

CROSSWINDS WEST CONDOMINIUM

CONDOMINIUM DOCUMENTS

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CONSOLIDATED MASTER DEED

CROSSWINDS WEST CONDOMINIUM

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, whose address is P.O. Box 28, Novi, Michigan 48376, being charged with the management and administration of CROSSWINDS WEST CONDOMINIUM, a Condominium established pursuant to the MASTER DEED dated March 12, 1984, and recorded March 19, 1984, in Liber 8620, Pages 376 through 425, inclusive Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 371, as amended, hereby amends said MASTER DEED of CROSSWINDS WEST CONDOMINIUM, as amended, in its entirety, pursuant to the authority reserved in Paragraph 8 thereof. Upon recording of this CONSOLIDATED MASTER DEED in the Office of the Oakland County Register of Deeds, said previously recorded MASTER DEED shall be superseded and replaced.

W I T N E S S E T H:

WHEREAS, the ASSOCIATION desires by recording this CONSOLIDATED MASTER DEED, together with the Condominium Bylaws attached hereto as Exhibit "A" and together with the Condominium Subdivision Plan, attached hereto as Exhibit "B", (both of which are hereby incorporated by reference and made a part hereof) to re-establish the Real Property, together with all improvements, and appurtenances thereto, as a condominium project under the provisions of the Act.

NOW THEREFORE, the ASSOCIATION does, upon the re-recording hereof, re-establish CROSSWINDS WEST CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM"), shall, after such re-establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the ACT, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this CONSOLIDATED MASTER DEED and Exhibit "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Association, its successors and assigns, and any persons acquiring or owning an interest in the said Real Property, their grantees, successors, heirs, executors, administrators and assigns. In furtherance of the re-establishment of the said CONDOMINIUM, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The CONDOMINIUM shall be known as CROSSWINDS WEST CONDOMINIUM, Oakland County Condominium Subdivision Plan No. 371. The architectural plans for the project were approved by the City of Novi, State of Michigan. The CONDOMINIUM is re-established in accordance with the ACT. The buildings and UNITS contained in the CONDOMINIUM, including the number, boundaries, dimensions, area and volume of each UNIT therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains eight (8) individual UNITS for residential purposes and each UNIT is capable of individual utilization on account of having its own entrance from and exit to a common element of the CONDOMINIUM. Each Owner in the CONDOMINIUM shall have an exclusive right to his or her UNIT and shall have undivided and inseparable rights to share with other Owners the general common elements of the CONDOMINIUM as are designated by this CONSOLIDATED MASTER DEED.

ARTICLE II

LEGAL DESCRIPTION

The land which is submitted to the CONDOMINIUM established is particularly described as follows:

A parcel of land being part of the N.E. 1/4 of Section 36, T.1N., R.8E, City of Novi, Oakland County, Michigan, described as beginning at point located distant N.89 degrees 06'41"E 1432.38 feet along the North line of said Section 36 (centerline of Nine Mile Road), from the N. 1/4 corner of said Section 36; thence continuing N.89 degrees 06'41"E along said North line, a distance of 305.99 feet; thence S.00 degrees 53'19"E 360.00 feet; thence N.89 degrees 06'41"E 200.00 feet; thence N.64 degrees 13'26"E 106.93 feet; thence S.00 degrees 53'19"E 320.00 feet; thence S.89 degrees 06'41"W 459.99 feet; thence N.19 degrees 06'35"E 181.97 feet; thence N.00 degrees 53'19"W 190.00 feet; thence S.89 degrees 06'41"W 183.00 feet; thence N.65 degrees 40'05"W 307.12 feet; thence S.89 degrees 06'41"W 45.00 feet; thence N.00 degrees 53'19"W 106.00 feet; thence N.89 degrees 06'41"E 45 feet; thence N.36 degrees 38'42"E 87.01 feet; thence N.89 degrees 06'41"E 266.00 feet; thence N.00 degrees 53'19"W 230.00 feet to the point of

beginning, containing 6.640 acres more or less, and Part of the N.E. 1/4 of Section 36, T.1N., R.8N, City of Novi, Oakland County, Michigan, described as beginning at a point on the North line of said Section 36 (centerline of Nine Mile Road), located distant N. 89 degrees 06' 41" E 428.38 feet from the N 1/4 corner of said Section 36; thence continuing N. 89 degrees 06' 41" E along said North line a distance of 1606.99 feet; thence S. 00 degrees 53' 19" E 635.00 feet; thence S. 89 degrees 06' 41" W 668.16 feet; thence S. 12 degrees 43' 18" W 316.05 feet; thence S. 68 degrees 20' 29" W 373.66 feet; thence N. 70 degrees 53' 28" W 500.00 feet; thence N. 50 degrees 53' 28" W 59.05 feet; thence N. 00 degrees 53' 19" W 865.74 feet to the point of beginning, containing 30.763 acres more or less (hereinafter known as the "Real Property").

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this CONSOLIDATED MASTER DEED and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation the Articles of Incorporation and Corporate Bylaws and Rules and Regulations of THE CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in CROSSWINDS WEST CONDOMINIUM, as a condominium. Whenever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

A. The "ACT" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

B. "ASSOCIATION" means the non-profit corporation organized under Michigan Law of which all CO-OWNERS shall be members, which Corporation shall administer, operate, manage and maintain the CONDOMINIUM. Any action required of or permitted to the ASSOCIATION shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "CONDOMINIUM BYLAWS" means Exhibit "A" hereto, being the Bylaws setting forth the substantive rights and obligations of the CO-OWNERS and required by Section 53 of the ACT to be recorded as part of the MASTER DEED.

D. "ASSOCIATION BYLAWS" means the corporate bylaws of CROSSWINDS WEST CONDOMINIUM ASSOCIATION, the Michigan Non-profit Corporation organized to manage, maintain and administer the CONDOMINIUM.

E. "UNIT" means the enclosed space constituting a single complete residential UNIT in CROSSWINDS WEST CONDOMINIUM. Such space may be described in Exhibit "B" hereto, and shall have the same meaning as the term "CONDOMINIUM UNIT" as defined in the ACT.

F. "CONDOMINIUM DOCUMENTS", wherever used, means and includes this MASTER DEED and Exhibits "A" and "B" hereto, the Articles of Incorporation, Bylaws and the Rules and Regulations, if any, of the ASSOCIATION, and shall have the same meaning as the term Condominium Documents as defined in the ACT.

G. "CONDOMINIUM" means CROSSWINDS WEST CONDOMINIUM as an approved condominium project established in conformity with the provisions of the ACT.

H. "CONDOMINIUM SUBDIVISION PLAN" means Exhibit "B" hereto.

I. "CO-OWNER" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns or is purchasing on land contract one or more UNIT in the CONDOMINIUM. The term "Owner", wherever used, shall be synonymous with the term "CO-OWNER". "CO-OWNER" shall also include a land contract purchaser, and both the land contract seller and purchaser shall have joint & several responsibility for assessments of the ASSOCIATION.

J. "CONDOMINIUM PREMISES" means and includes the land and the buildings, all improvements and structure thereof, and all easements, rights, and appurtenances belonging to CROSSWINDS WEST CONDOMINIUM as described above.

K. "DEVELOPER" - INTENTIONALLY DELETED.

L. "COMMON ELEMENTS", where used without modification, shall mean both the general and limited common elements as described herein and excluded condominium UNITS.

M. "GENERAL COMMON ELEMENTS" means the common elements other than the limited common elements.

N. "LIMITED COMMON ELEMENTS" means a portion of the common elements reserved in this CONSOLIDATED MASTER DEED for the exclusive use of less than all of the CO-OWNERS.

O. "FHLMC" - INTENTIONALLY DELETED.

P. "CONSOLIDATING MASTER DEED" means the final amended MASTER DEED which shall describe CROSSWINDS WEST CONDOMINIUM as a completed CONDOMINIUM PROJECT and shall reflect the entire land area added to the CONDOMINIUM from time to time under ARTICLE IX hereof and all UNITS and common elements therein, and which shall express percentages of value pertinent to each UNIT as finally readjusted. Such CONSOLIDATED MASTER DEED, when recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded MASTER DEEDS for CROSSWINDS WEST CONDOMINIUM.

Q. "DEVELOPMENT AND SALES PERIOD" - INTENTIONALLY DELETED.

R. Terms not defined herein, but defined in the ACT, shall carry the meaning given them in the ACT unless the context clearly indicates to the contrary.

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

ARTICLE IV

COMMON ELEMENTS

The common elements of the CONDOMINIUM described in Exhibit "B" attached hereto and the respective responsibilities for the insurance maintenance, decoration, repair or replacement thereof are as follows:

A. General Common Elements.

The general common elements are:

1. The Real Property described in ARTICLE I hereof, including driveways, roads, sidewalks and unassigned parking spaces and garages not designated as limited common elements.

2. The electrical wiring network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with electrical fixtures within any UNIT.

3. The gas line network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with gas fixtures within any UNIT.

4. The telephone wiring network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with telephone equipment within any UNIT.

5. The cable television network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with television equipment within any UNIT.

6. The plumbing network throughout the CONDOMINIUM, including that contained within UNIT walls, up to the point of connection with plumbing fixtures within any UNIT.

7. The water distribution system, sanitary sewer system and storm drainage system and individual sump pump UNITS throughout the CONDOMINIUM.

8. Foundations, supporting columns, UNIT perimeter walls, duct work, roofs, ceilings, floor construction between floor levels, basement floors, and chimney chases.

9. The recreational facilities located on the CONDOMINIUM PREMISES including the wooden decks around the pond, the swimming pool, cabana concrete and wooden decks in the swimming pool area, the fence surrounding the swimming pool area and the tennis courts as shown on Exhibit "B" hereto.

10. All utility installations and the areas in which same are located when they service multiple UNITS, including adjacent areas for entry for repair, maintenance and service.

11. 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.

12. Such ingress and egress easement(s) which benefit the CONDOMINIUM PREMISES as set forth in ARTICLE VI.

Some or all of the utility lines (including mains and service leads) and equipment described in this ARTICLE IV may be owned by the local municipal authority or by the company providing the pertinent utility service. Accordingly, such utility lines and equipment shall be general common elements only to the extent of the CO-OWNERS interest therein, and ASSOCIATION makes no warranty whatever with respect to the nature and extent of such interest.

B. Limited Common Elements.

The limited common elements, which shall be appurtenant to the UNIT to which they are attached or to which they service (or to

1.

which they are deemed by Exhibit "B" to benefit) and shall be limited for the exclusive use to the CO-OWNERS of such UNITS, or their designee, are:

1. Each individual UNIT porch and patio area in the CONDOMINIUM.

2. Each individual air conditioner, compressor, water heater and furnace facility and all windows, doors and door walls (up to the point of connection with the general common elements), related screens and skylights appurtenant to or servicing each UNIT in the CONDOMINIUM.

3. Each patio fence, patio wall and column, and patio column carriage light fixture in the CONDOMINIUM.

4. The interior surfaces or UNIT perimeter walls, ceilings, floors and fireplaces contained within each UNIT.

5. Each individual carport or garage in the CONDOMINIUM appurtenant to the UNIT to which such carport or garage is assigned in the DEED by which said UNIT was originally conveyed from the DEVELOPER.

6. All betterments and improvements made to UNIT basements and patio areas whether constructed by the Developer or CO-OWNER.

C. Upkeep of Common Elements.

The respective responsibilities for the insurance, maintenance, decoration, repair and replacement of the common elements referred to above are as follows:

1. The costs of insurance, maintenance, repair and replacement of each of the limited common elements referred to in the subparagraphs B1 and B2, above, shall be borne by the CO-OWNER of the UNIT to which such limited common elements are appurtenant, except to the extent otherwise covered by insurance maintained by the ASSOCIATION.

2. The costs of decoration and maintenance (but not repair or replacement except in cases of CO-OWNER fault) of all surfaces referred to in subparagraph B4, above, shall be borne by the CO-OWNER of the UNIT to which such limited common elements are appurtenant.

3. The cost of the insurance, maintenance, repair and replacement of each limited common element referred to in paragraph B3 above (excluding porch light bulbs) which were installed by the Developer or the ASSOCIATION, shall be borne by the ASSOCIATION.

4. All summer patio area landscape maintenance and all snow removal from the patio area shall be performed by and at the expense of the CO-OWNER. Provided however, that any patio area consisting primarily of lawn and free of obstructions (e.g. barbecues, lawn furniture, etc.) shall be mowed by the ASSOCIATION.

5. All snow removal from porches shall be borne by the ASSOCIATION.

6. The cost of insurance, maintenance, repair and replacement of the individual carports and garages referred to in paragraph B5 above, shall be borne as follows: (a) the ASSOCIATION shall be responsible for insurance, maintenance, repair and replacement of the exterior structure of the carport or garage, electrical wiring up to the point of connection with any electrical fixture; exterior painting and brick repair except in cases of CO-OWNER fault; and (b) the CO-OWNER of the UNIT to which the carport or garage is assigned or serviced shall be responsible for the cost of maintenance, repair and replacement of the garage door (excluding, however, painting of such doors which shall be the responsibility of the ASSOCIATION), garage door opener (if any), interior surfaces and garage floors.

7. The cost of insurance, maintenance, repair and replacement of all other general common elements described above shall be borne by the ASSOCIATION, unless the maintenance, repair or replacement is necessitated by CO-OWNER fault, in which case the CO-OWNER at fault shall bear all such costs.

8. The cost of insurance, maintenance, repair and replacement of all other limited common elements described above shall be borne by the CO-OWNER of the UNIT serviced by such limited common element or to which it is appurtenant.

9. The cost of removal and replacement of a betterment or improvement which is necessary to provide access to a general common element shall be borne solely by the CO-OWNER.

10. In the event a CO-OWNER fails to maintain, decorate, repair or replace any items for which he or she is responsible, the ASSOCIATION shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such limited common elements, all at the expense of the CO-OWNER of the UNIT. Failure of the ASSOCIATION to take any such action shall not be deemed a waiver on of the ASSOCIATION right to take any such action at a future time. All costs incurred by the ASSOCIATION in performing any responsibilities under this Article IV which are required, in the first instance to be borne by any CO-OWNER, shall be assessed against the CO-OWNER and shall be due and payable with his or her monthly assessment next falling due.

No CO-OWNER shall use his or her 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 his or her UNIT or the common elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each UNIT in the CONDOMINIUM is described in this paragraph with reference to the Condominium Subdivision Plan of CROSSWINDS WEST CONDOMINIUM as surveyed by Feldhauser Associates and attached hereto as Exhibit "B". Each UNIT shall include: (1) with respect to each UNIT basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first floor subfloor; and (2) with respect to the upper floors of UNITS, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit "B" have been physically measured by Feldhauser Associates. In the event that the dimensions on the measured foundation plan of any specific UNIT differ from the dimensions on the typical foundation plan for such UNIT shown in Exhibit "B", then the typical upper floor plans for such UNIT shall be deemed to be automatically changed for such specific UNIT in the same manner and to the same extent as the measured foundation plan.

The percentage of value assigned to each UNIT shall be determinative of: 1) the proportionate share of each respective CO-OWNER in the proceeds and expenses of the administration and the value of such CO-OWNER's vote at meetings of the ASSOCIATION of CO-OWNERS; and, (2) the CO-OWNER's proportionate share of ownership of the CONDOMINIUM PREMISES. The total of the CONDOMINIUM is two-hundred eight (208).

B. Set forth below are:

1. Each UNIT number as it appears on the Condominium Subdivision Plan.

2. The percentage of value assigned to each UNIT is .481 percent. Such percentages of value are based on assigning an equal value to each UNIT (to the extent mathematically possible) inasmuch as all UNITS are designed to be substantially equal in size and construction.

ARTICLE VI

EASEMENTS

A. Reciprocal Change of Boundary Easements. In the event any portion of a UNIT or common element encroaches upon another UNIT or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations or repair, reciprocal easements shall exist for the maintenance of 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 herein for the continuing maintenance and repair of all utilities and common elements in the CONDOMINIUM. There shall exist easements of support with respect to any UNIT interior wall which supports a common element.

B. Ingress and Egress. INTENTIONALLY DELETED.

C. Other. There shall be for as long as the need exists, such other easements as may be necessary for the continued use and enjoyment of the CONDOMINIUM.

ARTICLE VII

MODEL UNITS

INTENTIONALLY DELETED

ARTICLE VIII

AMENDMENT

The ASSOCIATION may, acting through a majority of its Board of Directors without the consent of any CO-OWNERS or any other person, amend this CONSOLIDATED MASTER DEED, and the plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any CO-OWNER or mortgage in the CONDOMINIUM, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective CO-OWNERS and to enable the purchase of such mortgage loans by the Federal Home Owner's Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal Government or the State of Michigan.

EXHIBIT "A"

BYLAWS
OF
CROSSWINDS WEST CONDOMINIUM

ARTICLE I

BYLAWS

These Bylaws shall constitute the Condominium Bylaws referred to in the CONSOLIDATED MASTER DEED and required by the Michigan Condominium Act, being Section 559.1001 et. seq. of the Compiled Laws of 1948 and Act 59 of the Public Acts of 1978, as amended.

ARTICLE II

ASSOCIATION OF CO-OWNERS

Section 1. CROSSWINDS WEST CONDOMINIUM located in the City of Novi, County of Oakland, State of Michigan, which shall be managed and its affairs administered by the CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a nonprofit corporation, hereinafter called the "ASSOCIATION", organized under the laws of the State of Michigan.

Section 2. The ASSOCIATION has been organized to manage, maintained operate the CONDOMINIUM in accordance with the CONSOLIDATED MASTER DEED, as amended, these Bylaws, the Articles of Incorporation and Bylaws of the ASSOCIATION which may provide for independent management of the CONDOMINIUM.

Section 3. Membership in the ASSOCIATION and voting by members of the ASSOCIATION shall be in accordance with the following provisions:

A. Each CO-OWNER shall be a member of the ASSOCIATION and no other person or entity shall be entitled to membership.

B. The share of a CO-OWNER in the funds and assets of the ASSOCIATION cannot be assigned, pledged or transferred in any manner except as an appurtenance to his or her UNIT in the CONDOMINIUM.

C. Except as limited in the Bylaws, each CO-OWNER shall be entitled to one (1) vote the value of which shall equal the total of the percentages allocated to the UNIT owned by such CO-

OWNER as set forth in ARTICLE V of the CONSOLIDATED MASTER DEED. Nothing shall be by value except in those instances where voting is required to be in value and in number.

D. No CO-OWNER shall be entitled to vote at any meeting of the ASSOCIATION until he or she has presented evidence of ownership of a UNIT in the CONDOMINIUM PROJECT to the ASSOCIATION. The vote of each CO-OWNER may only be cast by the individual representative designated or by proxy given by such individual representative.

E. Each CO-OWNER shall file a written notice with the ASSOCIATION designating the individual representative who shall vote at meetings of the ASSOCIATION and receive all notices and other communications from the ASSOCIATION on behalf of such CO-OWNER. Such notice shall state the name and address of the individual representative designated, the number or numbers of the UNIT or UNITS owned by the CO-OWNER, and the name and address of each person, firm, corporation, partnership, ASSOCIATION, trust or other legal entity who is the CO-OWNER. Such notice shall be signed and dated by the CO-OWNER. The individual representative designated may be changed by the CO-OWNER at any time by filing a new notice in the manner herein provided.

F. There shall be an annual meeting of the members of the ASSOCIATION. Special meetings of the members of the ASSOCIATION shall be called as provided in ARTICLE II, Section 3 of the ASSOCIATION Bylaws.

G. Except where these Bylaws require a greater number, the presence in person or by written consent of thirty-three and one-third (33 1/3%) percent in number and in value of the CO-OWNERS qualified to vote shall constitute a quorum for holding a meeting of the members of the ASSOCIATION.

H. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the ASSOCIATION before the appointed time of each meeting of the members of the ASSOCIATION.

I. A majority shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy at a given meeting of the members of the ASSOCIATION, or, when required, more than seventy-five (75%) percent of all CO-OWNERS in number and in value and present in person or by proxy, or written consent if applicable, at a given meeting of the members of the ASSOCIATION. Except when expressly stated to the contrary in these Bylaws, or elsewhere in the CONDOMINIUM DOCUMENTS, whenever there shall be a reference to a necessary percentage of CO-OWNERS, such percentage shall be based on the number of CO-OWNERS qualified to vote and present in person or by proxy, or written consent, if applicable, at the meeting of the members of the ASSOCIATION at which such question arises.

Section 4. The ASSOCIATION shall keep detailed books and records showing all expenditures and receipts affecting the CONDOMINIUM and its administration, and which shall specify the operating and reserve expenses of the CONDOMINIUM. Such accounts shall be summarized in a financial statement which shall be prepared and distributed to each CO-OWNER by the ASSOCIATION at least once each year, the contents of which shall be defined by the ASSOCIATION. The cost of maintaining such books and records and of preparing and distributing the financial statement shall be a cost of administration.

Section 5. The ASSOCIATION shall keep current copies of the CONSOLIDATED MASTER DEED, all amendments to the CONSOLIDATED MASTER DEED, and other documents for the CONDOMINIUM available at reasonable hours for inspection and review by CO-OWNERS, prospective purchasers and prospective mortgagees of the UNITS at the offices of the CONDOMINIUM's designated property manager.

Section 6. Each member of the Board of Directors must be a member of the ASSOCIATION.

Section 7. INTENTIONALLY DELETED.

Section 8. INTENTIONALLY DELETED.

ARTICLE III

ASSESSMENTS

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

Section 2. All costs incurred by the ASSOCIATION in satisfaction of any liability arising within, caused by, or in connection with, the common elements or the administration of the CONDOMINIUM shall be expenses of administration and all sums received by the ASSOCIATION, including proceeds of, or pursuant to, any policy of insurance carried by the ASSOCIATION securing the interests of the CO-OWNERS against liabilities or losses arising within, caused by, or connected with, the common elements or the administration shall be receipts of administration.

Section 3. An annual budget shall be established as follows:

A. The Board of Directors of the ASSOCIATION shall establish an annual budget in advance for each fiscal year and such

budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the CONDOMINIUM, including a reasonable allowance for contingencies and reserves, as provided in subsection (B) of this Section. Upon adoption of such annual budget by the Board of Directors, copies of said budget shall be delivered to each CO-OWNER and the general assessment for said year shall be established, based upon said budget, although the delivery of a copy of the budget to each CO-OWNER shall not affect the liability of any CO-OWNER for any existing or future assessments. Should the Board of Directors, at any time, determined, in its sole discretion, that the assessments levied are or may prove to be insufficient: (1) to pay the costs of operation and management of the CONDOMINIUM, (2) to provide for the insurance, maintenance, repair or replacement of existing common elements, (3) to provide additions to the common elements not exceeding a total cost of Fifteen Thousand and 00/100 (\$15,000.00) Dollars annually, or (4) to provide for emergencies; said Board of Directors shall have the authority to increase the general assessments or to levy such additional assessment or assessments as it shall deem to be necessary. Unless otherwise directed by the Board of Directors, all assessments levied in accordance with this Section 3(A) shall be payable by CO-OWNERS in twelve (12) equal monthly installments, commencing with acquisition of legal or equitable title to a UNIT by any means.

B. The ASSOCIATION shall maintain a reserve fund, which at a minimum, shall be equal to ten (10%) percent of the ASSOCIATION's current annual budget on a non-cumulative basis. The funds contained in such reserve fund shall only be used for major repairs and replacement of the common elements. The minimum standard required by this Section may prove to be inadequate for a particular project. The ASSOCIATION should carefully analyze their CONDOMINIUM to determine if a greater amount should be set aside or if additional reserve funds should be established for other purposes.

C. Special assessments, in addition to those provided for in Section 3(A) above, may be levied by the Board of Directors from time to time, following approval by the CO-OWNERS as hereinafter provided, to met other needs, requirements or desires of the ASSOCIATION, including, but not limited to, (1) assessments for capital improvements for additions to the common elements at a cost exceeding Fifteen Thousand and 00/100 (\$15,000.00) dollars per year, (2) assessments to purchase a unit upon foreclosure of the lien for assessments as described in Section 6 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this Section 3(C) (but not including those assessments referred to in Section 3(A) above, which shall be levied in the sole discretion of the Board) shall not be levied without the prior approval of more than sixty-six and two-thirds (66 2/3%) percent of all CO-OWNERS in value and

in number, which approval may be obtained or granted by written consent or by a vote of the CO-OWNERS taken at a meeting of the CO-OWNERS called in accordance with the provisions of these Bylaws and/or of the ASSOCIATION Bylaws.

Section 4. All assessments levied against the CO-OWNERS to cover expenses of administration shall be apportioned among and paid by the CO-OWNERS in accordance with the percentage of value allocated to each UNIT in ARTICLE V of the CONSOLIDATED MASTER DEED without increase or decrease of the existence of any rights to the use of limited common elements appurtenant to a unit. Assessments shall be due and payable at such times as the ASSOCIATION shall determine, commencing with acceptance of a deed or a land contract vendees interest to a unit. 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. Assessments in default shall bear interest at the rate of ten (10%) percent per annum until paid in full. Each CO-OWNER (whether one or more persons shall be personally liable for the payment of all assessments pertinent to his or her unit. All payments shall be applied first against interest due on delinquent assessments and thereafter, against assessments in order of greatest delinquency.

