the members of the Corporation every other month ("Bimonthly Report to Members"). The Bimonthly Report to Members shall include:

(1) attorney's fees and costs to date;

(2) whether the originally estimated costs of the civil action remain valid;

(3) brief description of the status of the litigation; and

(4) any offers of settlement made by either party.

(i) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) the status of the litigation;

(2) the status of settlement efforts, if any; and

(3) the attorney's written report.

(j) If, at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

(k) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article X ("litigation expenses") shall be fully disclosed to members in the Corporation's annual budget. The litigation expenses for each civil action subject to this Article X shall be listed as a separate line item captioned "litigation expenses" in the Corporation's annual budget.

(l) The contents of this Article X shall not be amended, modified or in any way changed without the prior written consent of the Developer.

ARTICLE XI

No contract or other transaction between this corporation and any other corporation, firm, or association shall be subject to cancellation because one or more of the directors or officers of the corporation are interested in or are directors or officers of the other corporation, firm, or association. Any individual director or officer may be a party to or may be interested in any contract or transaction of the corporation. However, the contract or other transaction must be fair and reasonable to the corporation when it is authorized, approved, or ratified, and the individual must disclose the material facts about the relationship or interest to the Board of Directors before it authorizes, approves, or ratifies the contract or transaction by a sufficient vote that does not include the vote of the interested director or officer. Any person who becomes a director or an officer of the corporation is relieved from any liability that might otherwise exist from contracting with the corporation for the benefit of that person or any firm, association, or corporation in which the person is otherwise interested in as stated in this article.

ARTICLE XI

These Articles of Incorporation may only be amended by the consent of sixty-six and two-thirds (66-2/3%) percent of all members.

Signed September 23, 2015.

LIVONIA BUILDERS GRANDOVER PARK, LLC
A Michigan Limited Liability Company

By_____
Danny Veri
Its: Authorized Representative

THE RAVINES OF PLYMOUTH

ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("Agreement") is made as of the 1st day of November, 2015, between Livonia Builders Grandover Park, LLC, a Michigan limited liability company ("Developer"), and Vintage Title Agency LLC, as agent for First American Title Insurance Company ("Escrow Agent").

Background

Developer has established The Ravines of Plymouth as a residential condominium in Plymouth Township, Washtenaw County, Michigan, pursuant to a Master Deed, Condominium Bylaws, Condominium Subdivision Plan and other condominium documents (together, "Condominium Documents"). Developer intends to enter into Purchase Agreements in substantially the form attached ("Purchase Agreement") with various Purchasers for the purchase of Condominium Units in The Ravines of Plymouth, which may require that the deposits made by Purchasers be held in escrow with an escrow agent for the period specified. The parties desire to enter into this Escrow Agreement to establish an escrow account for the benefit of Developer and for the benefit of each Purchaser who makes a deposit under a Purchase Agreement. Under the Purchase Agreement, the Escrow Agent is acting as an independent party hereunder pursuant to this Escrow 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. **Deposit of Funds**. Developer shall, promptly after receipt, deliver to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of the Purchase Agreement and the receipt signed by the Purchaser for the Condominium Documents furnished by Developer to Purchaser. Unless the Escrow Agent gives its prior written consent, no Purchase Agreement may be modified or amended in any manner that will increase the liability of Escrow Agent or materially change the Escrow Agent's duties as described in this Agreement.

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

A. **On Withdrawal by Purchaser.** The Deposit paid to Escrow Agent shall be held and delivered to Developer or Purchaser only on the following conditions:

(i) If a Purchaser duly withdraws from a Purchase Agreement prior to the time the Purchase Agreement becomes binding, Escrow Agent shall, within three business days from the date of receipt of written notice of such withdrawal, deliver the Deposit to Purchaser.

(ii) If the Purchase Agreement is expressly contingent on Purchaser obtaining a mortgage, Purchaser fails to timely obtain a mortgage commitment and Developer declares the Purchase Agreement void, Escrow Agent shall, within three business days from the date of receipt of notice from Developer of the failure of the contingency, deliver the Deposit to Purchaser.

However, if Developer files with Escrow Agent a written objection to the withdrawal request of a Purchaser that claims an interest in the Deposit, Escrow Agent shall hold or dispose of the Deposit as provided in Section 5 below.

B. **On Default by Purchaser.** After a Purchase Agreement has become binding upon the Purchaser, then in the event that Purchaser defaults in making any payments required by the Purchase Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release the Deposit to Developer in accordance with the terms of the Purchase Agreement.