Section 5. No-CO-OWNER may exempt himself or herself from liability for his or her contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of his or her UNIT.

Section 6. The ASSOCIATION may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the UNIT from the CO-OWNER thereof or any person claiming under him or her. The expenses incurred in collecting unpaid assessments including interest, costs and actual attorneys fees and advances for taxes or other liens paid by the ASSOCIATION to protect its lien, shall be chargeable to the CO-OWNER in default. The ASSOCIATION may also discontinue the furnishing of any services to a CO-OWNER in default upon seven (7) days written notice to such CO-OWNER of its intent to do so. Upon default herein, a CO-OWNER shall not be entitled to vote at any meeting of the ASSOCIATION so long as such default continues.

Section 7. INTENTIONALLY DELETED.

Section 8. INTENTIONALLY DELETED.

ARTICLE IV

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the CONDOMINIUM DOCUMENTS, contract of the ASSOCIATION, Bylaws or the management agreement, if any, or any disputes, claims or grievances arising among or between CO-OWNERS or between 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, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration ASSOCIATION in effect, and as amended from time to time, shall be applicable to any such arbitration to the extent consistent with the laws of the State of Michigan and the award of the arbitrators shall be final and binding upon the parties. Provided that, notwithstanding any other provision of these Bylaws, all such disputes shall be decided pursuant to the Michigan Arbitration Act (being C.L. 48, Section 600.5001 et. seq. as amended) to-wit: that a judgment of any Circuit Court may be rendered upon the decision of the arbitrators.

Section 2. No CO-OWNERS of the ASSOCIATION shall be precluded from petitioning the Courts to resolve any such disputes, claims or grievances.

Section 3. Election by CO-OWNERS or the ASSOCIATION to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the Courts.

ARTICLE V

INSURANCE

Section 1. The ASSOCIATION shall take out, carry and maintain at all times in full force and effect, an all risk policy which shall include fire and extended coverage, vandalism and malicious mischief and liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the premises of the CONDOMINIUM, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

A. All such insurance shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION and the CO-OWNERS and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee

endorsements to the mortgagees of CO-OWNERS. CO-OWNERS may obtain insurance coverage at their own expense upon their units, limited common elements, appurtenances thereto and personal property or for their personal liability for occurrences within his or her UNIT or upon limited common elements appurtenant thereto and the ASSOCIATION shall have absolutely no responsibility for obtaining such coverage. The ASSOCIATION and each CO-OWNER does hereby agree to release the other for any destruction to the premises of the CONDOMINIUM caused by any act or omission on the part of the ASSOCIATION or any co-owner or their respective agents, servants or employees to the extent said hazard is covered by insurance. Any such release and waiver shall only be valid and binding if it is recognized under the insurance policies required to be carried hereunder.

B. All buildings, improvements, personal property and other common elements of the CONDOMINIUM shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount at least equal to the maximum insurance replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the ASSOCIATION; but in no event shall such coverage be in an amount less than Two Million and 00/100 (\$2,000,000.00) Dollars. Such coverage shall also include interior walls within any UNIT and the pipes, wires, conduits and ducts contained therein and shall further include all trim within a UNIT which was furnished with the UNIT as standard items in accord with the plans and specifications thereof as are on file with the ASSOCIATION (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a CO-OWNER within his or her UNIT shall be covered by insurance obtained by and at the expense of said CO-OWNER; provided that, if the ASSOCIATION elects to include such improvements under its insurance coverage, any additional premium cost to the ASSOCIATION attributable thereto shall be assessed to and borne solely by said CO-OWNER and collected as a part of the assessments against said CO-OWNER under Article II hereof. The ASSOCIATION shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. The liability insurance carried by the ASSOCIATION shall, where appropriate, contain cross-liability-endorsements to cover liability of the CO-OWNERS as a group to another CO-OWNER.

C. All premiums upon insurance purchased by the ASSOCIATION pursuant to these Bylaws shall be expenses of administration.

D. Proceeds of all insurance policies owned by the ASSOCIATION shall be received by the ASSOCIATION, held in a separate account and distributed to the ASSOCIATION and the CO-OWNERS and their mortgagees, as their interests may appear,

provided, however, whenever repair or reconstruction of the CONDOMINIUM shall be required as provided in ARTICLE VI of these Bylaws, the proceeds of any insurance received by the ASSOCIATION as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

E. The ASSOCIATION shall renew or make a commitment to renew the insurance coverage provided for herein within period not less than forty-five (45) days prior to the expiration of each insurance policy.

Section 2. The ASSOCIATION shall take out and carry and maintain at all times in full force and effect, an "officers and directors" insurance policy covering the ASSOCIATION for any and all liability which it may incur under ARTICLE VII, Section 1 of the CROSSWINDS WEST CONDOMINIUM ASSOCIATION Bylaws, or otherwise, by reason of any acts or omissions of the officers or directors of the ASSOCIATION. Such coverage shall be in such amount as the ASSOCIATION's Board of Directors shall determine from time to time to be necessary and adequate.

ARTICLE VI

RECONSTRUCTION, REPAIR AND MAINTENANCE

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

A. If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the CONDOMINIUM is tenantable, unless it is determined that the CONDOMINIUM shall be terminated.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the CONSOLIDATED MASTER DEED and the plans and specifications of the CONDOMINIUM PROJECT.

Section 3. If the damage is only to a part of an UNIT which is the responsibility of a CO-OWNER to maintain and repair, it shall be the responsibility of the CO-OWNER to repair such damage in accordance with Section 4 hereof. In all other cases the responsibility for reconstruction and repair shall be that of the ASSOCIATION.

Section 4. Each CO-OWNER shall be responsible for the reconstruction, repair and maintenance of the interior of his or her UNIT including all window and door glass (including doorwall

glass). Each CO-OWNER shall also be responsible for the costs of any reconstruction, repair or maintenance to any other portion of the CONDOMINIUM necessitated by his or her negligence or misuse or the negligence or any misuse by his or her family, guests, agents, servants, employees or contractors to the extent that the cost of such reconstruction, repair or maintenance is not covered by insurance maintained by the ASSOCIATION. In the event damage to a CO-OWNER's unit is covered by insurance held by the ASSOCIATION for the benefit of the CO-OWNER, the CO-OWNER shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the ASSOCIATION. The ASSOCIATION shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a unit caused by damage to such common elements or the reconstruction, repair or maintenance thereof. [The ASSOCIATION shall not however, be responsible for any damage caused by the elements, including water damage to the contents of any UNIT including wall coverings unless and only to the extent that such damage shall be covered under a policy of insurance then in effect and maintained by the ASSOCIATION.]

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Section 5. Immediately after a casualty causing damage to property for which the ASSOCIATION has the responsibility of maintenance, repair and reconstruction, the ASSOCIATION shall obtain reliable and detailed estimates of the costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the ASSOCIATION, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against the CO-OWNERS who own or who are responsible for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated costs of repair.

Section 7. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a CO-OWNER shall be paid to the CO-OWNER, or if there is a mortgage endorsement, then to the CO-OWNER and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these Bylaws.

Section 8.

A. If any of the common elements is taken by eminent domain, the award therefor shall be allocated to the CO-OWNERS in proportion to their respective undivided interests in the common elements. The ASSOCIATION of CO-OWNERS, acting through its Board of Directors, may negotiate on behalf of all CO-OWNERS for any

reduced in proportion to the reduction in the undivided interests in the common elements.

ARTICLE VII
RESTRICTIONS

Section 1. No UNIT in the CONDOMINIUM shall be used for other than residential purposes, and the common elements shall be used only for purposes consistent with residential use, and at all times shall be occupied in compliance with any and all applicable existing municipal occupancy and health codes and/or regulations.

Section 2. A CO-OWNER may rent any number of units at any time, without limitation as to the term of occupancy.

A. A CO-OWNER desiring to rent or lease a CONDOMINIUM unit for a period of longer than thirty (30) consecutive days, shall disclose that fact in writing to the ASSOCIATION at least ten (10) days before presenting a lease form to a potential lessee, and at the same time, shall supply the Board of Directors with a copy of the exact lease form for its review for its compliance with the CONDOMINIUM documents.

B. Tenants or non co-owner occupants ("Tenants") shall comply with all of the conditions of the CONDOMINIUM DOCUMENTS and all leases and rental agreements shall require such compliance.

C. If the ASSOCIATION of CO-OWNERS determines that the Tenant failed to comply with the conditions of the CONDOMINIUM DOCUMENTS, the ASSOCIATION of CO-OWNERS shall take the following action:

(1) The ASSOCIATION of CO-OWNERS shall notify the CO-OWNER by certified mail, advising of the alleged violation by the tenant. The CO-OWNER shall have fifteen (15) days after receipt of the notice to correct the alleged breach by the tenant or advise the ASSOCIATION of CO-OWNERS that a violation has not occurred.

(2) If after fifteen (15) days the ASSOCIATION of CO-OWNERS believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf, an action of both eviction against the tenant or non co-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 of CO-OWNERS may hold both the Tenant and the CO-OWNER liable for any damage to the general

common elements caused by the CO-OWNER or Tenant in connection with the UNIT or CONDOMINIUM PROJECT.

D. When a CO-OWNER is in arrearage to the ASSOCIATION of CO-OWNERS for assessments, the ASSOCIATION of CO-OWNERS may give written notice of the arrearage to a tenant occupying a CO-OWNER's CONDOMINIUM UNIT under a lease or rental agreement, and the Tenant, after receiving the notice, shall deduct from rental payments due the CO-OWNER the arrearage and future assessments as they fall due and pay them to the ASSOCIATION of CO-OWNERS. The deduction shall not constitute a breach of the rental agreement or lease by the Tenant.

Section 3. No CO-OWNER shall make alterations in exterior appearance or make structural modifications to his or her UNIT or to any of the common elements, limited or general, including, but not limited to, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any CO-OWNER damage or make modifications or attachments to common element walls between units without the written approval of the ASSOCIATION. The ASSOCIATION shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the CONDOMINIUM.

Section 4. CO-OWNERS desiring to erect a patio deck within, or to enclose the patio area, referred to in subparagraph (B)(1) of ARTICLE IV of the CONDOMINIUM Bylaws, by erecting a fence perpendicular to the exterior patio wall of such UNIT, may do so only in accordance with the following standards:

(a) Any such patio deck or fence must be erected at the expense of the CO-OWNER, and shall be maintained by and at the expense of the CO-OWNER. In the event the CO-OWNER shall at any time fail to satisfactorily maintain such patio deck or fence in accordance with the standards of the Board of Directors of the ASSOCIATION, the ASSOCIATION may undertake any need and repair or maintenance work and may enforce payment of all expenses related thereto by levying a special assessment against such CO-OWNER pursuant to the provisions of the CONDOMINIUM Bylaws.

(b) The height, length, material and finish of patio decks and fences must be in accordance with standards adopted by the ASSOCIATION Board of Directors.

(c) The patio area enclosed by the fence shall be maintained by and at the expense of the CO-OWNER.

(d) Any deck built within the patio area must be no higher than 18 inches above the finished grade of the patio area.

(e) Construction of any fence must be approved in writing by the Board of Directors of the ASSOCIATION in advance.

(f) Any deviations from the above standards must be approved in writing by the Board of Directors of the ASSOCIATION in advance.

Section 5. No improper, unlawful or offensive activity shall be carried on in any UNIT of 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 CO-OWNER shall do or permit anything to be done or keep or permit to be kept in his or her UNIT or on the common elements anything that will increase the rate of insurance on the CONDOMINIUM.

Section 6. Domesticated animals may be kept and maintained as pets by CO-OWNERS, provided however, that no person shall be allowed to keep or maintain more than one (1) animal unless specifically approved in writing by the Board of Directors of the ASSOCIATION. No animal may be kept or bred for any commercial purpose. All animals shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements, limited or general. No savage or dangerous animal shall be kept and any CO-OWNER who causes any animal to be brought or kept upon the premises of the CONDOMINIUM shall indemnify and hold harmless the ASSOCIATION for any loss, damage or liability which the ASSOCIATION may sustain as the result of the presence of such animal on the premises, whether or not the ASSOCIATION has given its permission therefor. Each CO-OWNER is responsible for the immediate removal and proper disposal of all fecal matter deposited by his or her pet(s). 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 assessments necessary to defray the maintenance cost to the ASSOCIATION of accommodating animals within the CONDOMINIUM. The ASSOCIATION may, without liability to the owner thereof, remove or cause to be removed any animal from the CONDOMINIUM which it determines to be in violation of the restrictions imposed by this Section.

Section 7. The commons elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the ASSOCIATION. Trash receptacles shall be maintained in areas designated therefor and CO-OWNERS shall not be permitted to maintain or store trash or refuse on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of same on the designated trash or refuse pick-up day. The common elements shall not be used

in any way for the drying, shaking or airing of clothing or other fabrics. All curtains and drapes visible from the exterior of any UNIT shall be made or lined with material which is white or off-white in color. No activity shall be carried on nor condition maintained by CO-OWNER either in his or her UNIT or upon the common elements which spoils the appearance of the CONDOMINIUM.

Section 8. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches and stairs shall not be obstructed in any way nor shall same be used for purposes other than for those purposes for which they were reasonably intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of the swimming pool and tennis court facilities may be limited to such times and in such a manner as the ASSOCIATION Board of Directors shall determine appropriate.

Section 9. No house trailers, commercial vehicles, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, boats or boat trailers may be parked or stored upon the premises of the CONDOMINIUM, without the prior written consent of the ASSOCIATION. Provided however, vehicles may be stored within an enclosed garage (but not an open carport) out of view from the common elements. Commercial vehicles and trucks shall not be parked in or about the CONDOMINIUM (except as provided herein) unless while making deliveries or pickups in the normal course of business. Guest parking shall be allowed in the areas designated therefor. Any abandoned or unlicensed vehicles may be removed from the CONDOMINIUM premises by the ASSOCIATION and the owner thereof shall be liable for all costs and expenses incurred by the ASSOCIATION in connection with such removal.

Section 10. No CO-OWNER shall use, permit the use by any occupant, agent, employee, invitee, guest or member of his or her family, of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the CONDOMINIUM, nor shall any CO-OWNER use or permit to be brought into a UNIT any flammable oils or fluids such as gasoline, kerosene, napha, benzene, or other explosive or articles deemed unreasonably hazardous to life, limb or property, without in each case obtaining written consent of the ASSOCIATION.

Section 11. No CO-OWNER shall plant any flowers or place any ornamental materials (including landscape lighting) upon the common elements without the approval of the ASSOCIATION which approval shall not be unreasonably withheld.

Section 12. Use of motorized vehicles anywhere on the CONDOMINIUM premises other than licensed motorized vehicles for personal transportation, authorized maintenance vehicles, commercial vehicles as provided in Section 9 of this ARTICLE VII is absolutely prohibited.

Section 13. Each CO-OWNER shall maintain his or her UNIT and any limited common elements appurtenant thereto in a safe, clean and sanitary condition. Each CO-OWNER shall also use due care to avoid damaging any of the common elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and each CO-OWNER shall be responsible for damages or costs to the ASSOCIATION not otherwise covered by insurance resulting from his or her negligent damage to or misuse of any of the common elements. Any such costs or damages to the ASSOCIATION may be assessed to and collected from the CO-OWNER in the manner provided in ARTICLE II hereof.

Section 14. No buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations, nor shall any shrubs, trees or other landscaping modifications be made until plans and specifications, acceptable to the ASSOCIATION showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the ASSOCIATION, and a copy of said plans and specifications, as finally approved by the Board of Directors, lodged permanently with the ASSOCIATION. The ASSOCIATION shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for esthetics or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the CONDOMINIUM as a whole.

Section 15. No signs or other advertising devices shall be displayed which are visible from the exterior of an UNIT or on the common elements, including "For Sale", "For Lease" or "Open" signs. In the event of any violation of this restriction the CO-OWNER placing any such prohibited signs or other advertising device shall be liable for liquidated damages in the amount of One Hundred Dollars (\$100.00) per day for each and every day such sign or advertising device is displayed. Such damages shall be immediately payable to the ASSOCIATION.

Section 16. Reasonable regulations consistent with the ACT, the CONSOLIDATED MASTER DEED and these Bylaws, concerning the use or maintenance of the common elements may be made and amended from time to time by any Board of Directors of the ASSOCIATION. All copies of such regulations and amendments thereto shall be furnished to all CO-OWNERS and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each CO-OWNER. Any such regulations or amendment

may be revoked at any time by seventy-five (75%) percent of all CO-OWNERS in number and in value.

Section 17. The ASSOCIATION or its duly authorized agents shall have access to each UNIT from time to time, during reasonable working hours, upon notice to the CO-OWNER thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The ASSOCIATION or its agents shall also have access to each UNIT at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another UNIT. It shall be the responsibility of each CO-OWNER to provide the ASSOCIATION means of access to his or her UNIT during all periods of absence and in the event of the failure of such CO-OWNER to provide means of access, the ASSOCIATION may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such CO-OWNER for any damage to his or her UNIT caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 18. No CO-OWNER may dispose of a UNIT, or any interest therein, by sale or lease without complying with the following terms and conditions:

A. A CO-OWNER intending to make a sale or lease of an UNIT, or any interest therein, 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 or lessee and such other information as the ASSOCIATION may reasonably require. Prior to the sale or leasing of an UNIT the selling or leasing CO-OWNER shall provide a complete copy of all CONDOMINIUM DOCUMENTS and all amendments thereof, to the proposed buyer or tenant. In the event a CO-OWNER shall fail to notify the ASSOCIATION of the proposed sale or lease or in the event a CO-OWNER shall fail to provide the prospective buyer or tenant with a copy of all CONDOMINIUM DOCUMENTS as herein provided, such CO-OWNER shall be liable for all costs and expenses including attorney fees, that may be incurred by the ASSOCIATION as result thereof or by reason of any non-compliance by such buyer or tenant with the terms, provisions and restrictions set forth within such CONDOMINIUM DOCUMENTS.

B. The Holder of a mortgage shall not be subject to this Section 18 in the sale or lease of any UNIT 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.

Section 19. The ownership of an UNIT acquired by gift, devise or inheritance shall be subject to the provisions of the CONSOLIDATED MASTER DEED and these Bylaws.

Section 20. If a CO-OWNER violates the restrictions as outlined in the CONDOMINIUM DOCUMENTS the ASSOCIATION may enforce the provisions of the CONSOLIDATED MASTER DEED and these Bylaws through judicial action or as otherwise determined by the ASSOCIATION'S Board of Directors.

Section 21. INTENTIONALLY DELETED.

Section 22. INTENTIONALLY DELETED.

Section 23. 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.

Section 24. INTENTIONALLY DELETED.

ARTICLE VIII

MORTGAGES

Section 1. No CO-OWNER may mortgage his or her UNIT or any interest therein without the approval of the ASSOCIATION except to an institutional lender, including, without limitation, a bank, mortgage banker, pension fund, life insurance company, a State or Federal Savings & Loan Association, or a chartered State or Federal Credit Union. The approval of any other mortgagee may be granted upon conditions determined by the ASSOCIATION, or may be arbitrarily withheld. This provision shall not be construed so as to prevent a CO-OWNER from accepting a purchase money mortgage from a purchaser.

Section 2. Any CO-OWNER who mortgages his or her UNIT shall notify the ASSOCIATION through the management agent, if any, of the name and address of the mortgagee, and the ASSOCIATION shall maintain such information in a book entitled "Mortgages of UNITS". The ASSOCIATION may, at the written request of a mortgagee of any such UNIT, report any unpaid assessments due from the CO-OWNER of such UNIT.

Section 3. The ASSOCIATION shall notify each mortgagee appearing in said book of the name of each company insuring the CONDOMINIUM against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 4. Any holder of a mortgage which comes into possession of the UNIT pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any restriction on the sale or rental of the mortgaged UNIT, other than those restrictions on the

posting of signs pertaining to the sale or rental of the UNIT, as set forth in Section 15 of ARTICLE VII.

Section 5. Any holder of the mortgage which comes into possession of the UNIT pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take the property free of any claims for unpaid assessments or charges against the mortgaged UNIT which accrue prior to the time such holder comes into possession of the UNIT (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all UNITS including the mortgaged UNIT).

Section 6. Unless all holders of first mortgage liens on individual UNITS have given their prior written approval, the ASSOCIATION of the CONDOMINIUM shall not:

(a) change the pro rata interest or obligations of any UNIT for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the CONDOMINIUM PROJECT;

(b) partition or subdivide any UNIT or the common elements of the CONDOMINIUM PROJECT; nor,

(c) by act or omission seek to abandon the CONDOMINIUM status of the CONDOMINIUM PROJECT except as provided by statute in case of substantial loss to the UNITS and common elements of the CONDOMINIUM PROJECT.

ARTICLE IX

AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the ASSOCIATION acting upon the vote of the majority of the Directors or pursuant to a request by one-third (1/3) or more in number of the members of the ASSOCIATION whether meeting as members or by instrument in writing signed by them.

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

Section 3. These Bylaws may be amended for a proper purpose by the ASSOCIATION at any regular Annual Meeting, or at a Special Meeting called for such purpose, by a majority of the votes of the CO-OWNERS, provided, the Board of Directors of the ASSOCIATION determines that the amendment or amendments do not materially alter or change the rights of CO-OWNERS, mortgagees, or other interested

parties. In the event that the Board of Directors of the ASSOCIATION determines that the proposed amendment or amendments would materially alter or change the rights of CO-OWNERS, mortgagees, or other interested parties, such amendment or amendments must be approved by two-thirds (2/3) of the votes of the CO-OWNERS. In no event shall a CO-OWNER's UNIT dimensions or appurtenant limited common elements be modified without his or her consent.

Section 4. INTENTIONALLY DELETED.

Section 5. A copy of each amendment to the Bylaws shall be furnished to all CO-OWNERS after adoption.

ARTICLE X

COMPLIANCE

Section 1. The ASSOCIATION of CO-OWNERS and all present or future CO-OWNERS, tenants, future tenants, or any other persons using the facilities of the CONDOMINIUM PROJECT in any manner are subject to and shall comply with the ACT, as amended and the CONDOMINIUM documents, and the mere acquisition, occupancy or rental of UNITS in the CONDOMINIUM shall signify that the CONDOMINIUM documents are accepted and ratified. In the event the CONDOMINIUM documents conflict with the provisions of the statute, the statute shall govern.

ARTICLE XI

DEFINITIONS

All terms used herein shall have the same meaning as set forth in the CONSOLIDATED MASTER DEED to which these Bylaws are attached as an Exhibit.

ARTICLE XII

REMEDIES FOR DEFAULT

Any default by a CO-OWNER shall entitle the ASSOCIATION or another CO-OWNER or CO-OWNERS to the following relief:

A. Except as otherwise provided for in Article III herein, failure to comply with any of the terms or provisions of the CONSOLIDATED MASTER DEED or these Bylaws, or any regulatory agreement of the ASSOCIATION which is not cured within fifteen (15) days of written notice thereof, shall constitute a default ("Default") and shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if for default in payment of assessment) or any combination thereof, in which relief may be sought subjects to the provisions of ARTICLE IV hereof by the ASSOCIATION, or, if appropriate by an aggrieved CO-OWNER or CO-OWNERS.

B. In any proceeding arising because of an alleged Default by any CO-OWNER the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable actual 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 attorney fees.

C. The violation of any of the provisions of the CONSOLIDATED MASTER DEED or these Bylaws or any regulatory agreement of the ASSOCIATION shall also give the ASSOCIATION or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any UNIT, where reasonably necessary, and summarily remove and abate, at the expense of the CO-OWNER in violation, any structure, thing or condition existing or maintained contrary to the provisions of the said documents.

D. The failure of the ASSOCIATION or of any CO-OWNER to enforce any right, provision, requirement, covenant or condition which may be granted or imposed by the said CONDOMINIUM DOCUMENTS shall not constitute a waiver of the right of the ASSOCIATION or of any such CO-OWNER to enforce such right, provision, requirement, covenant or condition in the future.

E. All rights, the remedies and privileges granted to the ASSOCIATION or any CO-OWNER or CO-OWNERS pursuant to any terms, provisions, covenants or conditions of the aforesaid CONDOMINIUM DOCUMENTS, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

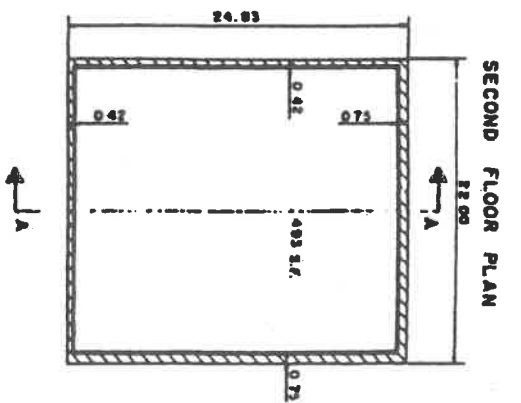
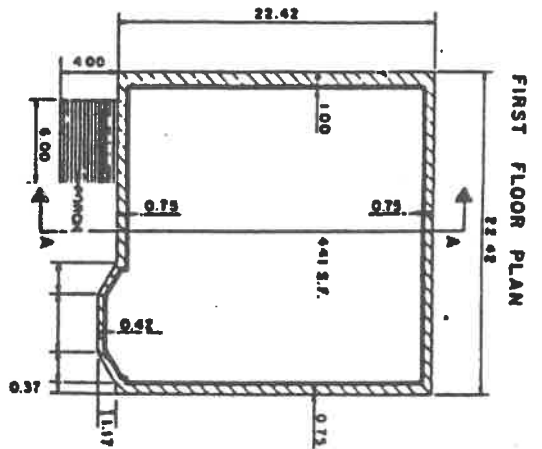
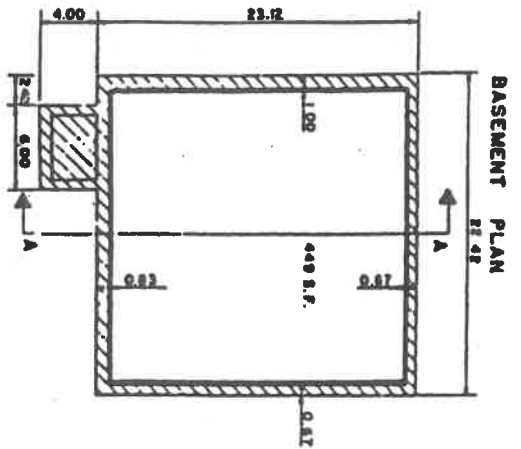
ARTICLE XIII

SEVERABILITY

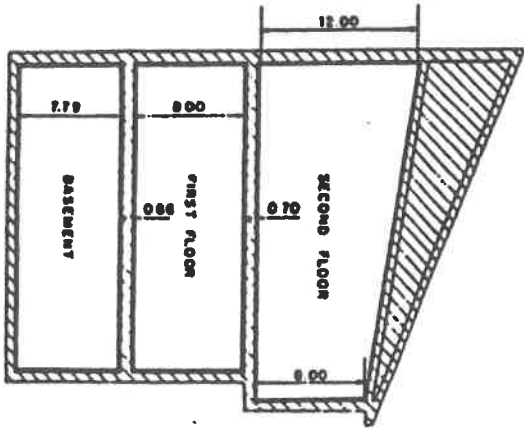
In the event that any of the terms, provisions or covenants of these Bylaws are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not effect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents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

EXHIBIT "B"

SUBDIVISION PLAN



SECTION A-A



LEGEND
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED.
 ALL ROOFS ARE GENERAL COMMON ELEMENT.
 ALL INTERIOR SURFACES OF UNIT PERIMETER WALLS, CEILINGS, FLOORS AND FINISHES CONTAINED WITHIN A UNIT ARE LIMITED COMMON ELEMENTS.
 ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

PROPOSED 11-13-00
 SHEET 5

PROJECT NO.	CONDOMINIUM UNIT
DATE	UNIT "A" TYPICAL PLAN
DESIGNER	
CHECKED	
APPROVED	

H-3600222
V-3000.000

H-4100.001
V-3000.930

1/2 NINE MILE ROAD

H-3000.380
V-3300.020

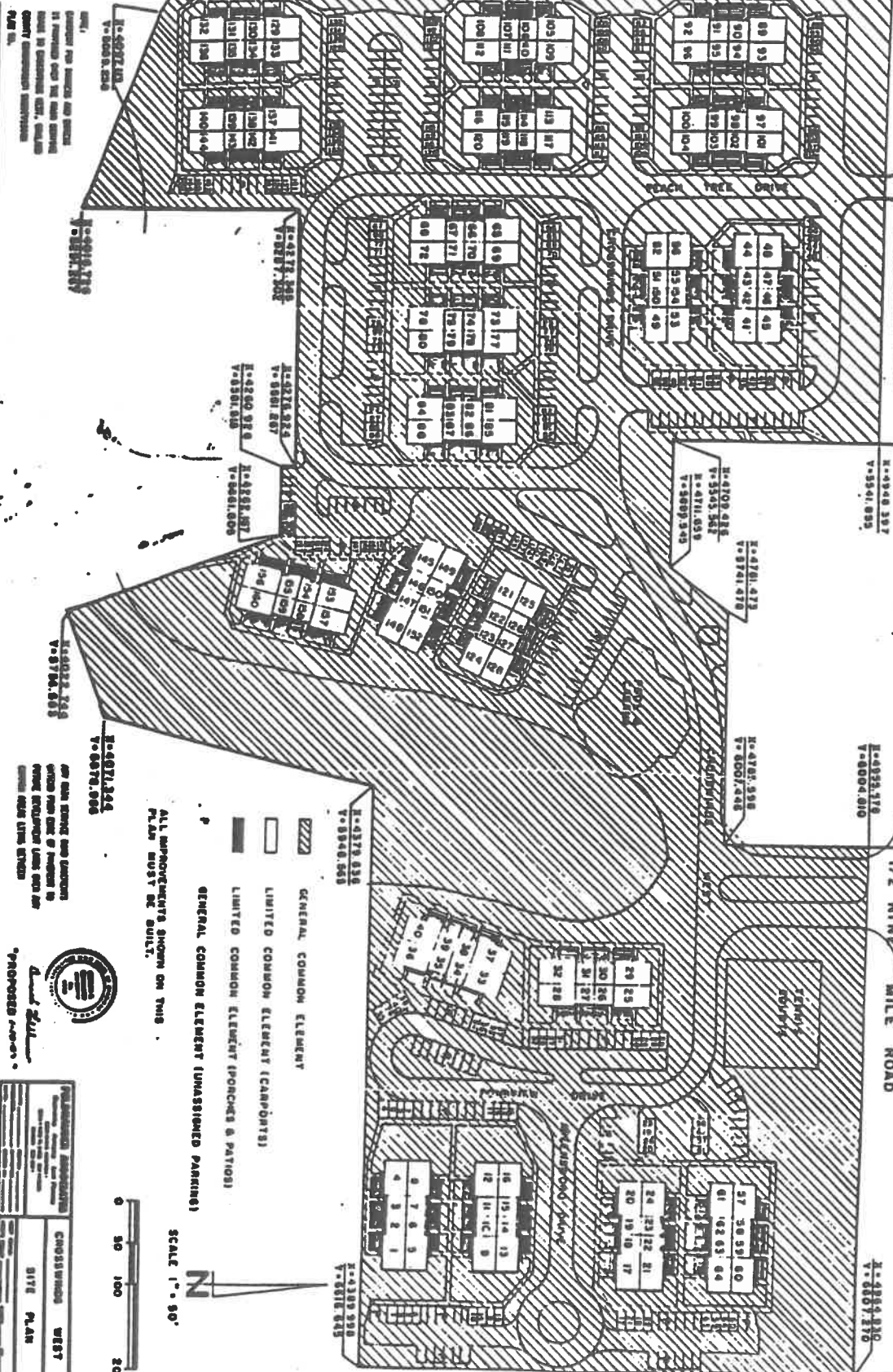
FOR UNIT CONCEPTS SEE SHEET

H-3010.371
V-3000.070

1/2 NINE MILE ROAD

H-3020.322
V-3000.185

H-4280.430
V-3000.170



NOTE:
CONTRACTOR FOR SERVICES AND SPECIAL
IS PROVIDED FROM THE STATE DEPARTMENT
SHOULD BE CONSULTED FIRST. THE STATE
DEPARTMENT OF CONSTRUCTION SERVICES
PLAN NO.

FOR DATA REGARDING THIS PROJECT
CONTACT THE STATE DEPARTMENT OF
CONSTRUCTION SERVICES. THE STATE
DEPARTMENT OF CONSTRUCTION SERVICES
PLAN NO.



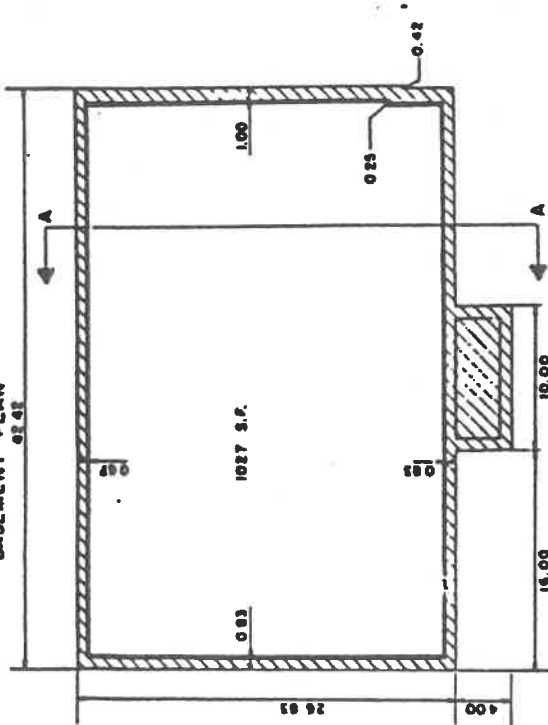
David S. Hill
PROPOSED ARCHITECT
SHEET 0

PROPOSED ARCHITECT	CROSSWORKS WEST
SITE PLAN	

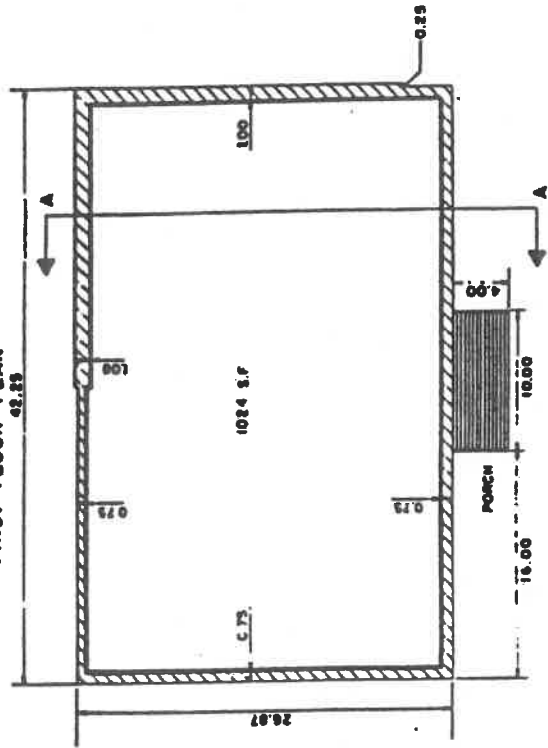
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT (CAMPMENTS)
 - LIMITED COMMON ELEMENT (PORCHES & PATIOS)
 - GENERAL COMMON ELEMENT (UNASSIGNED PARKING)
- ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.
- SCALE 1" = 90'



BASEMENT PLAN
42.41






FIRST FLOOR PLAN
42.25



LIBER 8892 PAGE 602

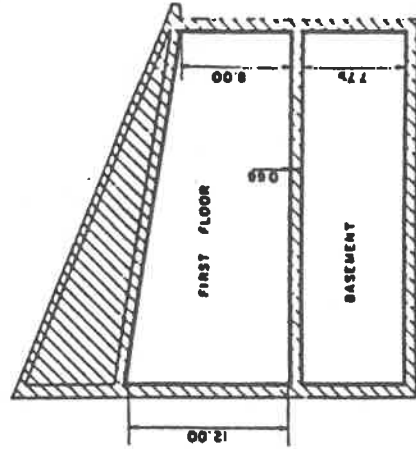
LEGEND

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

NOTE: ALL OWNERSHIP LINES ARE AT 90° TO ONE ANOTHER UNLESS OTHERWISE NOTED.

ALL ROOFS ARE GENERAL COMMON ELEMENT

ALL INTERIOR SURFACES OF UNIT: PARTIAL WALLS, CEILINGS, FLOORS AND BATHS ARE CONTAINED WITHIN A UNIT ARE LIMITED COMMON ELEMENTS. ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.



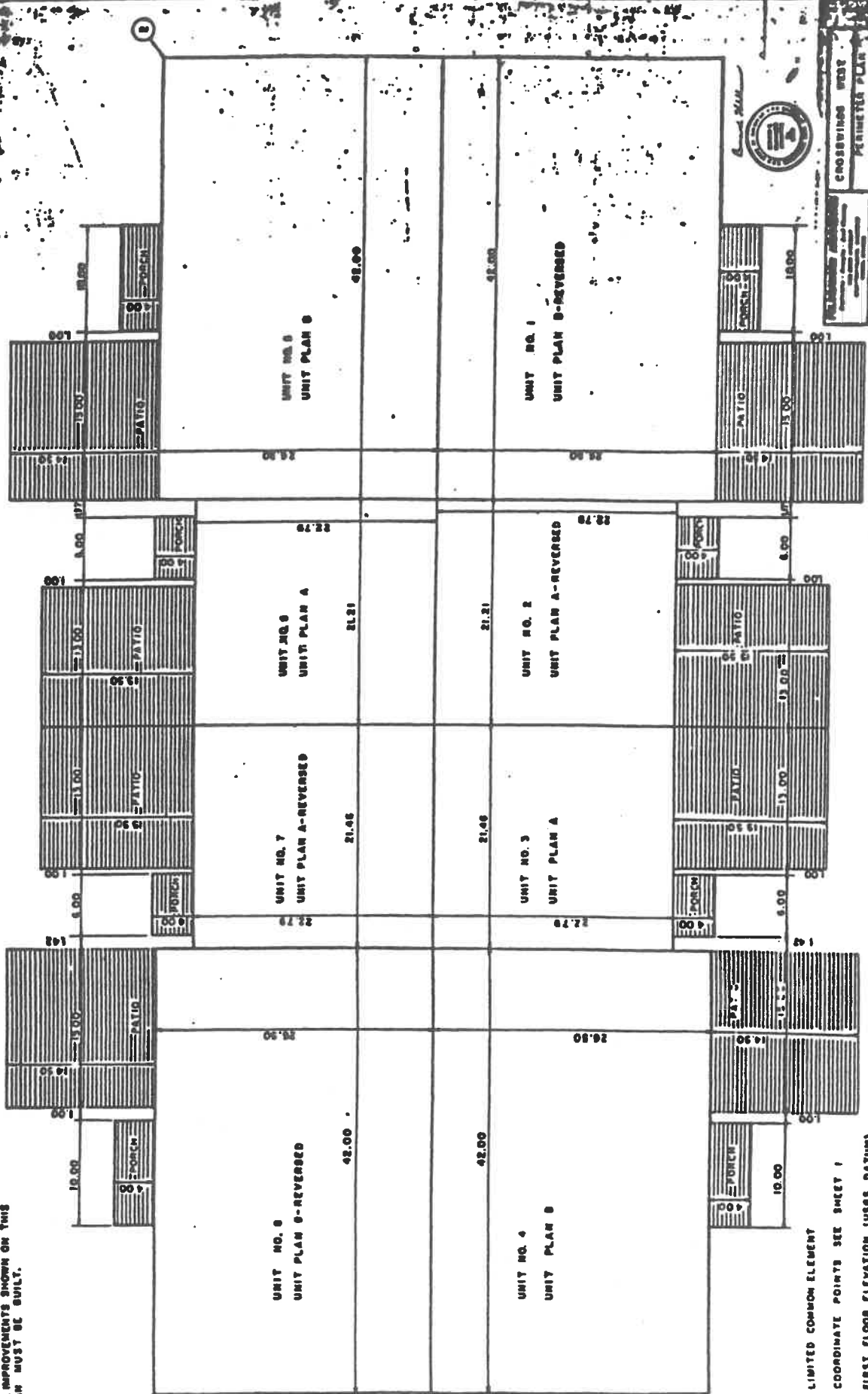
SECTION A A



PROPOSED 4-2-84
SHEET 6

PREPARED BY	CROSSWINDS WEST
DESIGNED BY	UNIT "B" TYPICAL PLAN
CHECKED BY	
DATE	

ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.



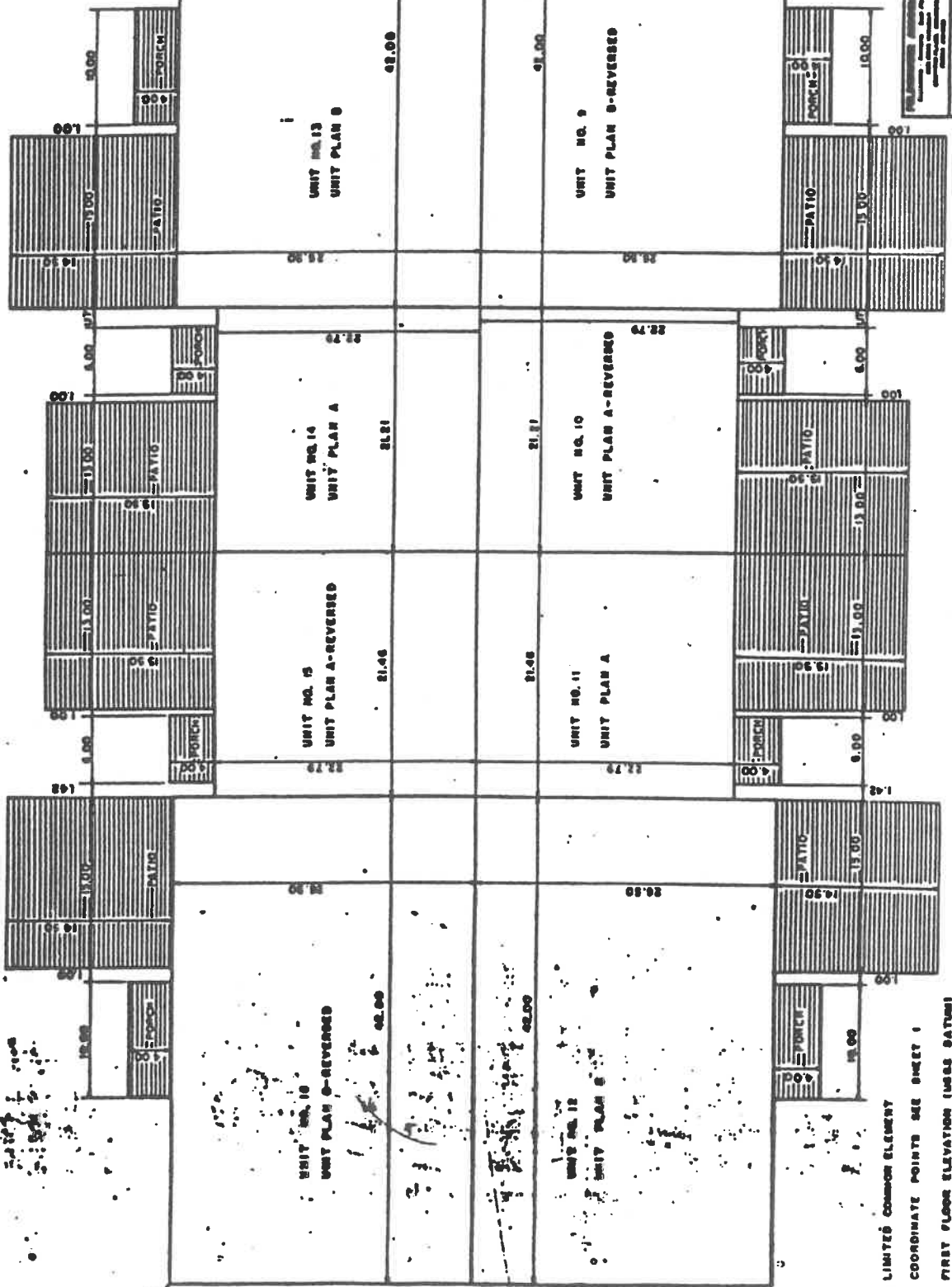
- ◻ LIMITED COMMON ELEMENT
- COORDINATE POINTS SEE SHEET 1
- FIRST FLOOR ELEVATION (USGS DATUM)



CROSSING WORD
PERIMETER PLAN
UNITS 1-12

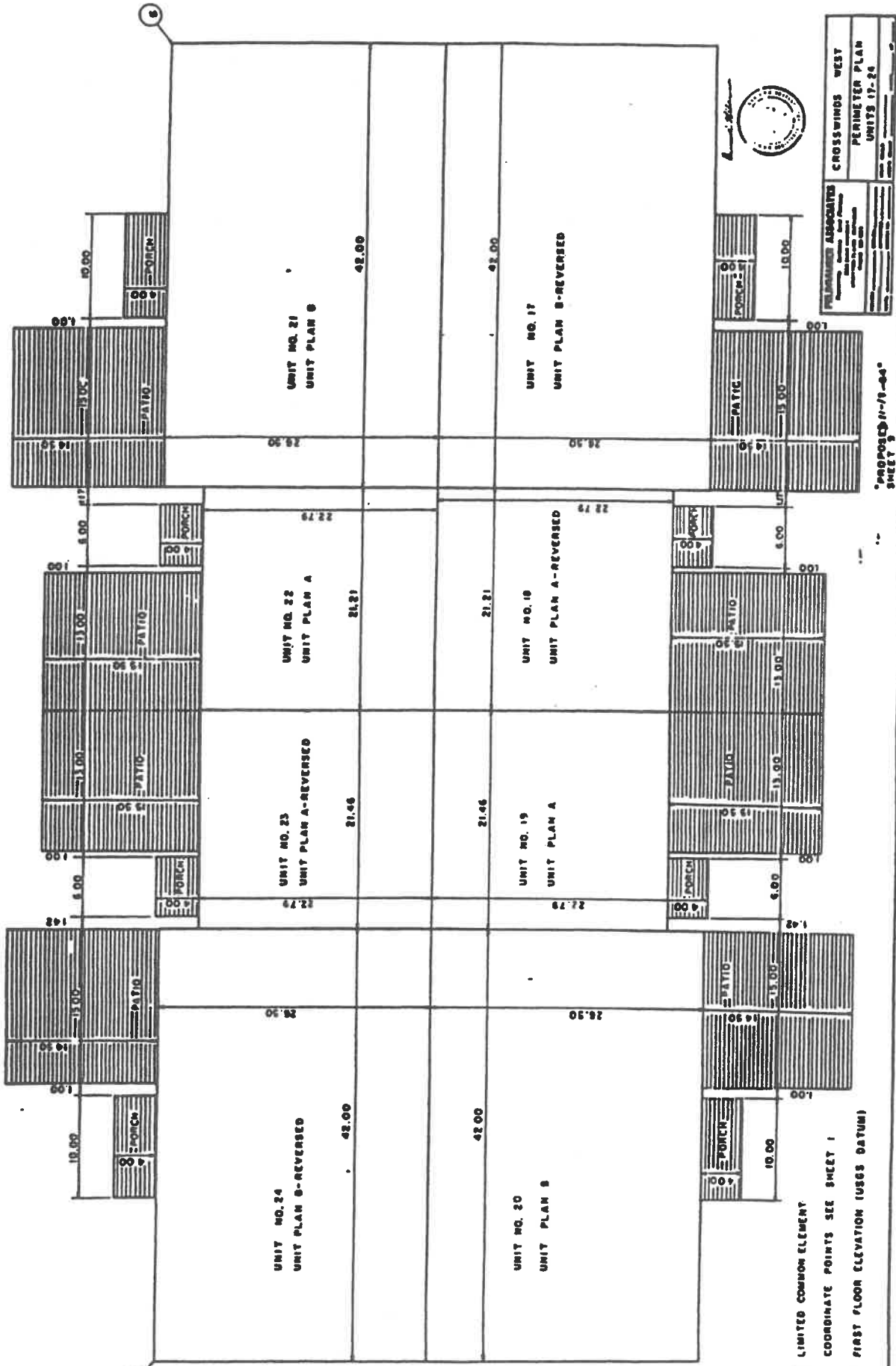
PROPOSED 06/23/84




ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.



ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT

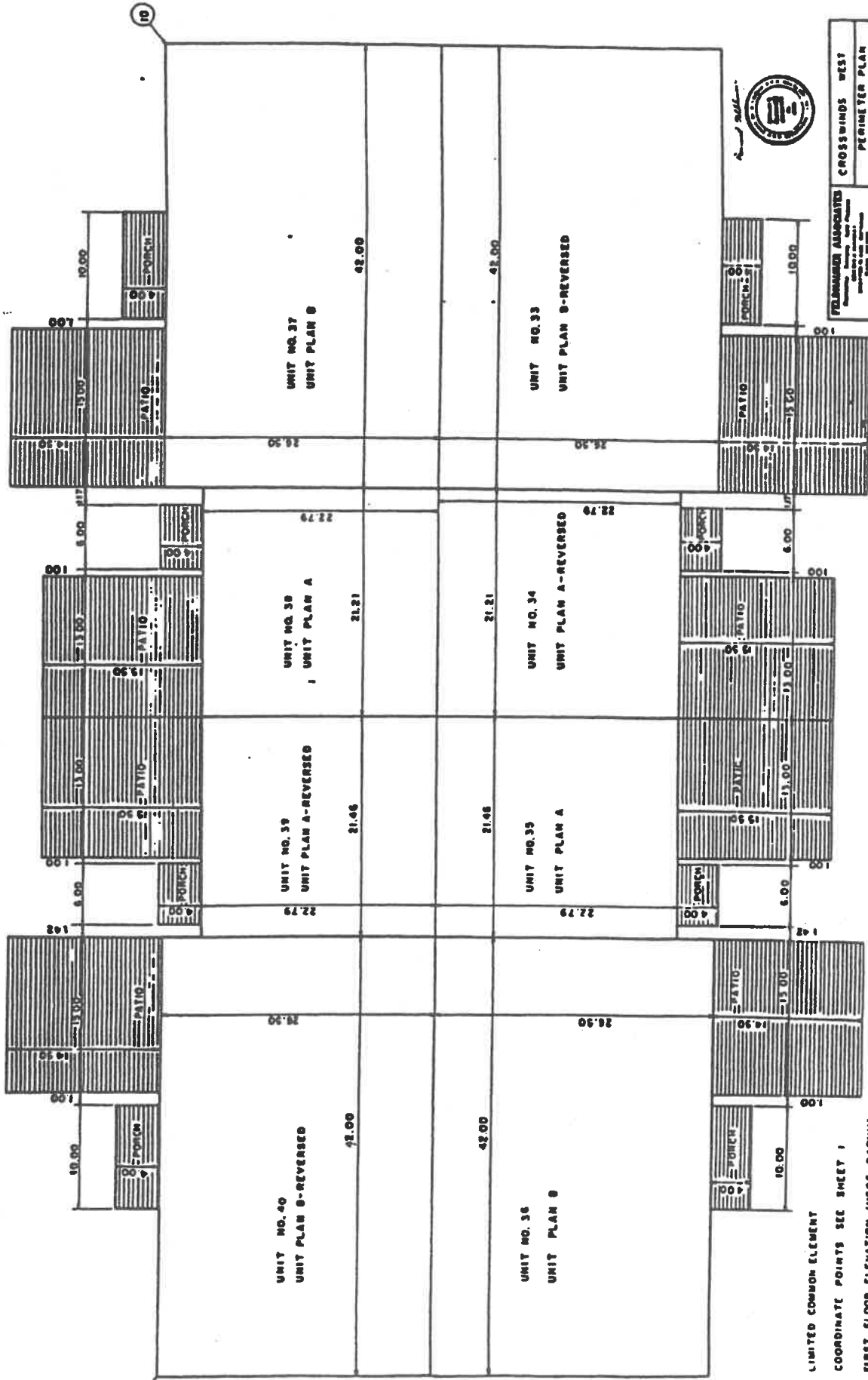
LIBER 8892 PAGE 605






-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (USGS DATUM)

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

LIBER 8892 PAGE 607



-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (USGS DATUM)

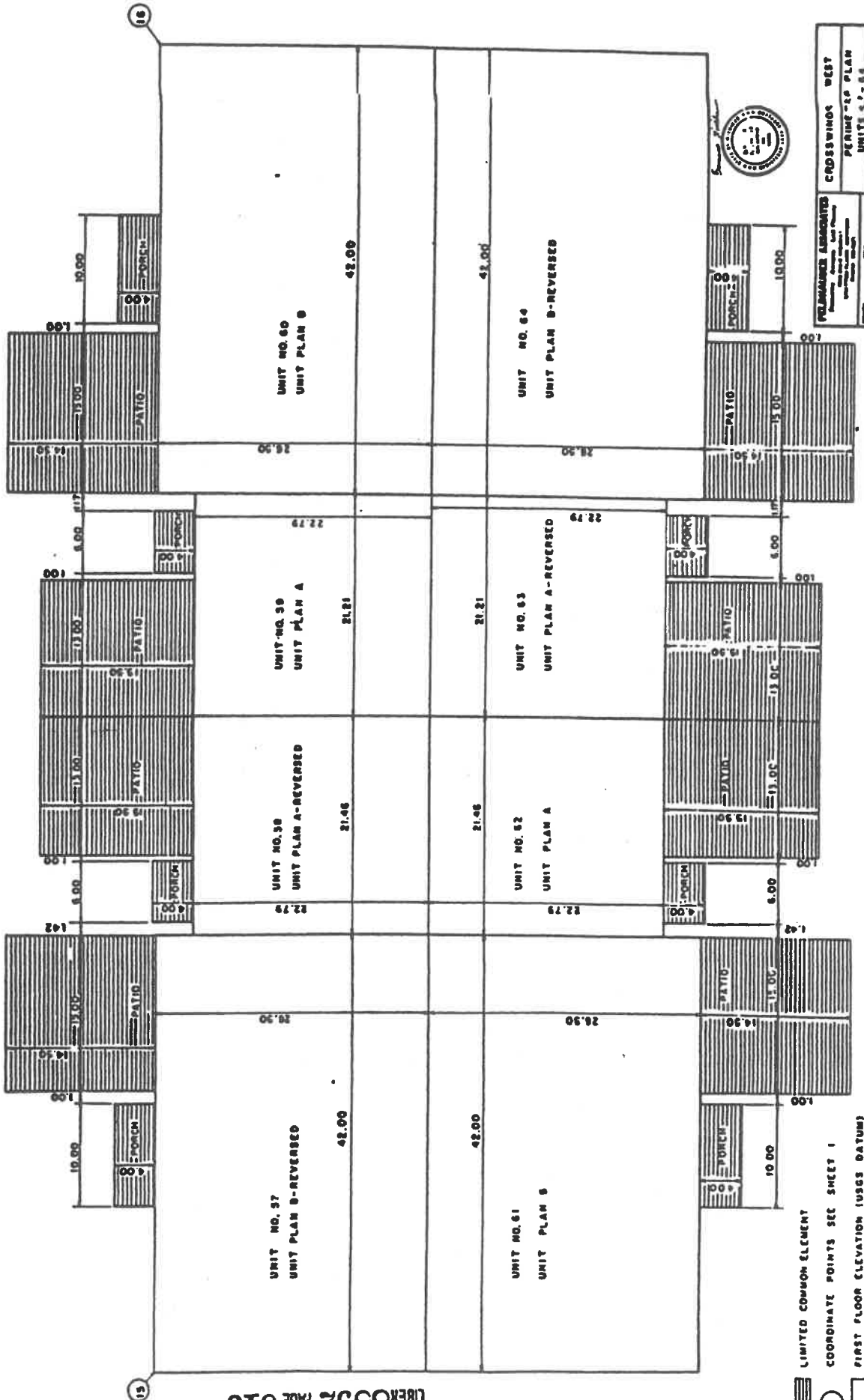


CROSSBINDS WEST
PERIMETER PLAN
UNITS 33-40




FOLMANN ASSOCIATES
 12345 Main Street
 Suite 100
 Miami, FL 33101
 Phone: (305) 123-4567
 Fax: (305) 987-6543
 www.folmann.com

PROPOSED 1-15-04
 SHEET 11

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT



LIBERN 88992 PAGE 610

-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (USGS DATUM)



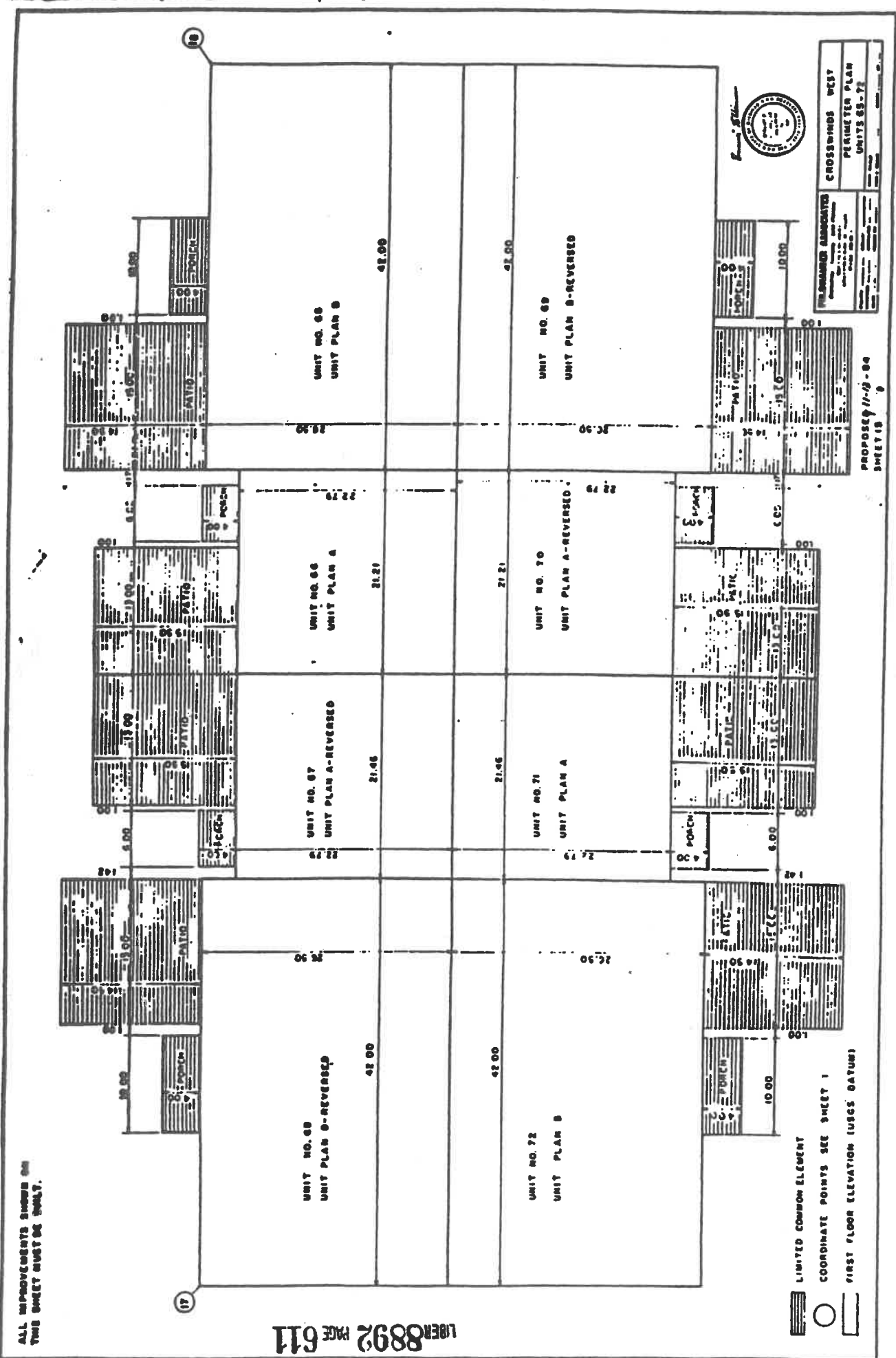
CROSSWINGS WEST
PERMITS - LA PLAN
UNITS 3 - 64

PERMANENT ASSOCIATED
 1000 S. GARDEN ST. SUITE 100
 ANAHEIM, CA 92805
 TEL: 714/771-1111
 FAX: 714/771-1112

PROPOSED 11-19-04
 SHEET 14

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT.

LIBER 8892 PAGE 611



- ▭ LIMITED COMMON ELEMENT
- COORDINATE POINTS SEE SHEET 1
- FIRST FLOOR ELEVATION (USGS DATUM)

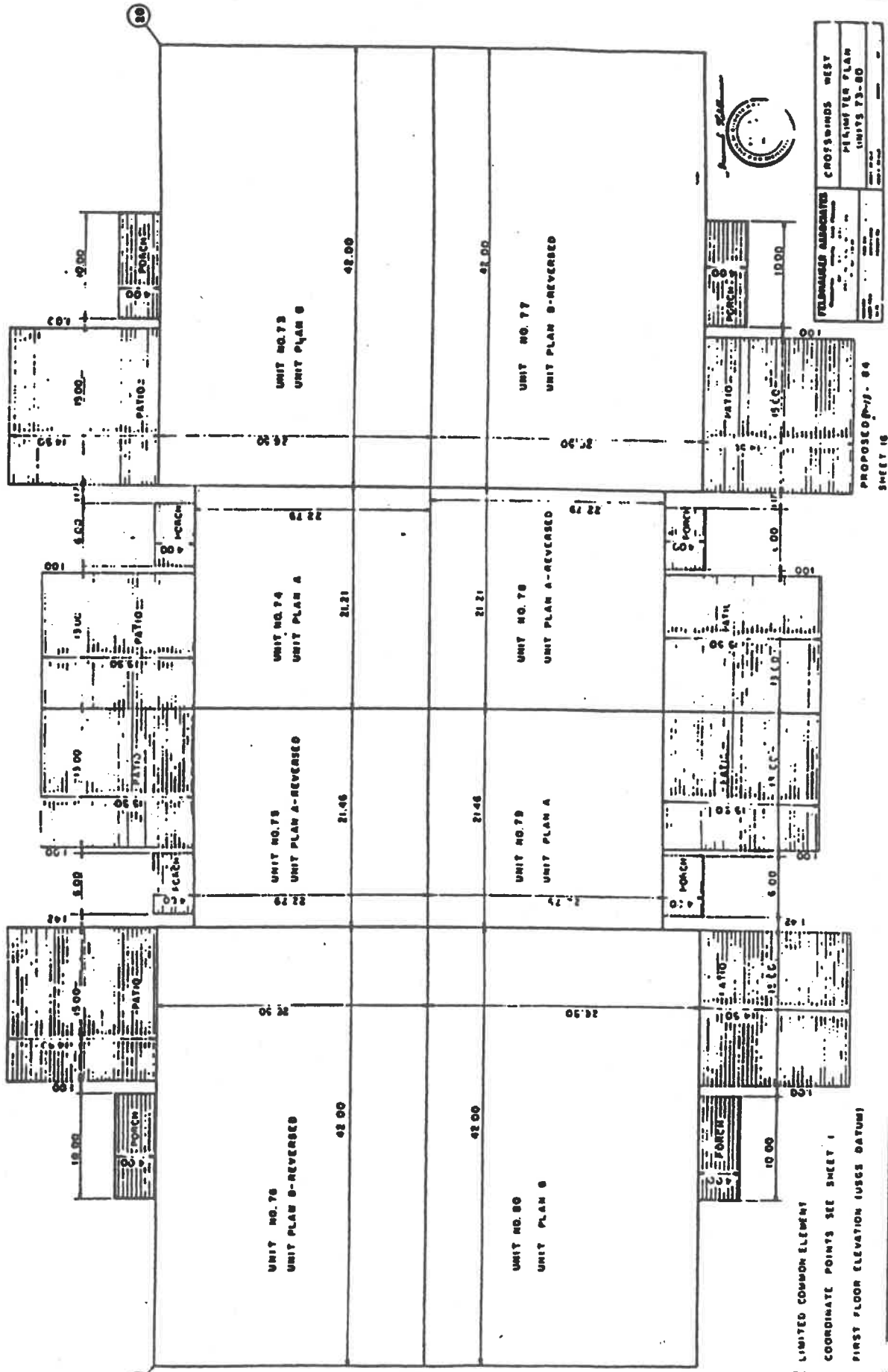
CROSSBOWS WEST
PERIMETER PLAN
UNITS 68-72

PREPARED BY: [Firm Name]
DATE: [Date]

PROPOSED 11-19-84
SHEET 19

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT.

LIBER 8892 PAGE 612



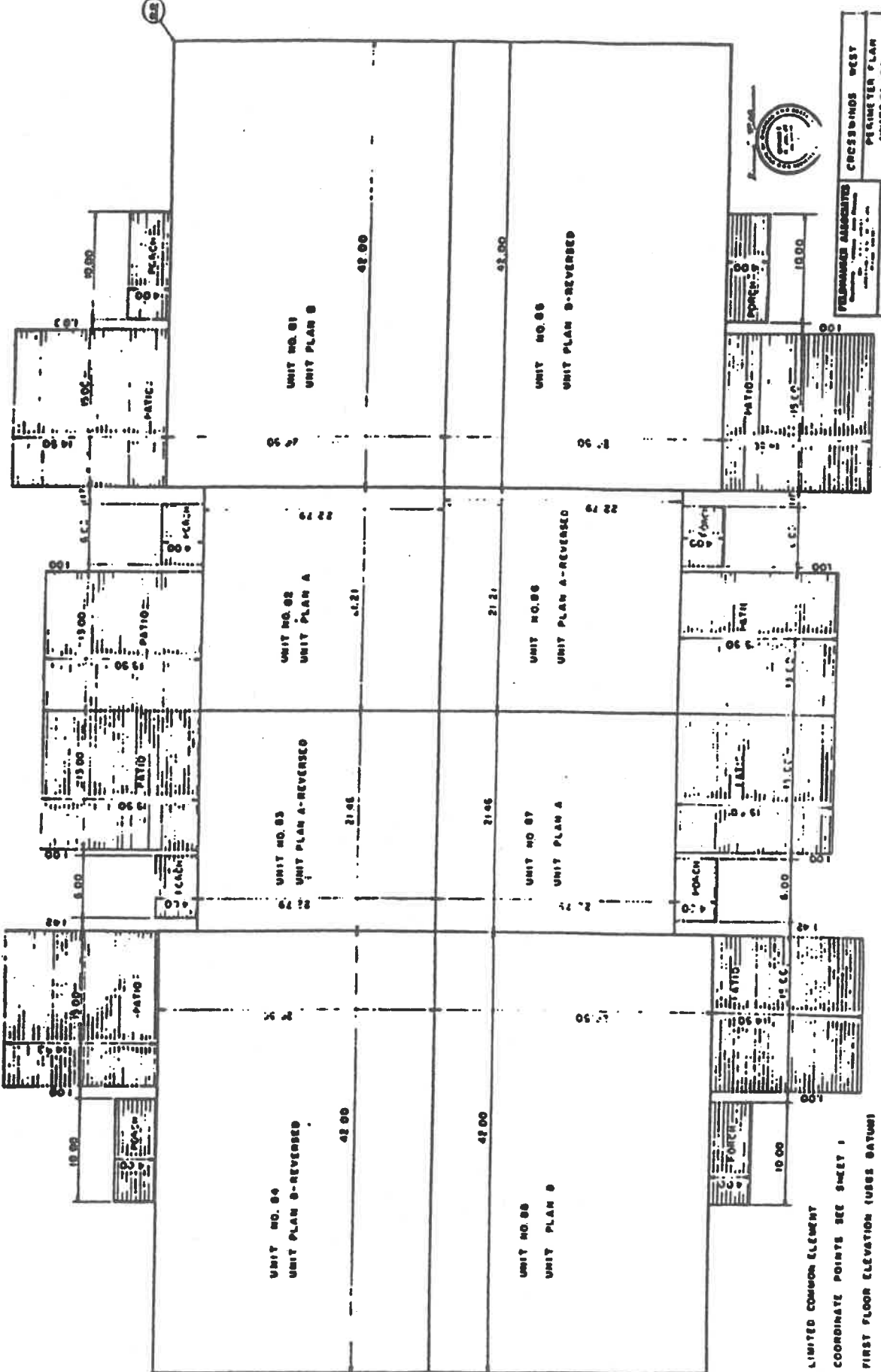
LIMITED COMMON ELEMENT
 COORDINATE POINTS SEE SHEET 1
 FIRST FLOOR ELEVATION (USGS DATUM)

PROPOSED ASSOCIATED
 CROSSBONDS WEST
 PLANTER PLAN
 UNITS 73-80
 SHEET 16



PROPOSED 11-84
 SHEET 16

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT.



LIMITED COMMON ELEMENT
 COORDINATE POINTS SEE SHEET 1
 FIRST FLOOR ELEVATION (USBB DATUM)

PROPOSED-01-17-04
 SHEET 17

PREPARED BY: [Signature]
 CHECKED BY: [Signature]
 DATE: [Date]

DESIGNED BY: [Signature]
 DATE: [Date]

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

PROJECT: [Project Name]

LOCATION: [Location]

OWNER: [Owner Name]

DATE: [Date]

PROJECT NO.: [Project Number]

SHEET NO.: [Sheet Number]

TOTAL SHEETS: [Total Sheets]

DATE: [Date]

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

PROJECT: [Project Name]

LOCATION: [Location]

OWNER: [Owner Name]

DATE: [Date]

PROJECT NO.: [Project Number]

SHEET NO.: [Sheet Number]

TOTAL SHEETS: [Total Sheets]

DATE: [Date]



UNIT NO. 01
 UNIT PLAN 0

UNIT NO. 02
 UNIT PLAN A

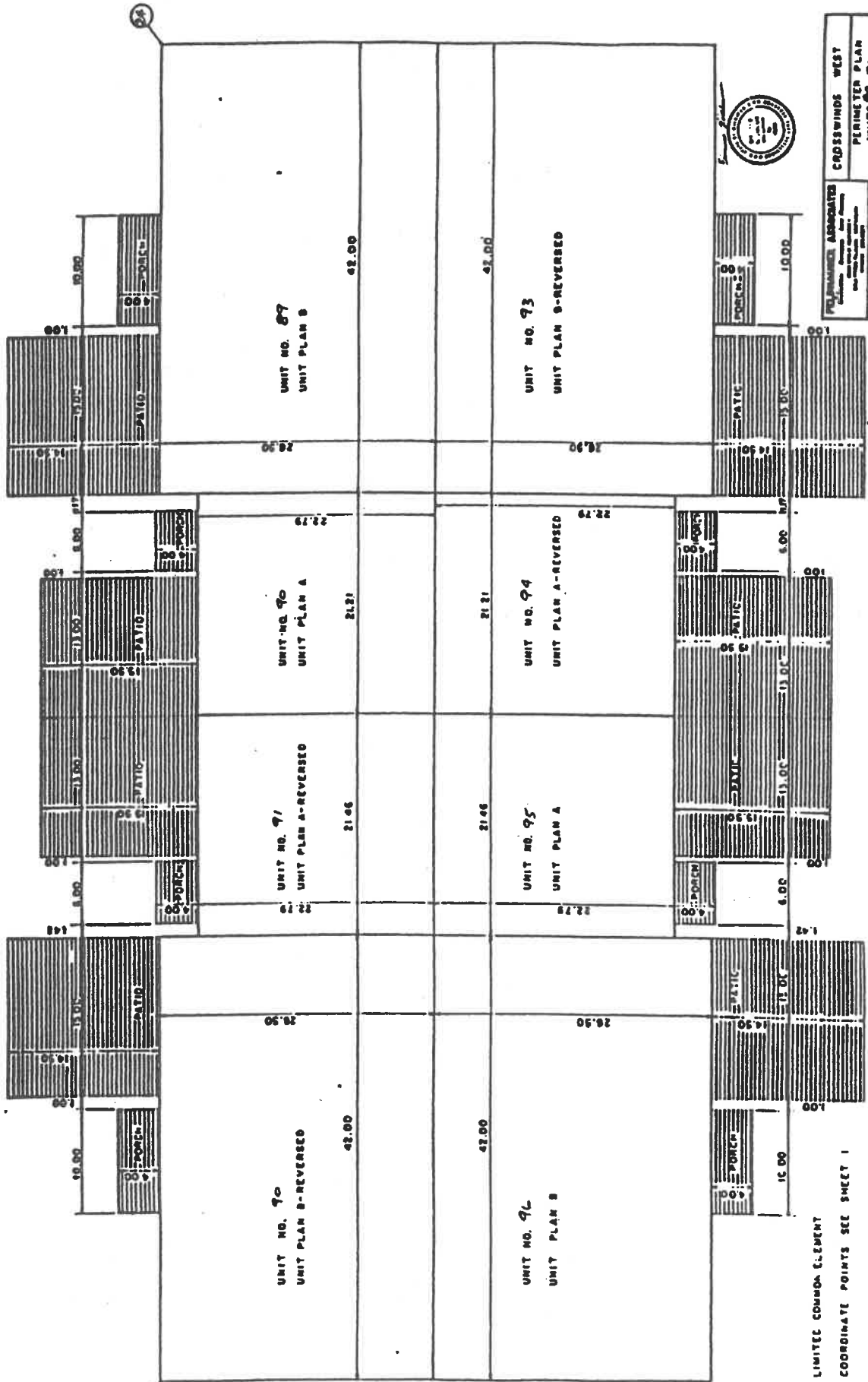
UNIT NO. 03
 UNIT PLAN A-REVERSED

UNIT NO. 04
 UNIT PLAN 0-REVERSED

UNIT NO. 05
 UNIT PLAN A-REVERSED

UNIT NO. 06
 UNIT PLAN 0-REVERSED

ALL DIMENSIONS SHOWN ON THIS SHEET MUST BE BUILT.