C. **On Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) Escrow Agent shall release to Developer all sums held in escrow under such Agreement, if any, provided Escrow Agent has received a certificate signed by a licensed professional engineer of architect confirming:

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

(ii) That the common elements that, under the terms of the Condominium Documents, are "must be built" are substantially complete or, if the common elements are not substantially compete, that sufficient funds to finance substantial completion of those common elements are retained in escrow or other adequate security has been arranged.

If the common elements or improvements labeled "must be built" and referred to 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 there are no "must be built" improvements in The Ravines of Plymouth or if other adequate security shall have been arranged as provided below. Determination of amounts necessary to finance substantial completion shall be determined by the certificate of a licensed professional architect or engineer. For purposes of Paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads and all private roads, sidewalks and driveways (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete, as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in Paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. **Release of Funds Escrowed for Completion**. Upon furnishing Escrow Agent a certificate from a licensed architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a common element or any other improvement 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 items, provided, however, that if the amounts remaining in escrow after any 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. **Interest Earned on Escrowed Funds**. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon such Purchaser's withdrawal from a Purchase Agreement shall be paid to Developer. Any interest paid to Developer and shall not be credited to Purchaser for any reason.

F. **Other Adequate Security**. If Developer requests that all or any portion of the escrowed funds held hereunder be delivered to it prior to the time it otherwise becomes entitled to receive such funds, Escrow Agent may release such funds to Developer if Developer has placed with Escrow Agent security in form and substance satisfactory to Escrow Agent securing full repayment of said sums, as may be permitted by law.

G. **Incomplete common elements or other improvements**. 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 notices required by the Michigan Condominium Act.

(ii) If Developer, the Condominium Association and any other party or parties asserting a claim to or interest in the 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 Deposits or security in escrow under 103b(7) of the Michigan Condominium Act, Escrow Agent shall release the Deposit or security in accordance with the terms of such written agreement among such parties.

(iii) Except as provided above, Escrow Agent shall be under no obligation to release any Deposits 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 Michigan naming Developer and the Condominium Association and all others 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 discharge 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 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 relating 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 accord with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. **Proof of Completion**. 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 hereunder to receive the certification of a licensed professional architect or engineer, Escrow Agent may rely entirely upon any such certificate. Likewise, all estimates and determinations of the cost to substantially complete any incomplete items for which escrowed funds are being held hereunder shall be made entirely by a licensed professional engineer or architect, the determinations of all amounts to be retained in escrow for the completion of any such items shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. Escrow Agent shall have no duty whatsoever at any time to inspect the Condominium or make any cost-estimates or determinations, and Escrow Agent may rely entirely upon such certificates, determinations and estimates as are provided for herein for retaining and releasing escrowed funds.

4. **Rights and Liabilities of Escrow Agent**. Upon release of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and this Escrow Agreement, Escrow Agent shall be released from any further liability, it being expressly understood that Escrow Agent's liability is limited by the terms and provisions set forth in this Escrow Agreement, and that by acceptance of any escrow deposit, 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. Escrow Agent is not responsible for the failure of any bank used by it as a depository for funds received by it under this Escrow Agreement. Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement. Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of Developer's actions or performance of Developer's obligations. As long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination provided for herein, 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 Escrow Agent in reliance thereon. Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds deposited in escrow less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' 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.

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 applicable Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whatever is applicable.

DEVELOPER:

LIVONIA BUILDERS GRANDOVER PARK, LLC
a Michigan limited liability company

By: /s/ Danny Veri

Its: Authorized Representative
4952 Dewitt
Canton, Michigan 48188

ESCROW AGENT:

VINTAGE TITLE AGENCY LLC, as agent for
First American Title Insurance Company

By: /s/ Patti A. Ohhnasesian

Its: Authorized Representative
4952 Dewitt
Canton, Michigan 48188

THE RAVINES OF PLYMOUTH

NOTICE TO PURCHASERS

Re: Private Road

The roads in the Condominium are private, being a general common elements of the Ravines of Plymouth and, therefore, will be maintained by the Ravines of Plymouth Condominium Association and not by the Wayne County Road Division, the City of Plymouth or any other governmental agency.

NOTICE TO PURCHASERS AND MORTGAGEES

Re: Amendments to Master Deed

This is to notify you that the initial Master Deed establishing the Ravines of Plymouth permits Developer to amend the Master Deed in certain instances without the consent of co-owners or mortgagees. Such amendments may be made by the Developer in the manner provided in the Master Deed.

DEVELOPER:

LIVONIA BUILDERS GRANDOVER PARK, LLC