LIBER 8892 PAGE 614

LIMITED COMMON ELEMENT

COORDINATE POINTS SEE SHEET 1

FIRST FLOOR ELEVATION (USES DATUM)

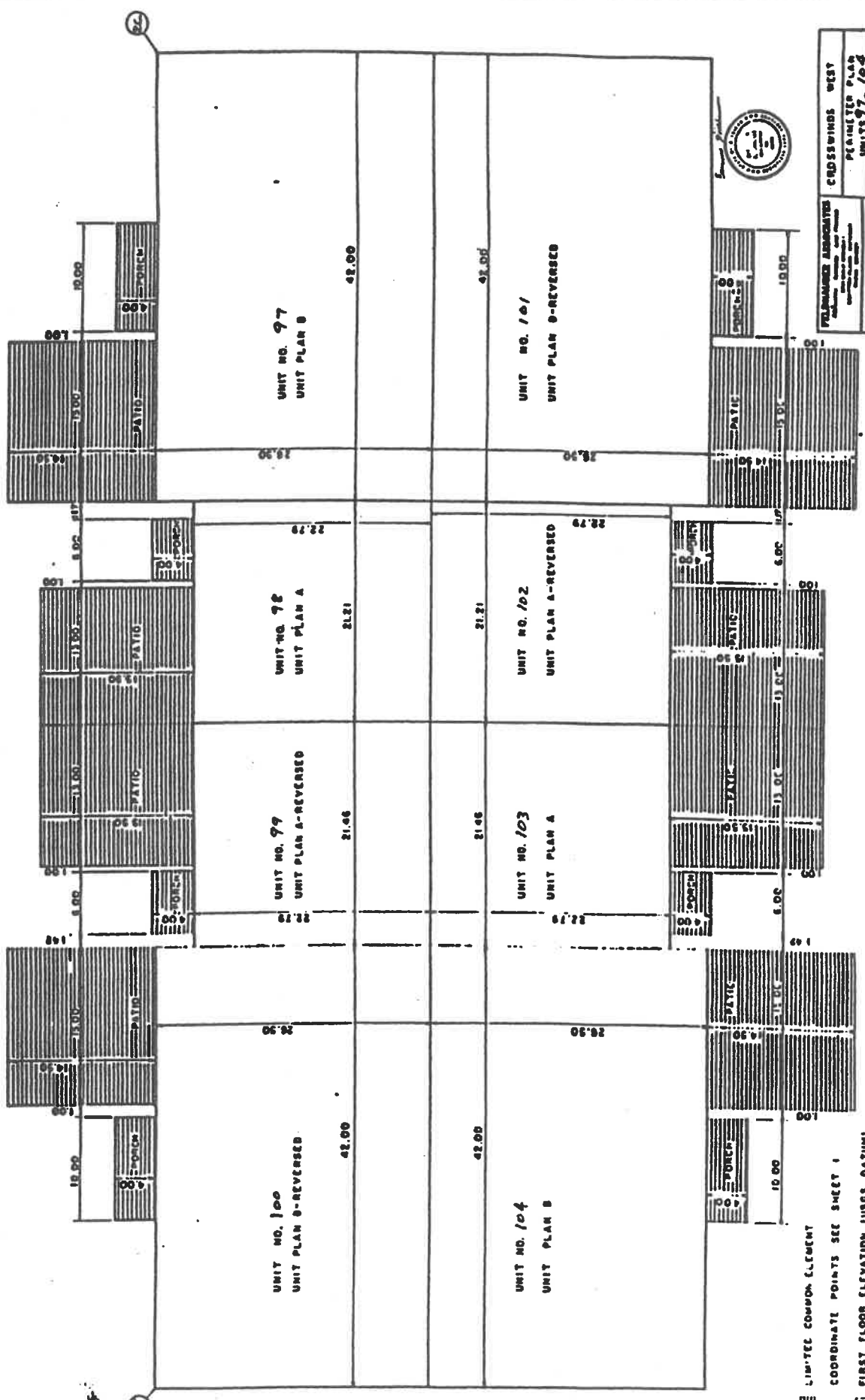


PLANNING ASSOCIATES 12345 Main Street Suite 100 Miami, FL 33101 Phone: (305) 123-4567 Fax: (305) 987-6543	CROSSWINDS WEST PERIMETER PLAN UNITS 87-95
--	---

PROPOSED 11-84
SHEET 1/8

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT.

UBER 8392 PAGE 615



- LIMITED COMMON ELEMENT
- COORDINATE POINTS SEE SHEET 1
- FIRST FLOOR ELEVATION (USBS DATUM)

PLANNING

PLANNING DEPARTMENT

CROSSWINDS WEST

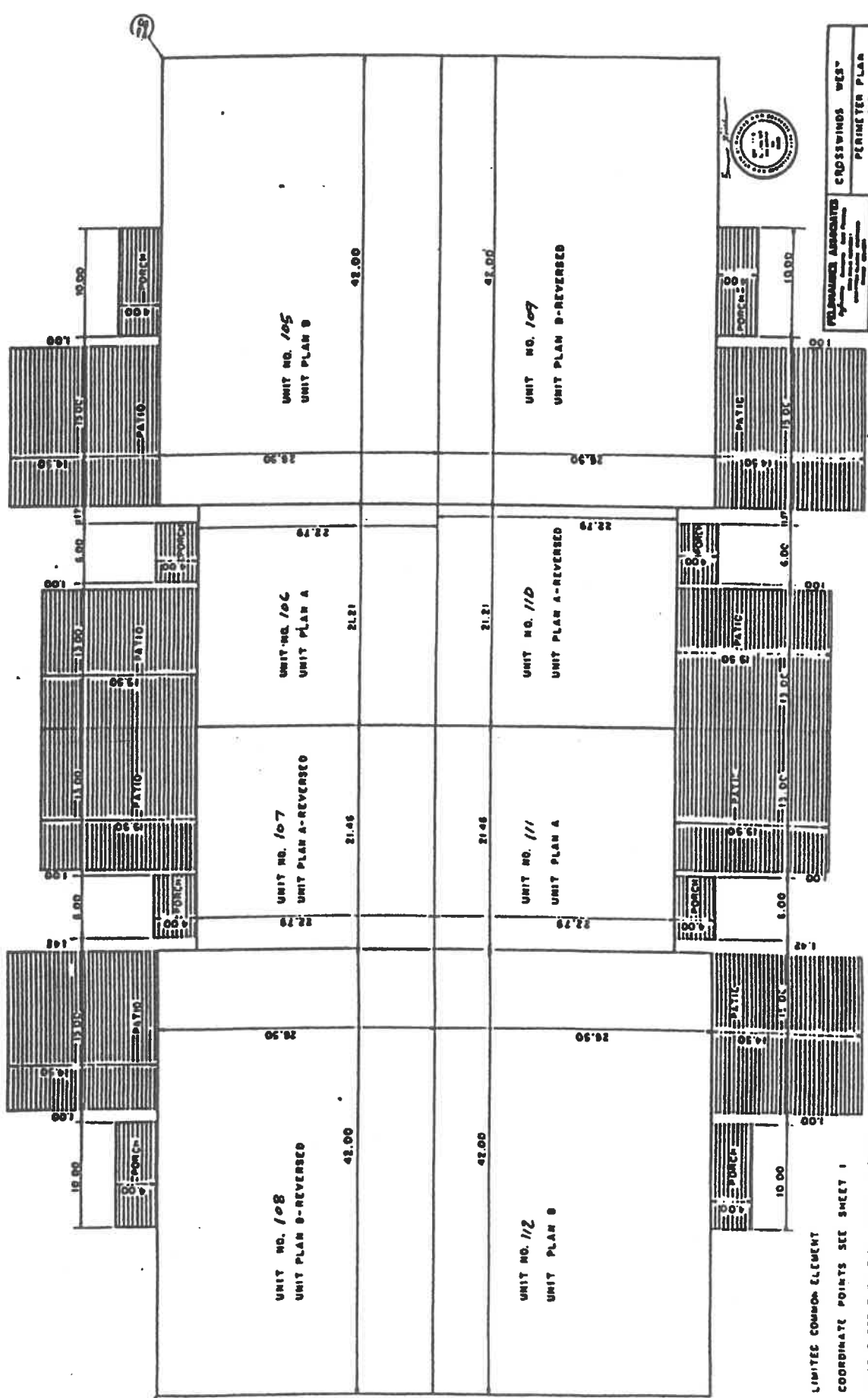
PLANNING PLAN

UNITS 97, 100

PROPOSED 10-20-19

SHEET 1 OF 1

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT.



UBER 8392 PAGE 616

LIMITED COMMON ELEMENT
 COORDINATE POINTS SEE SHEET 1
 FIRST FLOOR ELEVATION (USGS DATUM)

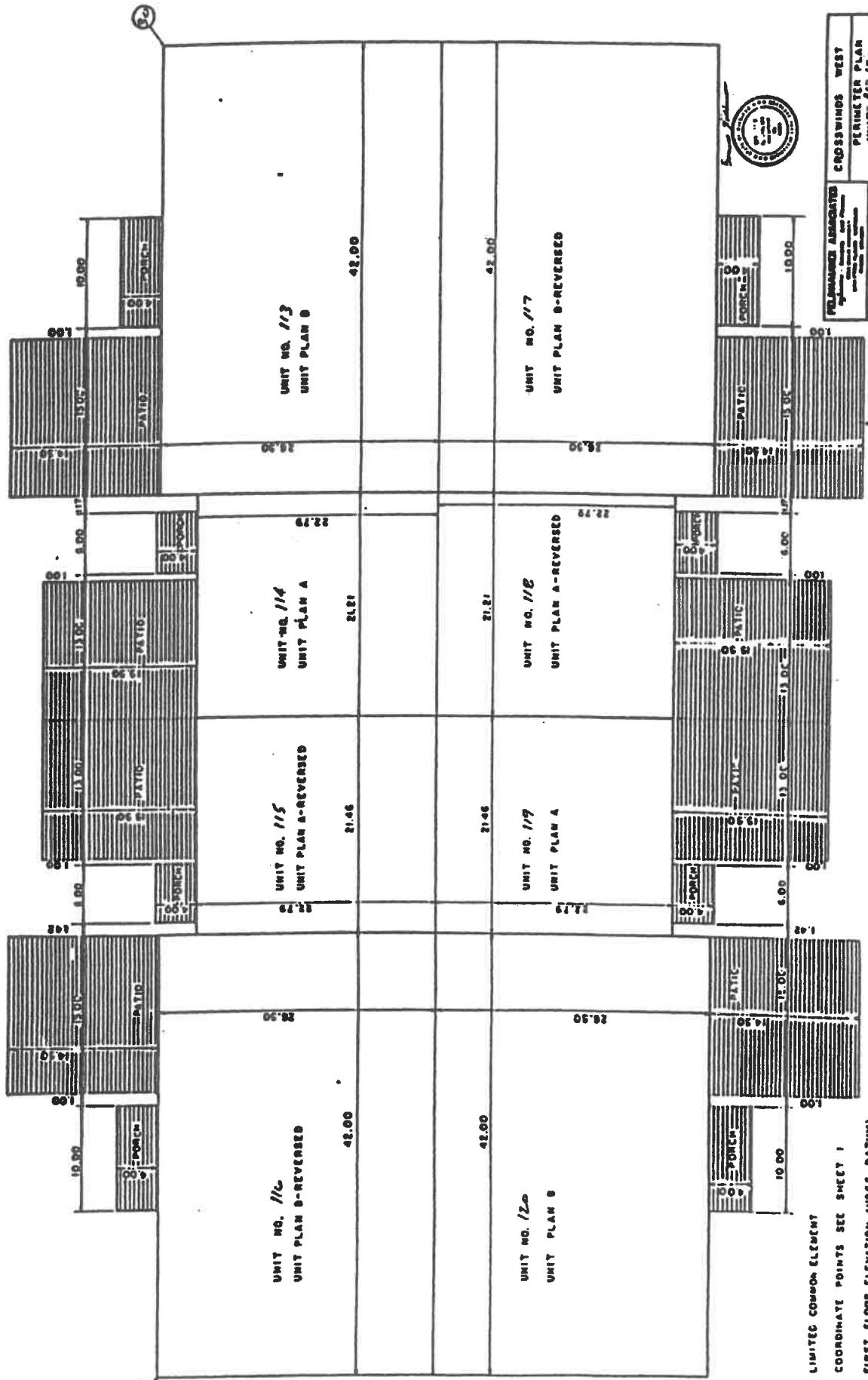


PERMANENT ASSOCIATES
 10000
 CROSSWINDS WES
 PERIMETER PLAN
 UNITS 108-112

PROPOSED 11-11-84
 SURVEY 20

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT

LIBER 8892 PAGE 617

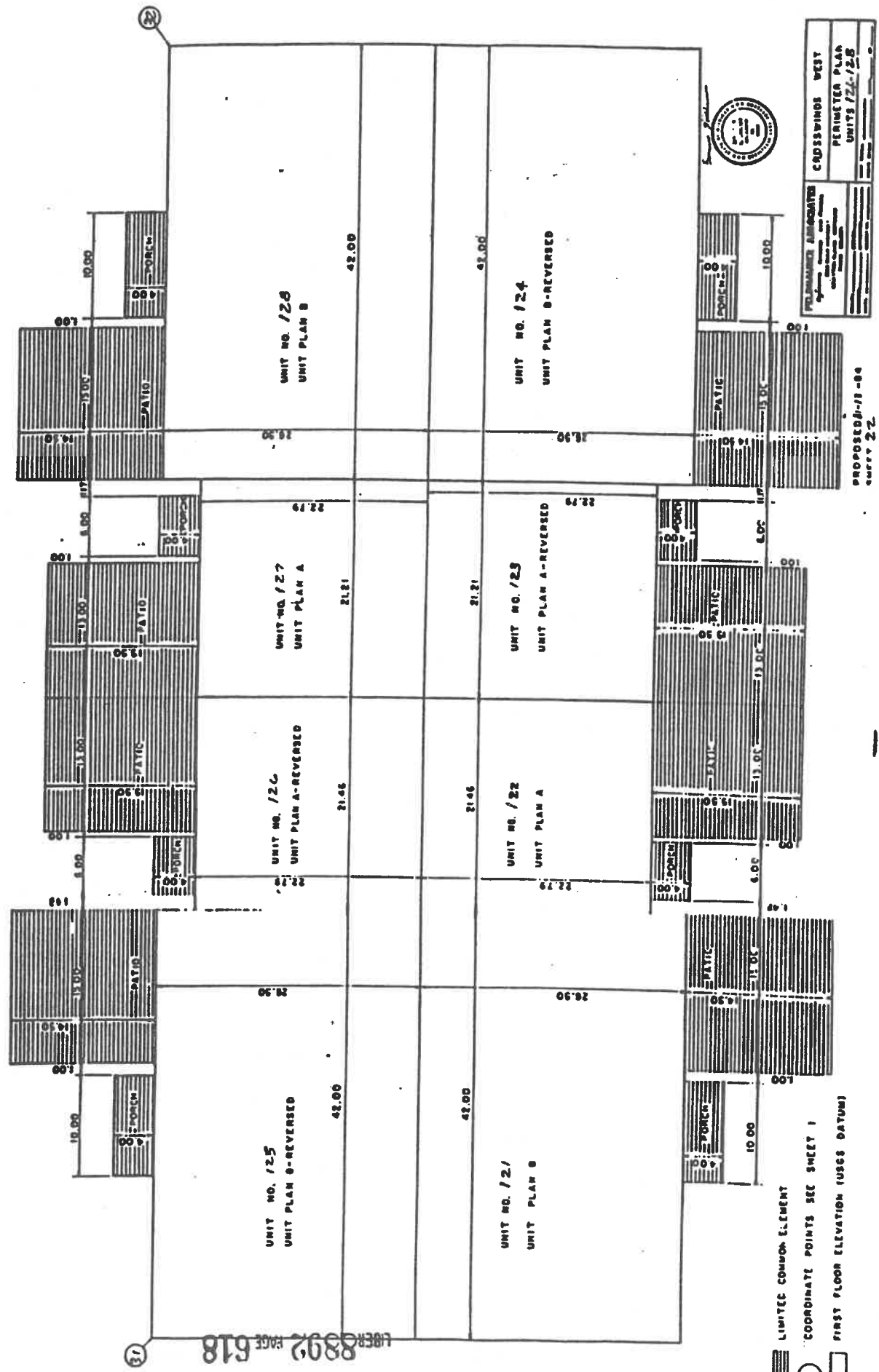


PLANNING ASSOCIATES
 CROSSWINDS WEST
 PERIMETER PLAN
 UNIT 113-125

LIMITED COMMON ELEMENT
 COORDINATE POINTS SEE SHEET 1
 FIRST FLOOR ELEVATION (USGS DATUM)

PROPOSED 11-04
 SHEET 2

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT.



LIBER 8892 PAGE 618



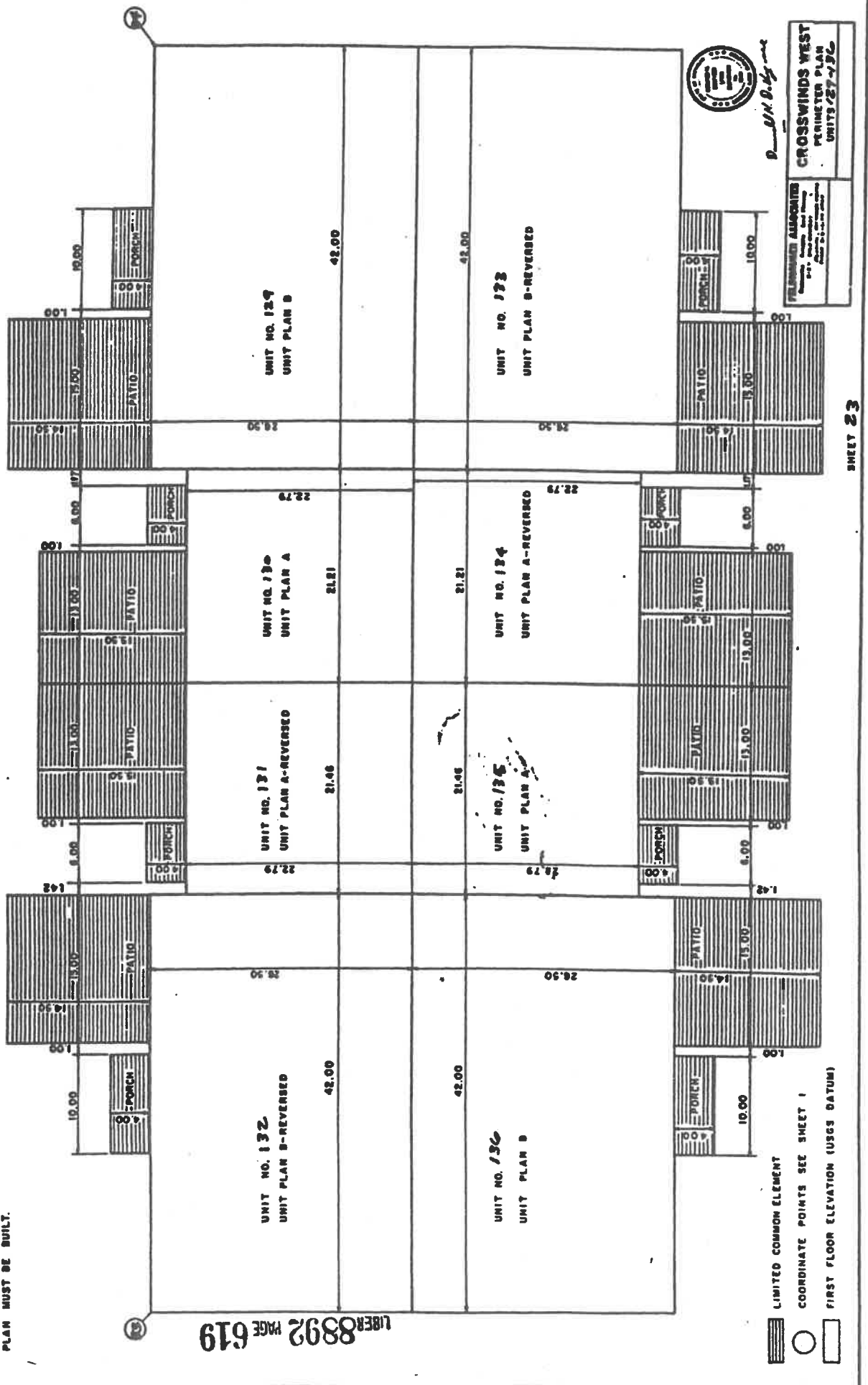
PROPOSED IMPROVEMENTS	CROSSINGS WEST
PERIMETER PLAN	UNITS 124-128
DATE: 11/11/04	DRAWN BY: [Signature]
CHECKED BY: [Signature]	SCALE: AS SHOWN




- LIMITED COMMON ELEMENT
- COORDINATE POINTS SEE SHEET 1
- FIRST FLOOR ELEVATION (USGS DATUM)

PROPOSED 11-04
SHEET 22

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

LIBER 8892 PAGE 619



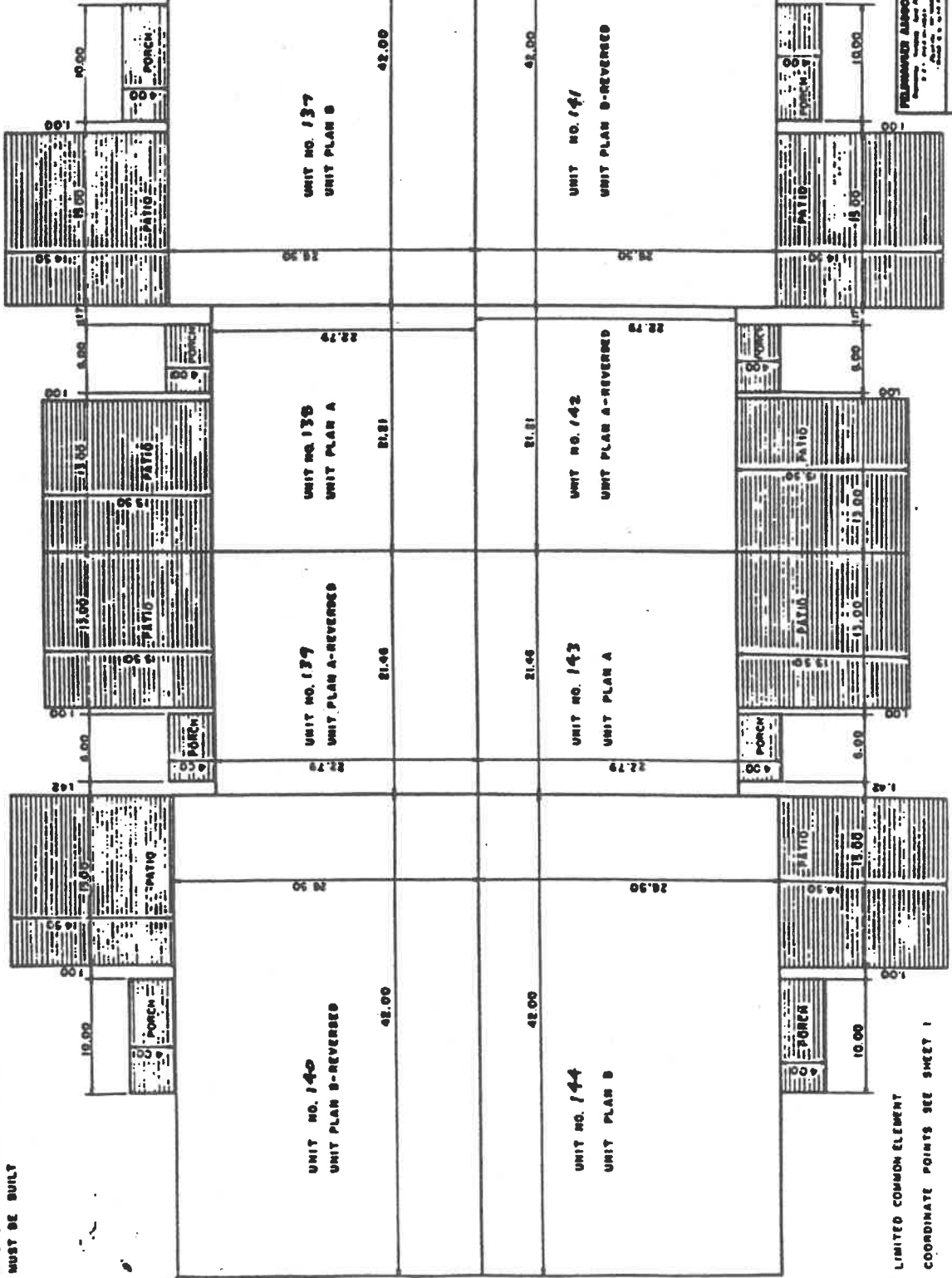
-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (USGS DATUM)

CROSSWINDS WEST
 PERIMETER PLAN
 UNITS 127-136

PERIMETER ALLOCATION
 10' Buffer Zone
 5' Buffer Zone
 10' Buffer Zone

ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT




LIBER 8892 PAGE 620



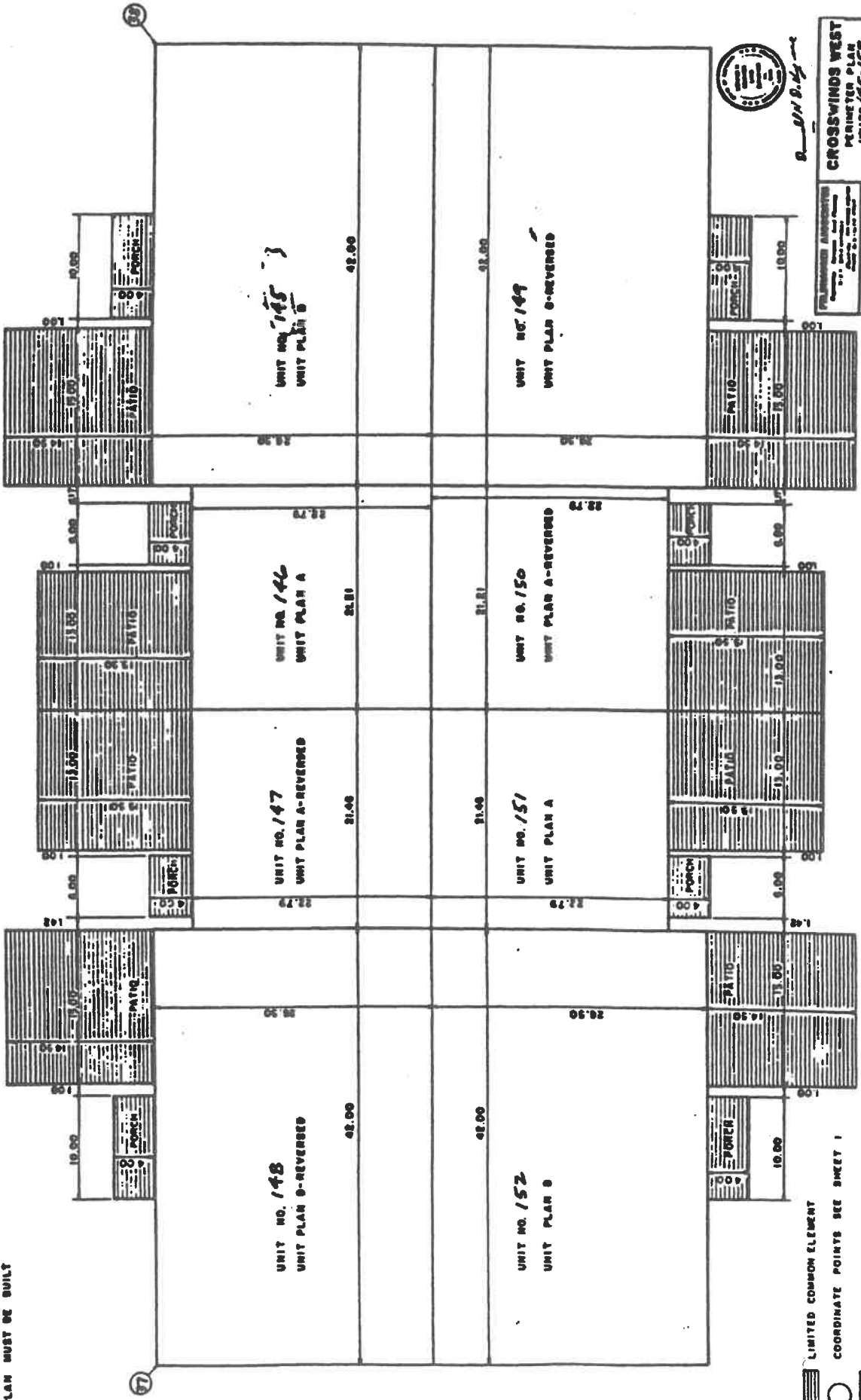
CROSSWINDS WEST
PERIMETER PLAN
UNITS 137-144




PERIMETER APPROPRIATE
CONSTRUCTION AND FINISHES
AS SHOWN ON THESE PLANS
SHALL BE IN ACCORDANCE WITH
THE CITY OF LOS ANGELES
UNIFORM BUILDING ORDINANCES

SHEET 24

-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (USBB DATUM)

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT



-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (USGS DATUM)

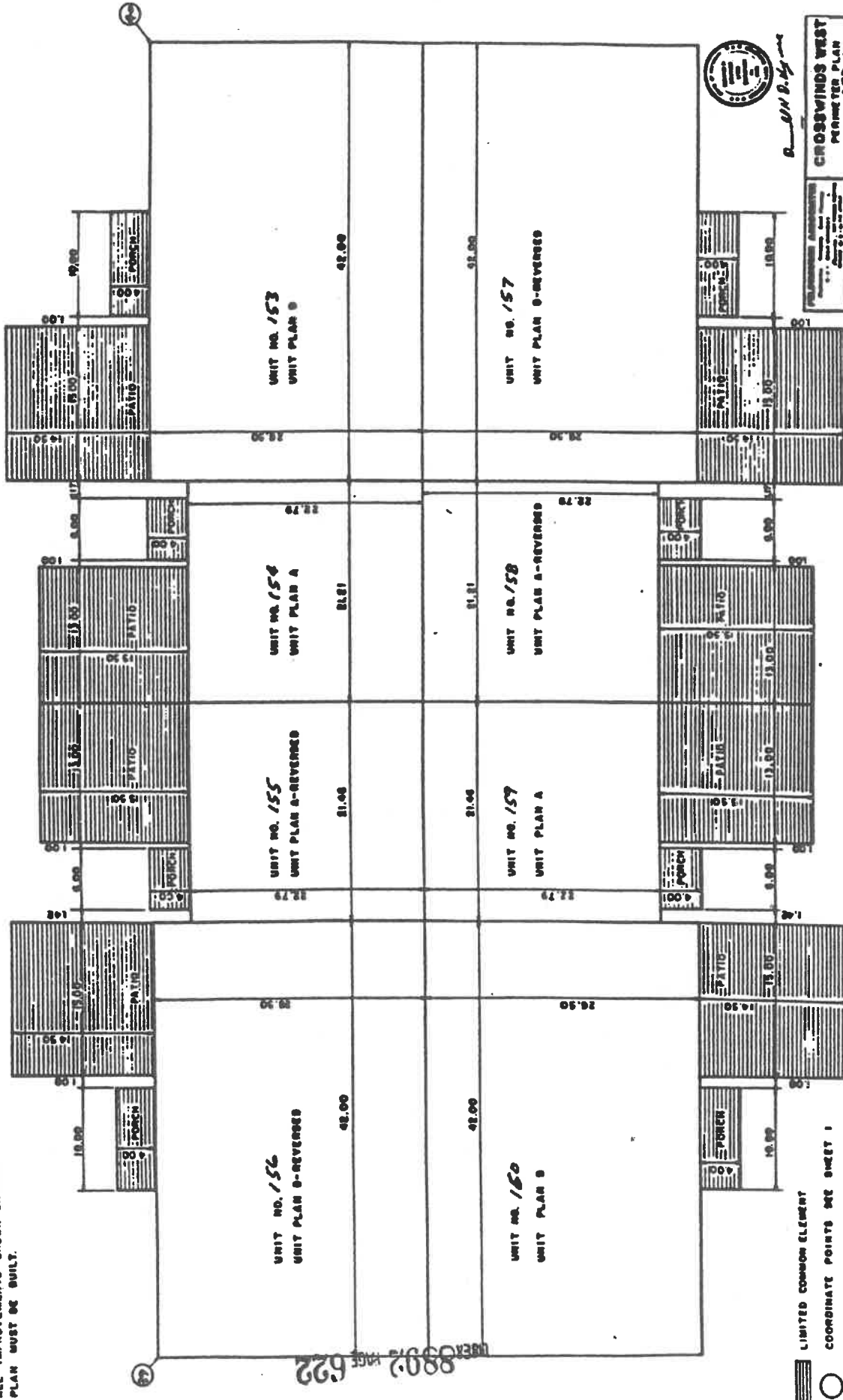
CROSSWINDS WEST
PERIMETER PLAN
UNITS 148-153

R. D. H. S. Inc.



SHEET 25

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.



UNIT NO. 152
UNIT PLAN B-REVERSED

UNIT NO. 155
UNIT PLAN B-REVERSED

UNIT NO. 154
UNIT PLAN A

UNIT NO. 153
UNIT PLAN B

UNIT NO. 156
UNIT PLAN B

UNIT NO. 157
UNIT PLAN A

UNIT NO. 158
UNIT PLAN B-REVERSED

UNIT NO. 157
UNIT PLAN B-REVERSED

LIMITED COMMON ELEMENT
 COORDINATE POINTS SEE SHEET 1
 FIRST FLOOR ELEVATION (USGS DATUM)

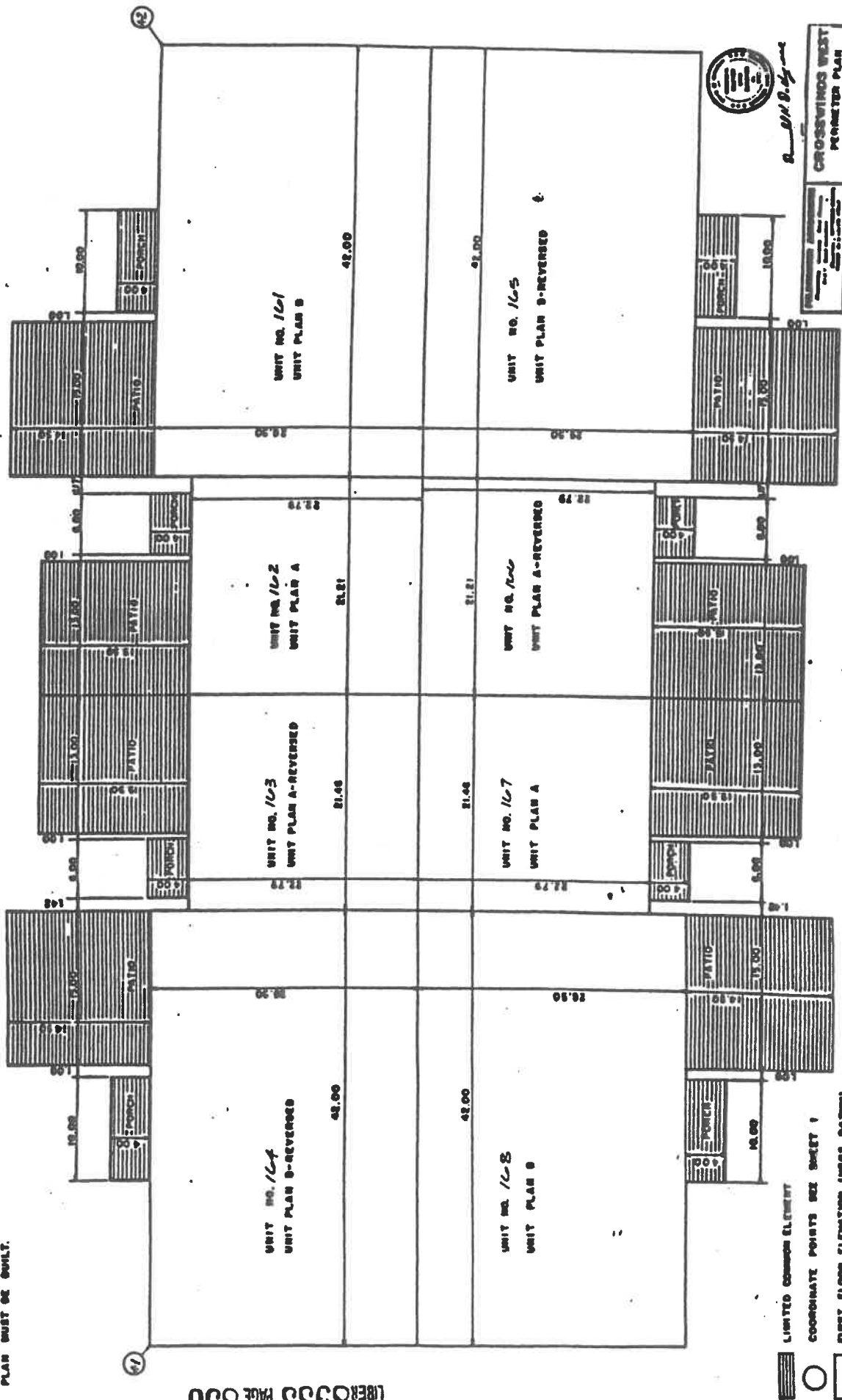
CROSSWINDS WEST
 PERIMETER PLAN
 UNITS 152-158




SHEET 2C

8992 PAGE 622

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

LIBER 89333 PAGE 850



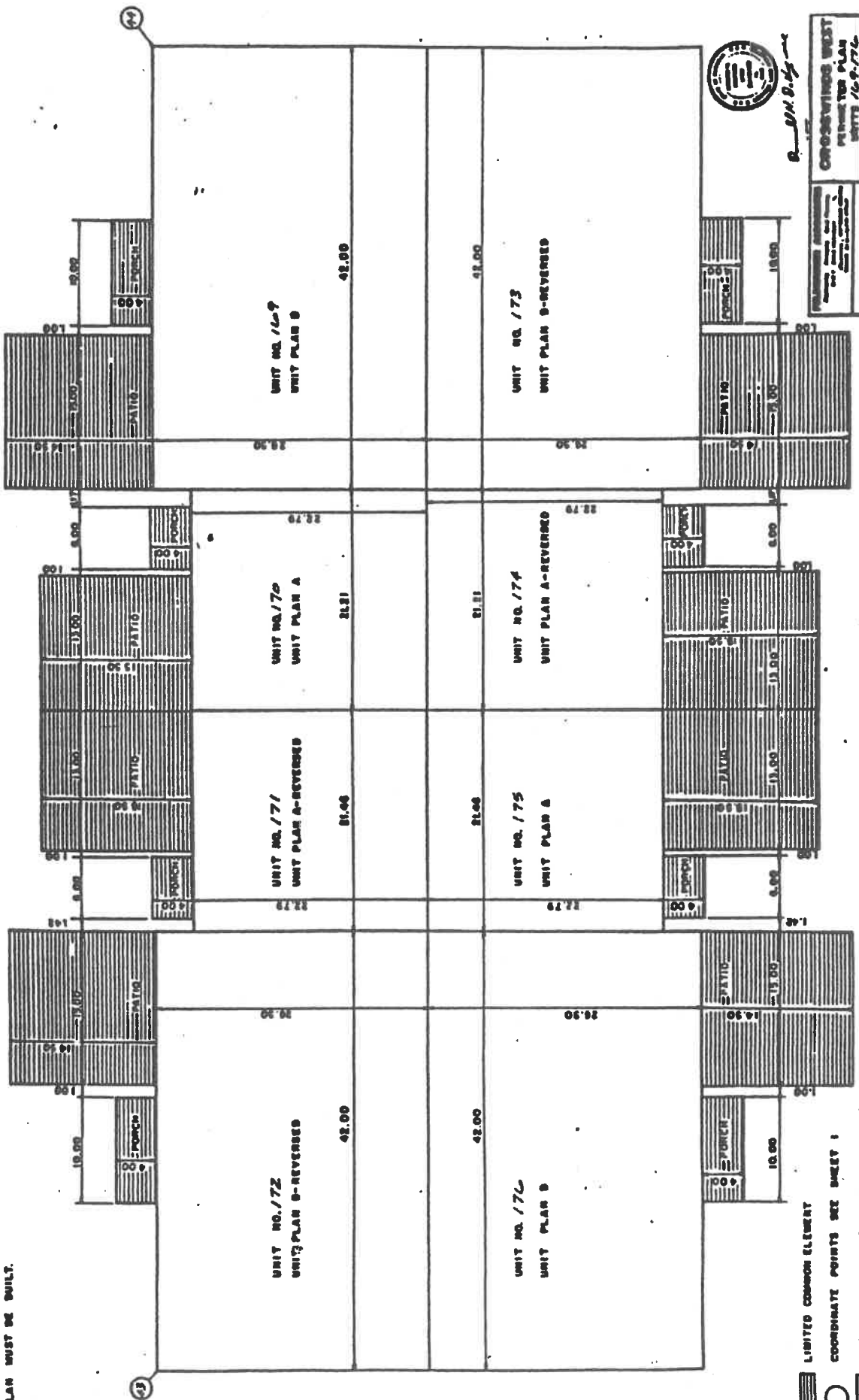
-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (SEE DATUM)



CROSSINGS WEST
PERMETER PLAN
UNITS 161, 162, 163, 164, 165, 166
PREPARED BY: R. H. B. G. G.

SHEET 27

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

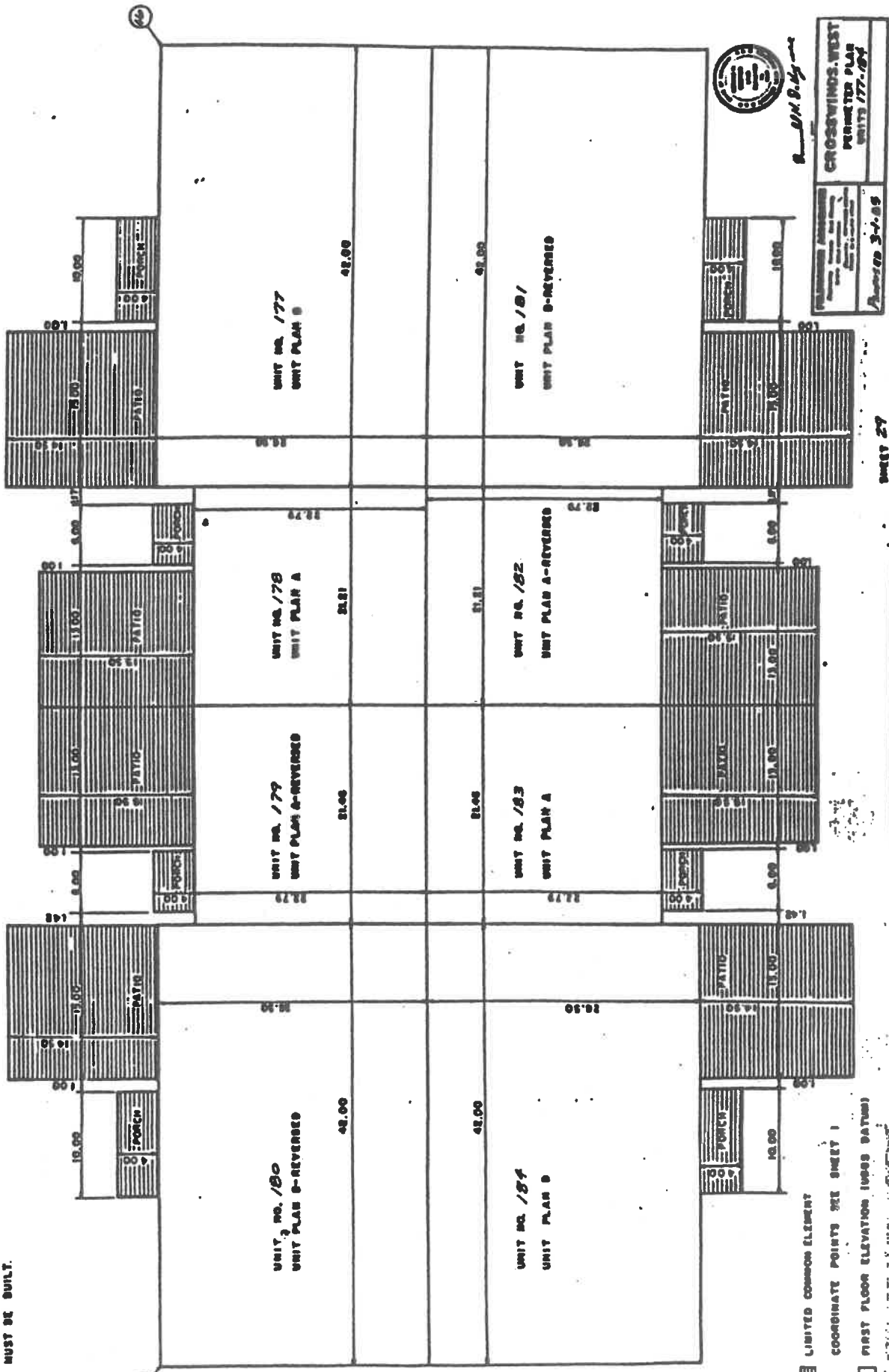


LIMITED COMMON ELEMENT
 COORDINATE POINTS SEE SHEET 1
 FIRST FLOOR ELEVATION (1088 DATUM)


 R. H. D. [Signature]
 CROSSINGS WEST
 PLANNING PLAN
 WHITE 169-776
 Revised 3-1-85

ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.

UBEA 8933 PAGE 852

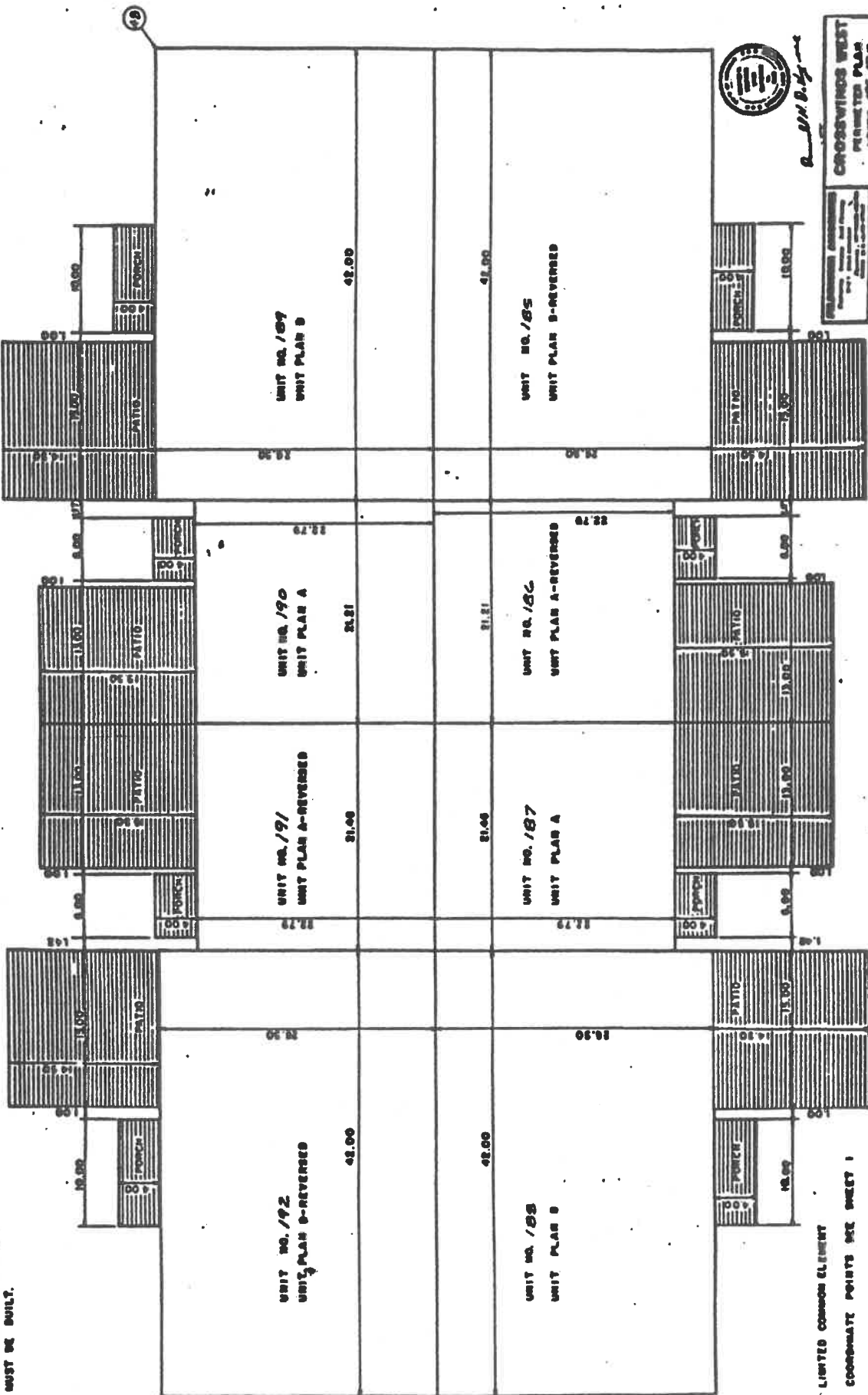


UNITED COMMON ELEMENT
COORDINATE POINTS SEE SHEET 1
FIRST FLOOR ELEVATION (9885 DATUM)




CRASSWINDS WEST
PERIMETER PLAN
UNITS 777-804
Approved 3-1-89
R. M. R. R. R. R. R.

SHEET 27

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.



LIBER 8933 PAGE 853

-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (LESS BATH)

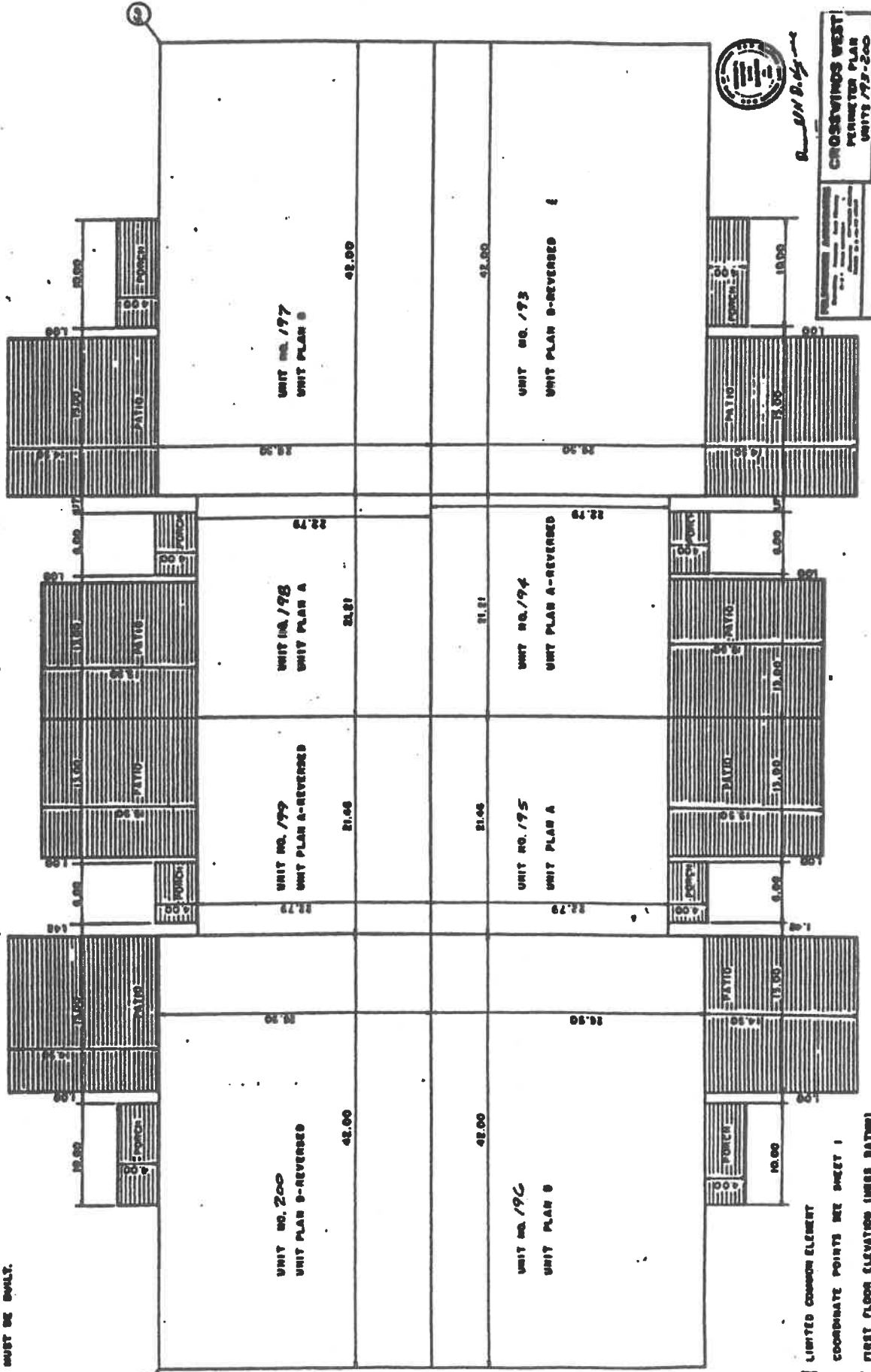


R. M. D. G. Inc.
CROSSINGS WEST
 PERMITTED PLAN
 UNIT NO. 192




SHEET 20

ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

LIBER 8933 PAGE 854



William D. ...
CROSSWINGS WEST
 PERIMETER PLAN
 UNITS 193-200
 PLANNED 3-1-85

-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (MSB DATUM)

SHEET 31

19241 REC 452

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 371

"CROSSWINDS WEST", A CONDOMINIUM
CITY OF NOVI,
OAKLAND COUNTY, MICHIGAN

DEVELOPER:
CROSSWINDS WEST COMPANY
39870 CROSSWINDS
NOVI, MICHIGAN 48030

SURVEYOR:
FELDBAUSER ASSOCIATES, INC.
3127 DIXIE HIGHWAY
PORTIAC, MICHIGAN 48093

INDEX SHEETS

1	CROSSWINDS WEST UNIT 1
2	CROSSWINDS WEST UNIT 2
3	CROSSWINDS WEST UNIT 3
4	CROSSWINDS WEST UNIT 4
5	CROSSWINDS WEST UNIT 5
6	CROSSWINDS WEST UNIT 6
7	CROSSWINDS WEST UNIT 7
8	CROSSWINDS WEST UNIT 8
9	CROSSWINDS WEST UNIT 9
10	CROSSWINDS WEST UNIT 10
11	CROSSWINDS WEST UNIT 11
12	CROSSWINDS WEST UNIT 12
13	CROSSWINDS WEST UNIT 13
14	CROSSWINDS WEST UNIT 14
15	CROSSWINDS WEST UNIT 15
16	CROSSWINDS WEST UNIT 16
17	CROSSWINDS WEST UNIT 17
18	CROSSWINDS WEST UNIT 18
19	CROSSWINDS WEST UNIT 19
20	CROSSWINDS WEST UNIT 20
21	CROSSWINDS WEST UNIT 21
22	CROSSWINDS WEST UNIT 22
23	CROSSWINDS WEST UNIT 23
24	CROSSWINDS WEST UNIT 24
25	CROSSWINDS WEST UNIT 25
26	CROSSWINDS WEST UNIT 26
27	CROSSWINDS WEST UNIT 27
28	CROSSWINDS WEST UNIT 28
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32	CROSSWINDS WEST UNIT 32
33	CROSSWINDS WEST UNIT 33
34	CROSSWINDS WEST UNIT 34
35	CROSSWINDS WEST UNIT 35
36	CROSSWINDS WEST UNIT 36
37	CROSSWINDS WEST UNIT 37
38	CROSSWINDS WEST UNIT 38
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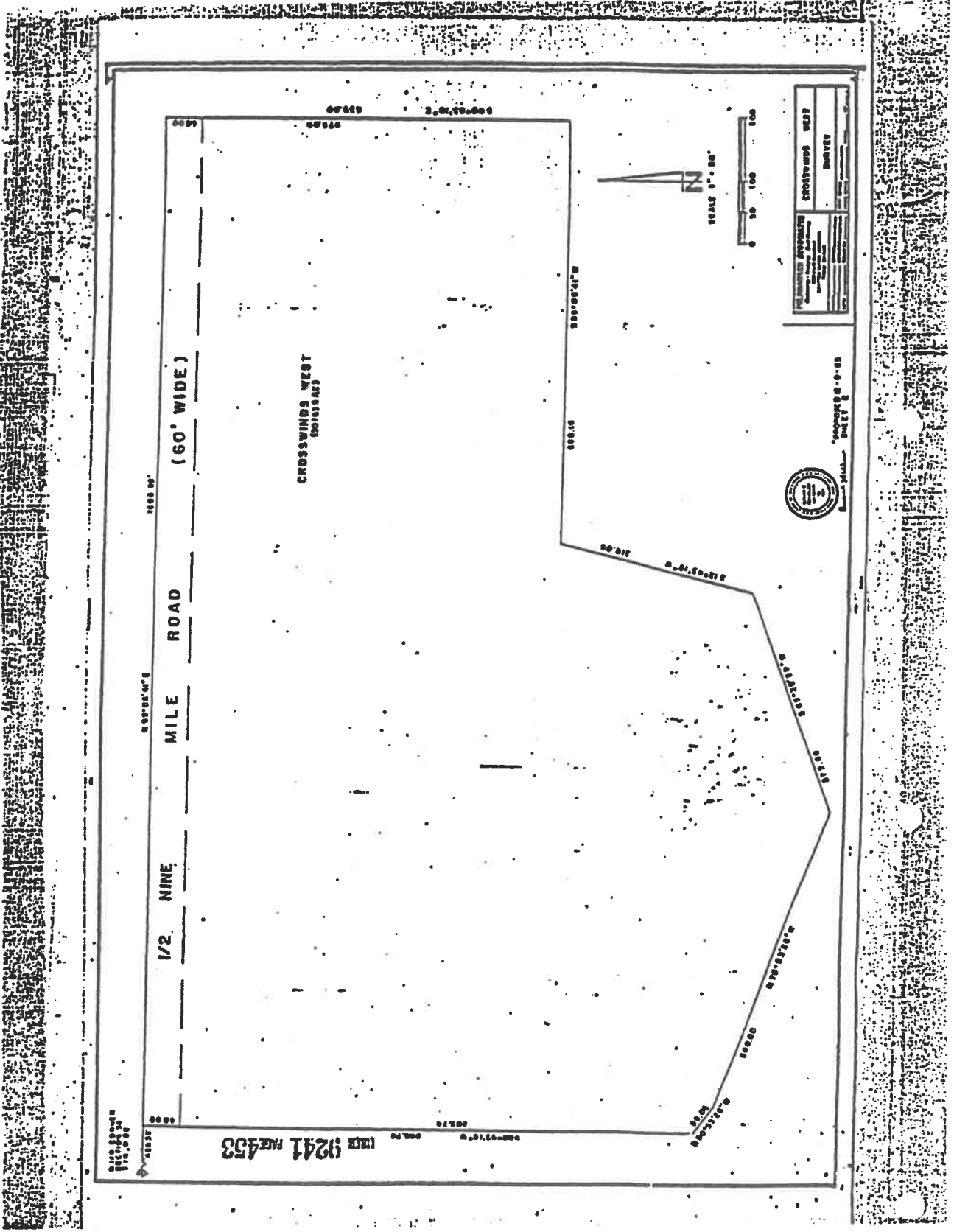
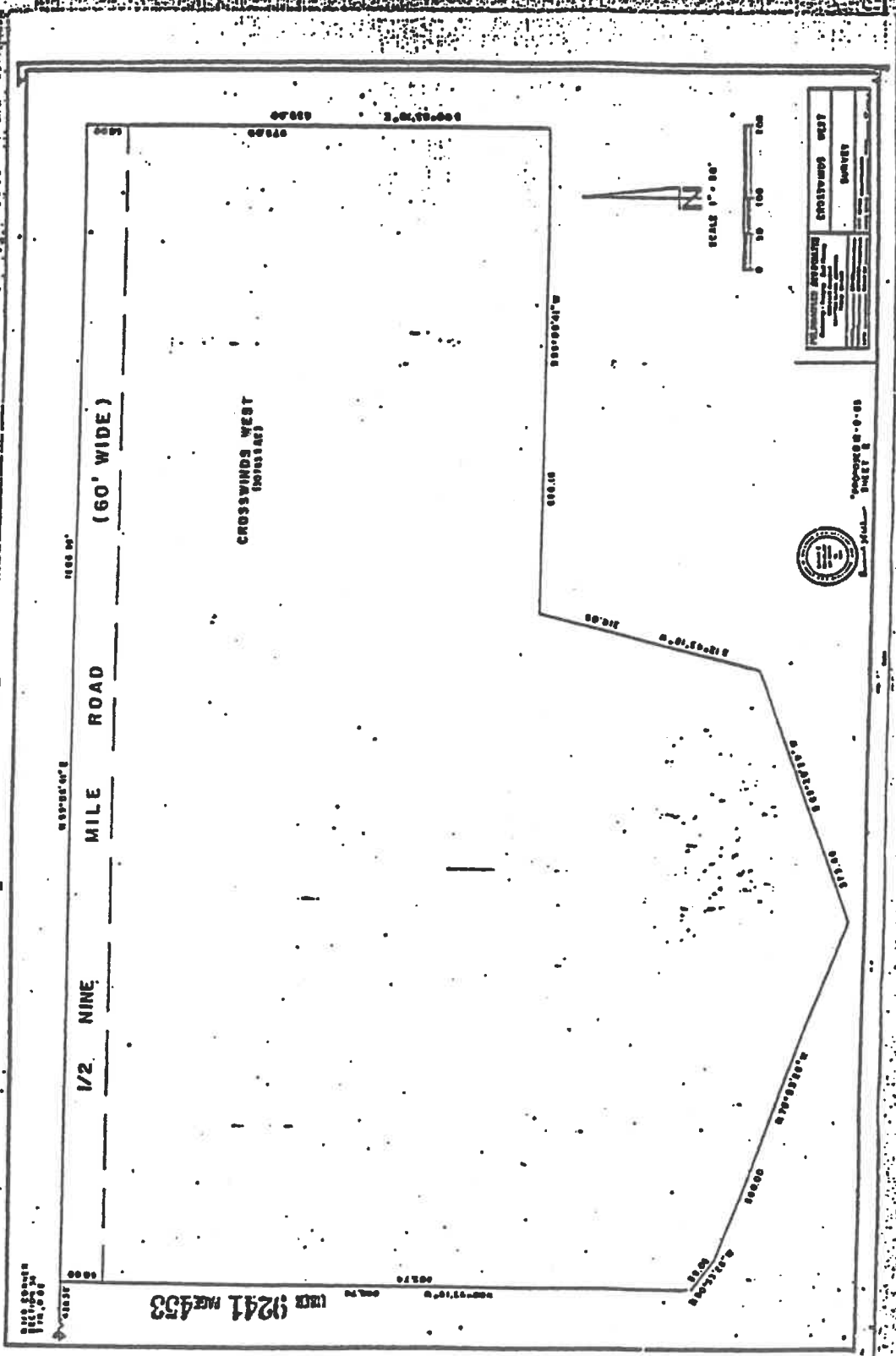
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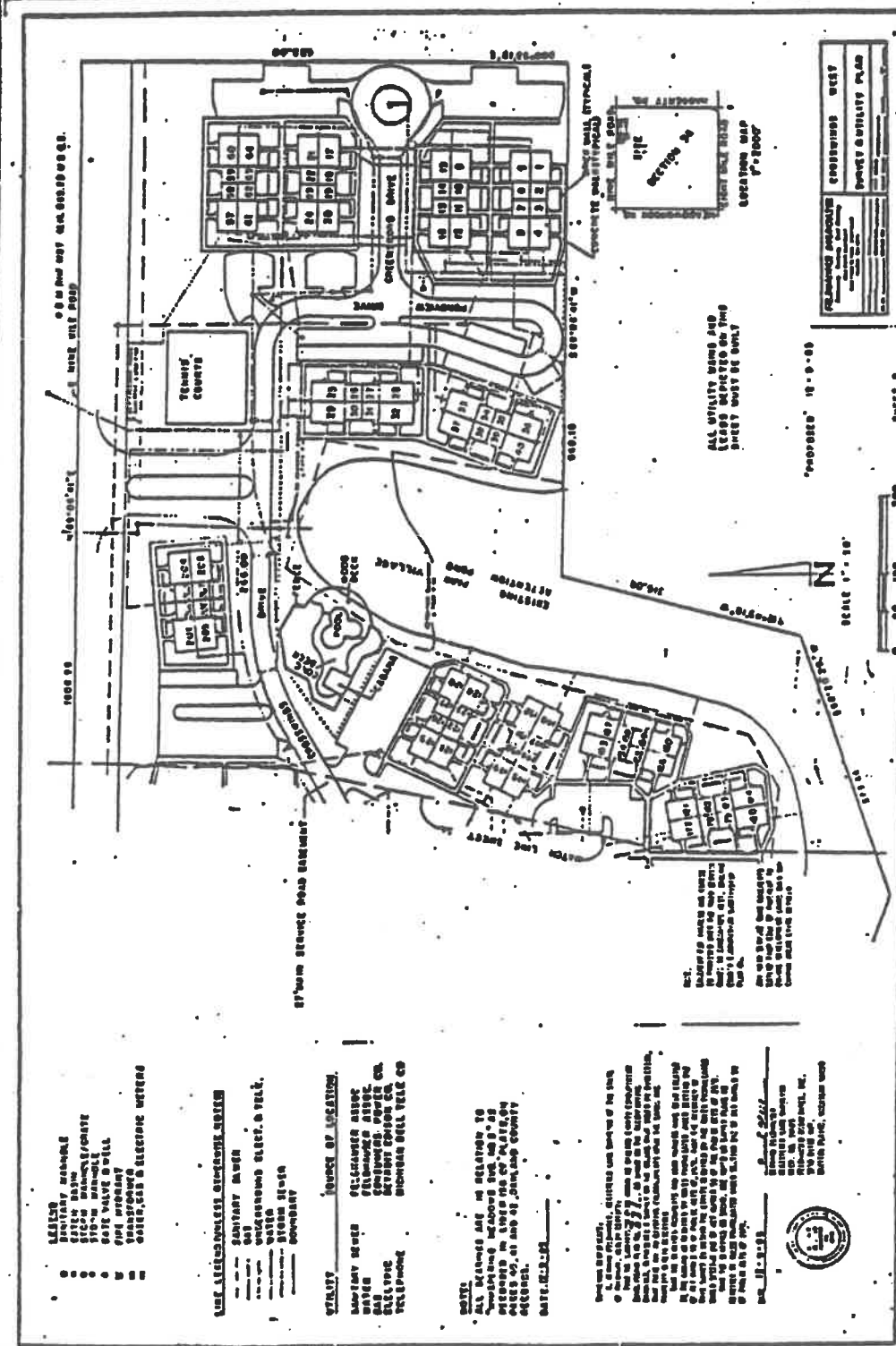
"CROSSWINDS WEST" IS A MULTI-UNIT CONDOMINIUM PROJECT. THE ATTORNEY HAS REPRESENTED AND IS REPRESENTING THE DEVELOPER AND THE SURVEYOR IN THE PREPARATION OF THESE PLANS. THE DEVELOPER AND SURVEYOR HAVE REVIEWED AND APPROVED THESE PLANS AND SUPPLEMENTARY INSTRUMENTS PREVIOUSLY RECORDED.

DATE: 11-15-01



FILED RECORDED	CONDOMINIUM UNIT





APPROXIMATE PROPORTIONS

Scale	1" = 100'
Sheet	1
Project	RESIDENTIAL DEVELOPMENT
Client	...
Architect	...
Date	...

ALL UTILITIES MARKED AND LOCATIONS INDICATED ON THIS PLAN ARE APPROXIMATE.

Scale: 1" = 100'



NOTES:
 1. ALL UTILITIES MARKED AND LOCATIONS INDICATED ON THIS PLAN ARE APPROXIMATE.
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 3. THE LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPING PLAN AND SPECIFICATIONS.

DATE: 11-15-77
 DRAWN BY: J. J. [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]
 TITLE: ARCHITECT
 FIRM: [Firm Name]

ALSO SEE: [Reference]
 ALL UTILITIES MARKED AND LOCATIONS INDICATED ON THIS PLAN ARE APPROXIMATE.

GENERAL NOTES:
 1. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.
 2. THE LANDSCAPING SHALL BE INSTALLED IN ACCORDANCE WITH THE LANDSCAPING PLAN AND SPECIFICATIONS.

LEGEND:
 [Symbol] [Description]
 [Symbol] [Description]
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LEGEND:
 [Symbol] [Description]
 [Symbol] [Description]
 [Symbol] [Description]

1241 [Handwritten]

11-11-11

PROJECT NO.	11-11-11
CLIENT	...
DATE	...
SCALE	...

THIS PLAN IS TO BE USED FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED.

DATE: 11-11-11

ALL DIMENSIONS ARE IN METERS UNLESS OTHERWISE SPECIFIED. THIS PLAN IS TO BE USED FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

PROJECT NO. 11-11-11
 CLIENT: ...
 DATE: ...
 SCALE: ...

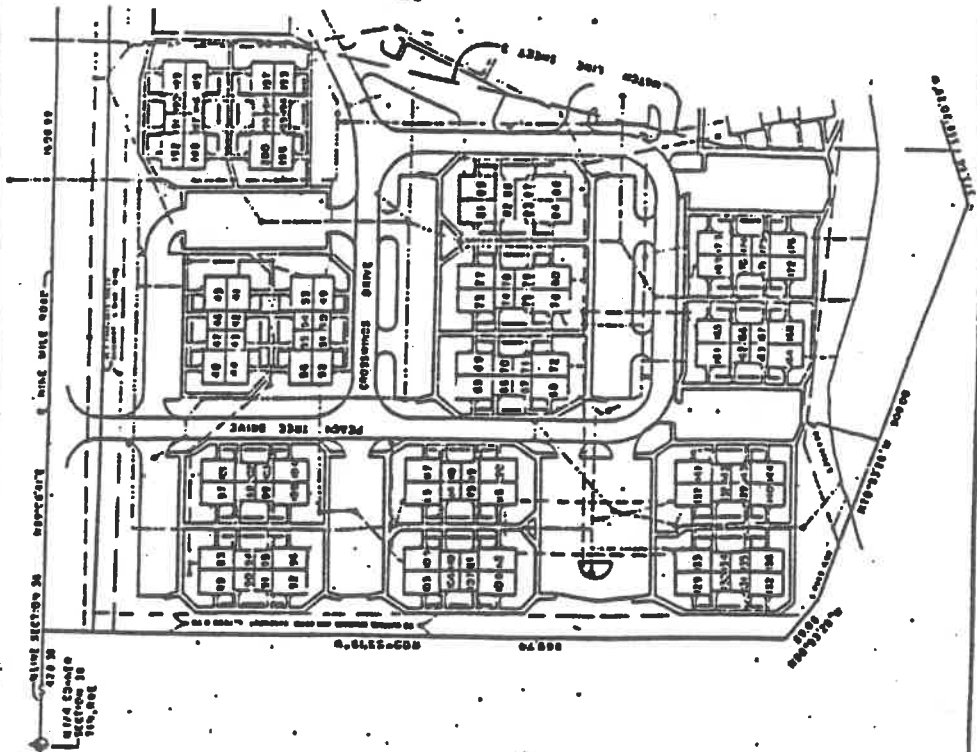
THIS PLAN IS TO BE USED FOR THE DESIGN AND CONSTRUCTION OF THE PROJECT ONLY. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE.

LEGEND:
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11-11-11

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11-11-11

FOR UNIT REGULATIONS SEE SHEET 1

1/2 MINE ROAD

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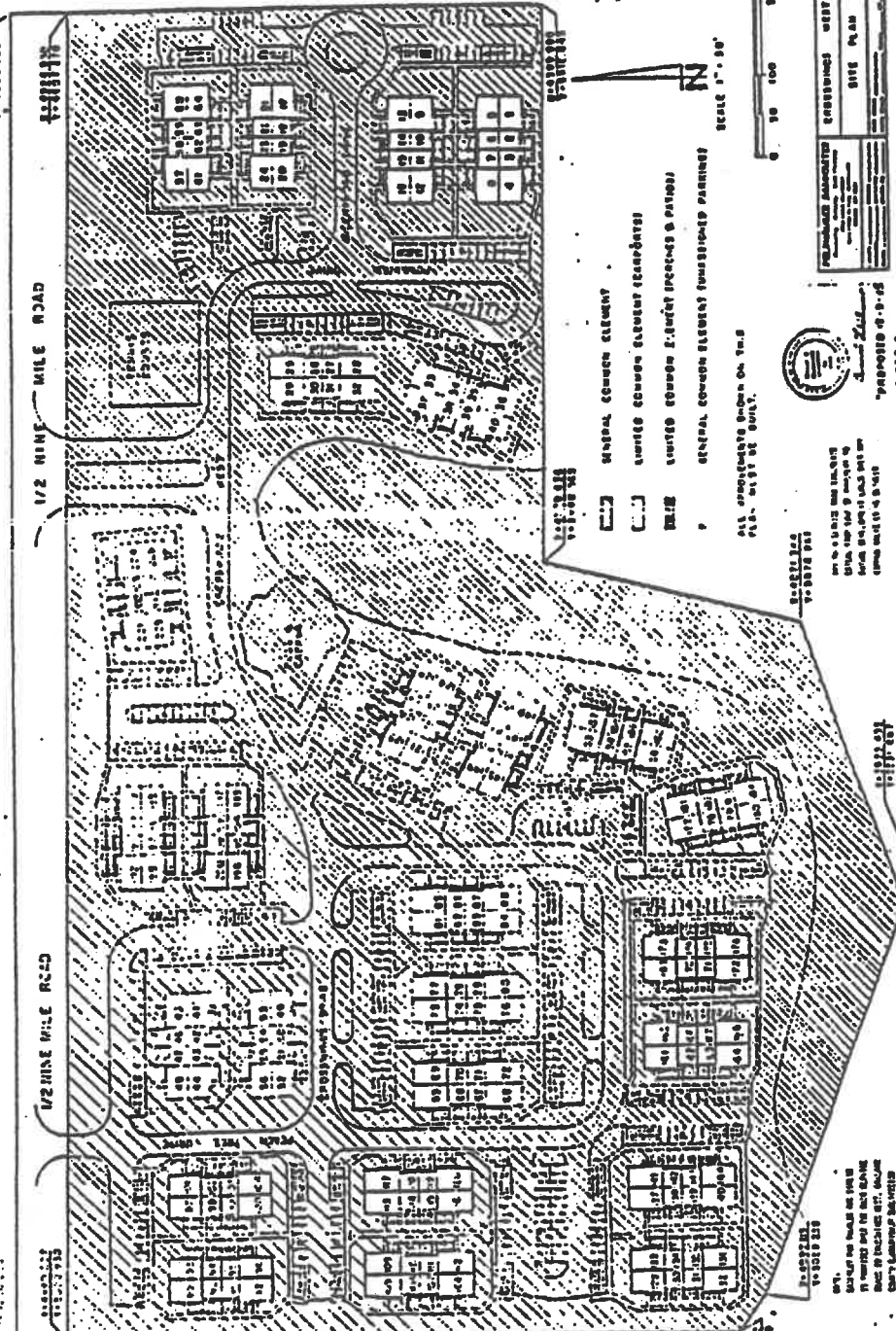
1/2 MINE ROAD

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1241 1245



- 1. METAL COMMON ELEMENT
- 2. LIMITED COMMON ELEMENT (STAIRWAYS)
- 3. LIMITED COMMON ELEMENT (PARKING & DRIVE)
- 4. GENERAL COMMON ELEMENT (UNASSIGNED PARKING)

ALL DIMENSIONS SHOWN ON THIS PLAN ARE IN FEET.

SCALE 1" = 30'

0 30 60 90 120



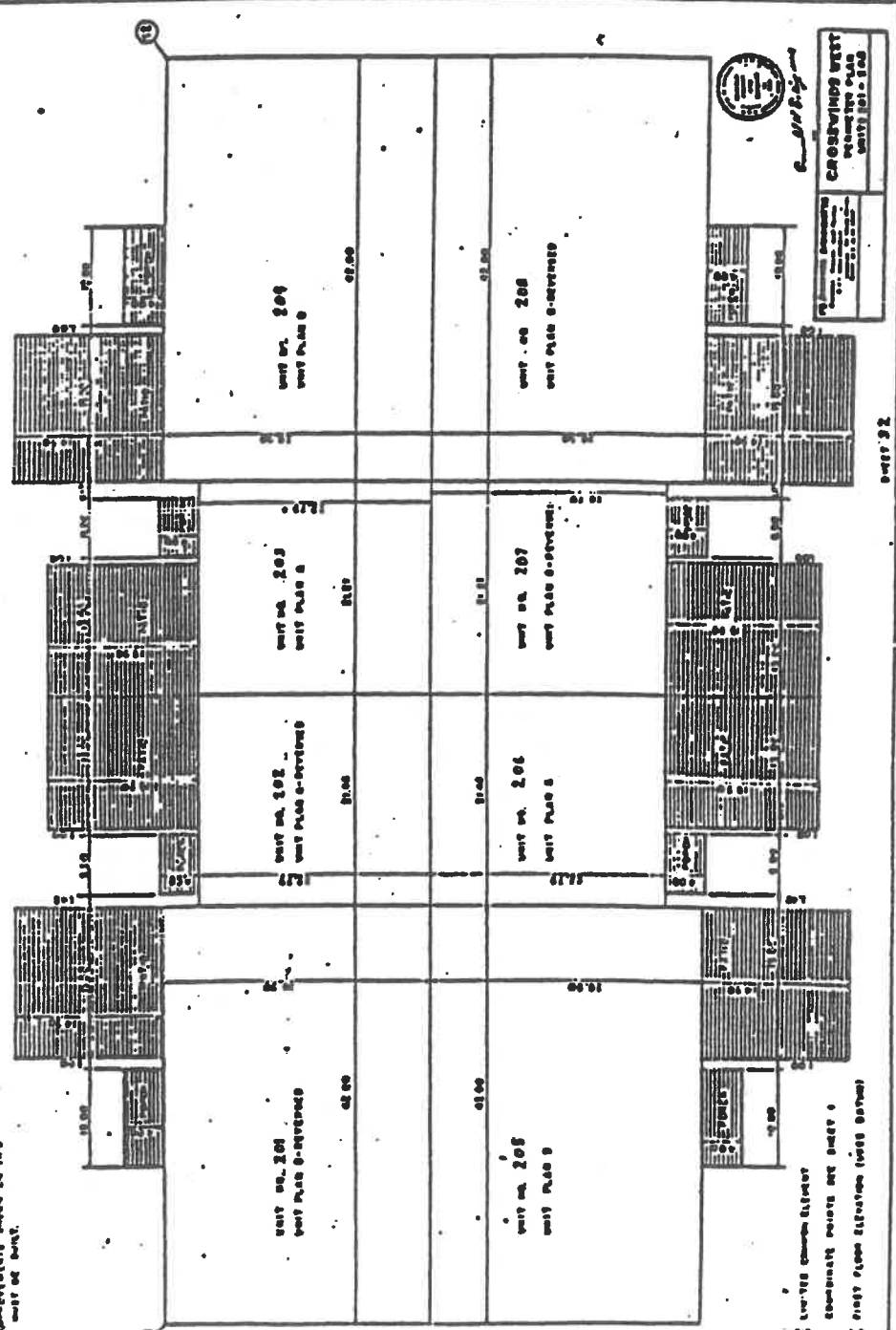
REGISTERED ARCHITECT
 STATE OF CALIFORNIA
 No. 12345
 JOHN D. ARCHITECT
 1234 MAIN STREET
 SAN FRANCISCO, CALIF. 94102

PROJECT NO.	12345
DATE	12/15/2023
CLIENT	ABC DEVELOPMENT
PROJECT NAME	1241 1245

THIS PLAN IS VALID FOR THE PERIOD OF 180 DAYS FROM THE DATE OF ISSUANCE. ANY CHANGES TO THIS PLAN MUST BE APPROVED BY THE ARCHITECT.

ALL DIMENSIONS SHOWN ON THIS
PLAN MUST BE MET.

URR 9241 RA 457



UNIT COMMON ELEMENTS
 COMMON ELEMENTS NOT SHOWN
 UNIT FLOOR ELEVATION (6000 GRADE)

CROSSWINDS WEST
 PROJECT NO. 9241
 UNIT NO. 201 - 206

Sheet 32

THE CROSSWINDS WEST ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of CROSSWINDS WEST CONDOMINIUM (hereinafter referred to as the "CONDOMINIUM BYLAWS") as attached to the Master Deed and recorded in Liber 8620, Pages 376 through 433, Oakland County Records, as may be amended, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this ASSOCIATION.

ARTICLE II

MEETINGS

Section 12. Meetings of the ASSOCIATION shall be held at the principal office of the ASSOCIATION or at such other suitable place convenient to the CO-OWNERS as may be designated by the Board of Directors. Voting shall be as provided in the CONDOMINIUM BYLAWS. Meetings of the ASSOCIATION shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other general recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the CONDOMINIUM BYLAWS, the CONSOLIDATED MASTER DEED, or the laws of the State of Michigan.

Section 2. The Annual Meetings of CO-OWNERS of the ASSOCIATION shall be held during the third week of September each succeeding year at such time and place as shall be determined by the Board of Directors. At such meeting there shall be elected by ballot of the CO-OWNERS a Board of Directors in accordance with the requirements of ARTICLE III of these Bylaws. The CO-OWNERS may also transact at annual meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a Special Meeting of the CO-OWNERS as directed by resolution of the Board of Directors or upon a Petition signed by one-half (1/2) of the CO-OWNERS presented to the Secretary of the ASSOCIATION. Notice of any Special Meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a Special Meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other ASSOCIATION officer in the Secretary's absence) to serve a notice of each annual or Special Meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each CO-OWNER of record, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each CO-OWNER at the address shown in the notice required to be filed with the ASSOCIATION by ARTICLE I, Section 2E of the CONDOMINIUM BYLAWS shall be deemed notice served. Any CO-OWNER may, by written Waiver of Notice signed by such CO-OWNER, waive such Notice, and such Waiver, when filed in the records of the ASSOCIATION shall be deemed due notice.

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

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the ASSOCIATION shall be governed by a Board of Directors all of whom must be members of the ASSOCIATION. Directors shall serve without compensation.

Section 2. The Board of Directors shall be composed of seven (7) persons and such Board of Directors shall manage the affairs of the ASSOCIATION. Each director shall be elected for a term of two (2) years. At such meeting all nominees shall stand for election and those persons (either four (4) persons or three (3) persons as the case may be), receiving the highest number of votes shall be elected. At each Annual Meeting of the ASSOCIATION after the First Annual Meeting, held thereafter, either four (4) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire. The Directors shall hold office until their successors have been elected and hold their first meeting of the newly elected Board of Directors.

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

Section 4. Vacancies in the Board of Directors caused by any reason other than the removal of a Director by a vote of the CO-OWNERS of the ASSOCIATION shall be filled by a vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so elected shall be a Director until a successor is elected at the next Annual Meeting of the ASSOCIATION.

Section 5. At any regular or Special Meeting of the ASSOCIATION duly called, any one or more of the Directors may be removed with or without cause by a majority of the CO-OWNERS and a successor may then and there be elected to fill 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 6. The newly elected Board of Directors shall meet at the first regularly scheduled meeting in the new fiscal year at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

Section 8. Special Meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the Meeting. Special Meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one (1) Director.

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

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

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

ARTICLE IV

OFFICERS

Section 1. The principal officers of the ASSOCIATION shall be a President, a Vice-President, Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) officers except that of President and Vice-President may be held by one (1) person.

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

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

Section 4. The President shall be the Chief Executive Officer of the ASSOCIATION. He or she shall preside at all meetings of the ASSOCIATION and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an ASSOCIATION, including, but not limited to, the power to appoint committees from among the CO-OWNERS of the ASSOCIATION from time to time as he may in his or her discretion deem appropriate to assist in the conduct of the affairs of the ASSOCIATION.

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

Section 6. The Secretary shall keep the Minutes of all meetings of the Board of Directors and the Minutes of all meetings of the Members of the ASSOCIATION; he or she shall have charge of the Corporate Seal and of such books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

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

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

ARTICLE V

SEAL

Section 1. The Corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal" and "Michigan".

ARTICLE VI

FINANCE

Section 1. The finances of the Corporation shall be handled in accordance with the CONDOMINIUM BYLAWS.

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

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

ARTICLE VII

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Third-Party Proceedings. The ASSOCIATION shall indemnify any person who was or is a party or is threatened to be

made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative and whether formal or informal, other than an action by or in the right of the association, by reason of the fact that he or she is or was a director, officer, employee or agent of the ASSOCIATION, against expenses, including attorneys' fees, judgments, penalties, fines, and amounts paid in settlement accurately and reasonably incurred by him or her in connection with the action, suit, or proceeding, if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the ASSOCIATION or its CO-OWNERS, and the person submits a written claim for indemnification as hereinafter provided, and with respect to a criminal action or proceeding, if the person had no reasonable cause to believe his or her conduct was unlawful, and the person submits a written claim for indemnification as hereinafter provided. The termination of an action, suit, or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in, or not opposed to, the best interests of the ASSOCIATION or its CO-OWNERS, and, with respect to a criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful. The right to indemnification conferred in this Section shall be a contract right. The ASSOCIATION may, by action of the Board of Directors, or by action of any person to whom the Board of Directors has delegated such authority, provide indemnification to employees and agents of the ASSOCIATION with the same scope and effect as the foregoing indemnification of directors and officers.

Section 2. Derivative Shareholder Liability. The ASSOCIATION shall indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending, or completed action or suit by or in the right of the ASSOCIATION to procure a judgment in its favor by reason of the fact that he or she is or was a director, officer, employee or agent of the ASSOCIATION, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the ASSOCIATION or its CO-OWNERS, and the person submits a written claim of indemnification as hereinafter provided. However, indemnification shall not be made for a particular claim, issue, or matter in which the person has been found liable to the ASSOCIATION unless and only to the extent that the court in which the action or suit was brought (or another court of competent jurisdiction) has determined upon application that, despite the adjudication of liability but in view of all the relevant circumstances, the person is fairly and reasonably entitled to indemnification for the reasonable expenses he or she incurred. The right to indemnification conferred in this

Section shall be a contract right. The ASSOCIATION may, by action of the Board of Directors, or by action of any person to whom the Board of Directors has delegated such authority, provide indemnification to employees and agents of the ASSOCIATION with the same scope and effect as the foregoing indemnification of directors and officers.

Section 3. Determination of Indemnification. An indemnification under Section (1) or (2) of this Article VII, unless ordered by a court, shall be made by the ASSOCIATION only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section(1) or (2) of this Article VII and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall occur within sixty (60) days after a written claim for indemnification has been received by the ASSOCIATION, and shall be made in any of the following ways:

A. By a majority vote of a quorum of the Board of Directors consisting of Directors who are not parties or threatened to be made parties to the action, suit, or proceeding;

B. If the quorum described in subsection A is not obtainable, then by a majority vote of a committee duly designated by the Board of Directors and consisting solely of two or more Directors not at the time parties or threatened to be made parties to the action, suit, or proceeding;

C. By independent legal counsel in a written opinion, which counsel shall be selected in one of the following ways:

(1) by the Board of Directors or its committee in the manner prescribed in subsection A or B.

(2) If a quorum of the Board of Directors cannot be obtained under subsection A and a committee cannot be designated under subsection B by the Board;

D. By all independent directors, if any, who are not parties or threatened to be made parties to the action, suit, or proceeding; and

E. By the CO-OWNERS, but directors, officers, employees, or agents who are CO-OWNERS and who are parties or threatened to be made parties to the action, suit, or proceeding may not vote.

In the designation of a committee under subsection B or in the selection of independent legal counsel under subsection C(2), all Directors may participate.

If a person is entitled to indemnification under Section (1) or (2) of this Article VII for a portion of expenses, including reasonable attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the ASSOCIATION shall indemnify the person for the portion of the expenses, judgments, penalties, fines or amounts paid in settlement for which the person is entitled to be indemnified.

Section 4. Payment of Defense Expenses in Advance.

A. The ASSOCIATION shall pay or reimburse the reasonable expenses incurred by a director or officer who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

(1) the person furnishes the ASSOCIATION a written affirmation of his or her good faith belief that he or she has met the applicable standard of conduct set forth in section (1) and (2) of this Article VII.

(2) The person furnishes the ASSOCIATION a written undertaking, executed personally or on his or her behalf, to repay the advance if it is ultimately determined that he or she did not meet the standard of conduct.

(3) A determination is made that the facts then known to those making the determination would not preclude indemnification under this Section or the Michigan Non-Profit Corporation Act, as amended.

B. The undertaking shall be by unlimited general obligation of the person on whose behalf advances are made but need not be secured.

C. Determination of payments under this Section (4) shall be made in the manner described in Section 3A-E, inclusive.

Section 5. Right of Officer or Director to Bring Suit.
To the extent that a director, officer, employee or agent of the ASSOCIATION has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Section 561 or 562 of the Michigan Non Profit Corporation Act, as amended, or in defense of a claim issue, or matter in the action, suit, or proceeding, he or she shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by him or her in connection with the action, suit, or proceeding and an action, suit or proceeding brought to enforce the mandatory indemnification provided in this Section. If a claim for indemnification under this Section is not paid in full by the ASSOCIATION within sixty (60) days after a written claim has been received by the ASSOCIATION, the officer or director who submitted

the claim (hereinafter the "indemnatee") may at any time thereafter bring suit against the ASSOCIATION to recover the unpaid amount of the claim. If successful in whole or in part in any such suit or in a suit brought by the ASSOCIATION to recover advances, the indemnatee shall be entitled to be paid also the expense of prosecuting or defending such claim. In any action brought by the indemnatee to enforce a right under this Section (other than an action brought to enforce a claim for expenses incurred in defending any proceeding in advance of its final disposition where the required undertaking, if any, has been tendered to the ASSOCIATION) it shall be a defense that, and in any action brought by the ASSOCIATION to recover advances the ASSOCIATION shall be entitled to recover such advances, the indemnatee has not met the applicable standard of conduct set forth in Section (1) or (2) of this Article VII. Neither the failure of the ASSOCIATION (including its Board of Directors, independent legal counsel, or its CO-OWNERS) to have made a determination prior to the commencement of such action that indemnification of the indemnatee is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section (1) or (2) of this Article VII, nor an actual determination by the ASSOCIATION (including its Board of Directors, independent legal counsel, or its CO-OWNERS) that the indemnatee has not met such applicable standard of conduct, shall be a defense to an action brought by the indemnatee or create a presumption that the indemnatee has not met the applicable standard of conduct. In any action brought by the indemnatee to enforce a right hereunder or by the ASSOCIATION to recover payments by the ASSOCIATION of advances, the burden of proof shall be on the ASSOCIATION.

Section 6. Other Indemnification. The indemnification or advancement of expenses provided under Sections (1) through and including (5) of this Article VII is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the ASSOCIATION's Articles of Incorporation, Bylaws, or a contractual agreement. However, the total amount of expenses advanced or indemnified from all sources combined shall not exceed the amount of actual expenses incurred by the person seeking indemnification or advancement of expenses. The indemnification provided for in Sections (1) through and including this (6) of this Article VII continues as to a person who ceases to be a director, officer, partner, trustee and if applicable employee or agent and shall inure to the benefit of the heirs, executors, and administrators of the person.

Section 7. Liability Insurance. The ASSOCIATION shall purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the ASSOCIATION, or is or was serving at the request of the ASSOCIATION as a director or officer, employee, or agent of the ASSOCIATION against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such,

whether or not the ASSOCIATION would have power to indemnify him or her against liability under the Michigan Non Profit Corporation Act or this Section.

ARTICLE VIII

AMENDMENTS

Section 1. These Bylaws (but not the CONDOMINIUM BYLAWS) may be amended by the ASSOCIATION at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the CO-OWNERS present in person, by proxy or written vote as such vote is defined in ARTICLE I, Section 2 of the CONDOMINIUM BYLAWS.

Section 2. 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 Members of the ASSOCIATION whether meeting as Members or by instrument in writing by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of ARTICLE II of these Bylaws.

Section 4. INTENTIONALLY DELETED.

Section 5. Any amendment to these Bylaws shall become effective upon adoption of same in accordance with Section 1 of this ARTICLE VIII without recording in the office of the Register of Deeds.

Section 6. A copy of each amendment to these Bylaws shall be furnished to every CO-OWNER of the ASSOCIATION after adoption.

ARTICLE IX

COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act NO. 162 of the Public Acts of Michigan 1982, as amended with the duly recorded CONSOLIDATED MASTER DEED of the CONDOMINIUM, as amended, and Exhibits "A" and "B" attached thereto. In case any of these Bylaws conflict with the provisions of said Statute or with the provisions of said CONSOLIDATED MASTER DEED, or the Exhibits thereto, the provisions of the Statute and said CONSOLIDATED MASTER DEED, shall be controlling.



**CROSSWINDS WEST
CONDOMINIUM ASSOCIATION**

39939 CROSSWINDS • NOVI, MICHIGAN 48375-5015

**CROSSWINDS WEST CONDOMINIUM ASSOCIATION
COMMUNITY HANDBOOK**

This is Crosswinds West's first revised edition of our Community Handbook.

Please read and retain this book. It is designed and intended to be used for keeping important information about our Association.

For record purposes, please sign your name on the bottom of this sheet, acknowledging your receipt of this information.

Thank you for your cooperation.

Sincerely,

Crosswinds West Condominium Association
Board of Directors:

James Holtsclaw, President
Richard Jurkiewicz, Vice President
Dan Kotlar, Treasurer
Betty Smolinski, Secretary
Mary Campbell, Director
Jerry Mike, Director
John Oblak, Director

9/97

Receipt of Community Handbook

NAME

ADDRESS

DATE

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IMPORTANT DISCLAIMER

The Community Handbook has been prepared for the members of the Crosswinds West Condominium Association by the Board of Directors. It is the intention of this document to be a convenient reference manual and to provide general information only. This document has not been prepared nor reviewed by legal counsel.

In no way is the Community Handbook to be construed as a replacement, supplement or legal interpretation of the Master Deed and Bylaws. In the event of any conflict between the Community Handbook and the Master Deed and Bylaws, the latter shall prevail. The Community Handbook shall not constitute or require a modification or amendment to the Master Deed and Bylaws. The Master Deed and Bylaws shall remain in force and in effect in its entirety.

1.0 BACKGROUND INFORMATION

1.1 Community Description

Crosswinds West Condominium Association was incorporated in the state of Michigan as a non-profit corporation on July 15, 1983. The Crosswinds West Condominiums, subsequently referred to as Crosswinds West or the COMMUNITY, was developed in three (3) phases between July 1983 and October 1985. The COMMUNITY is comprised of 26 buildings with eight (8) units each, four (4) ranches and four (4) colonials, for a total of 208 units. The COMMUNITY recreational facilities include a pool with cabana and two (2) tennis courts.

1.2 Master Deed and Bylaws

The Master Deed and Bylaws are the legal documents executed in accordance with the Michigan Condominium Act. The Master Deed includes the legal description of the COMMUNITY and definition of terms. The Bylaws include the Condominium Bylaws and the Association Bylaws. The Condominium Bylaws include the rights and obligations of the co-owners. The Association Bylaws are the Corporate Bylaws of the ASSOCIATION established to manage, maintain and administer the COMMUNITY. The Master Deed and Bylaws are subsequently referred to as the BYLAWS.

By virtue of purchasing a condominium in Crosswinds West, the co-owner has agreed to accept and be legally bound by the BYLAWS. All original co-owners were presented with a copy of the BYLAWS by the developer. Subsequent co-owners should have received the BYLAWS from the previous co-owners. A copy of the BYLAWS can be obtained from the Property Management Company for a fee of \$25.00. It is the responsibility of each co-owner to review the BYLAWS. All members of our COMMUNITY are obligated to comply with the rules and restrictions of the BYLAWS.

1.3 Community Handbook

The Board of Directors has developed this Community Handbook as a convenient reference manual for the co-owners. It is important to note that the Community Handbook was not prepared or reviewed by legal counsel. In the event of a conflict between the Community Handbook and the Master Deed and bylaws, the latter shall prevail. The policies and restrictions outlined in the Community Handbook are subject to modifications and additions at any time and without notice by the Board of Directors. The Community Handbook will be updated on a regular basis upon significant modifications and/or additions to these policies.

1.4 The Association and the Board of Directors

Crosswinds West is administered, operated, managed and maintained by the Crosswinds West Condominium Association, subsequently referred to as the ASSOCIATION, in accordance with the BYLAWS. Each co-owner is a member of the ASSOCIATION. The ASSOCIATION is governed by the Board of Directors elected by the co-owners. The co-owner Board of Directors was provided control of the COMMUNITY from the developer on January 1, 1986.

There are seven (7) members on the Board of Directors serving alternating two-year terms. Four (4) directors are elected in "even" years and three (3) directors are elected in "odd" years. The ASSOCIATION contracts a Property Management Company to provide the financial, administrative and maintenance management of the COMMUNITY. The ASSOCIATION also employs an on-site maintenance supervisor.

The Board of Directors meets once a month with the Property Manager representing the Property Management Company. These meetings include a review of the monthly co-owner maintenance report, review COMMUNITY financial statements, evaluate contractor proposals and review co-owner correspondence. The Board of Directors also meets in November to prepare the Annual Operating Budget for the next fiscal year. In addition, the Board of Directors meet as required to address special problems or perform COMMUNITY evaluations (walk-through). The minutes of these meetings are posted each month at the pool cabana for review by the co-owners.

In accordance with the bylaws, the ASSOCIATION has an Annual Association Meeting in September of each year. This meeting is typically held at the Novi Civic Center or the Novi High School based upon the availability of the facilities. All co-owners are invited and encouraged to attend this meeting. The purpose of this meeting is to elect co-owners to the Board of Directors, review the state of the COMMUNITY and discuss issues or concerns of the co-owners.

1.5 Operating Budget and the Replacement Reserve Fund

The Board of Directors meets in the Fall of each year to prepare the Annual Operating Budget for the next fiscal year. The proposed operating budget is prepared jointly by the Treasurer and Property Management Company. The Board of Directors reviews, modifies and ultimately approves an operating budget for the next fiscal year.

The operating budget provides for the daily operation and short-term maintenance of the COMMUNITY. This includes funding for landscaping, snow removal, on-site maintenance supervisor, operation of the recreational facilities, administrative costs and funding of the Replacement Reserve Account. The Replacement Reserve Account is used for long-term maintenance or improvements to the COMMUNITY. These expenses may include painting buildings, road repairs, landscaping improvements and similar improvements.

1.6 Monthly and Special Assessments

The operating budget is funded by the co-owner "monthly assessment" (sometimes referred to as "association dues" or "maintenance fees"). The monthly assessment is calculated by taking the approved operating budget divided by the 208 co-owners over 12 monthly payments.

The prompt payment of assessments by all co-owners is critical to the financial integrity of the COMMUNITY. All monthly assessments are due on the 1st of the month. Payment received after the 10th of the month is considered "past due". Any account that is not paid in full on the 10th of the month, including the monthly assessment and any collection charges, fines and/or legal fees, will be assessed a "collection charge" of \$20.00 each and every month the account is past due. It is the complete and sole responsibility of the co-owner to insure that payment is received by the 10th of the month. The Board of Directors does not have the ability to waive late fines.

Liens are filed against co-owners that have outstanding balances greater than two (2) months assessments. The process of "Foreclosure by Advertising" is initiated against co-owners that have outstanding balances greater than three (3) months assessments. The co-owner is responsible for all legal fees including attorney costs, filing charges and court costs. **Please avoid costly collection charges and legal fees by providing prompt and full payment of your monthly assessments each and every month.**

The BY-LAWS also empowers the Board of Directors to assess "special assessments" to co-owners. A special assessment may be required to finance a budget deficit or to fund a COMMUNITY improvement.

1.7 Property Management Company

The ASSOCIATION contracts a Property Management Company to provide the financial, administrative and maintenance management of the COMMUNITY. The Property Management Company collects monthly assessments, maintains the financial records of the COMMUNITY, provides for the maintenance of the COMMUNITY, solicit and negotiate bids for COMMUNITY services and maintenance, process service requests from co-owners and provides financial and maintenance reports to the Board of Directors. Please See Section 7.1 for the additional information regarding the Property Management Company.

1.8 On-Site Maintenance Supervisor

The ASSOCIATION employs an on-site maintenance supervisor. The maintenance supervisor performs many of the daily maintenance tasks of the COMMUNITY. The maintenance supervisor also provides service to co-owners for services that are the responsibility of the ASSOCIATION (please see Section 2.4 for additional information). The maintenance supervisor also supervises the services performed by contractors.

2.0 MAINTENANCE AND SERVICE REQUESTS

The COMMUNITY is divided into "general common elements" and "limited common elements" as defined by the BYLAWS. General Common Elements include the land, roads, parking lots, sidewalks, utility networks, recreational facilities, building foundations, exterior walls, roofs and chimneys. The limited common elements include the porch, patio fences, patio pillars, windows, doors, air conditioners and interior walls. Please note that the proceeding statements are neither complete nor represent a legal definition. Please reference Article IV of the Master Deed for a complete legal description of the general and limited common elements.

2.1 General Common Elements

The ASSOCIATION is responsible for the normal maintenance of the general common elements. The cost to provide the maintenance of the general common elements is funded by the annual operating budget via the co-owner monthly assessments and the Replacement Reserve Account. Please note that the co-owner is responsible for the cost to repair or replace a general common element due to damage or negligence on behalf of the co-owner. Please reference the procedure outlined in Section 2.3 to request maintenance service of a general common element.

2.2 Limited Common Elements

The co-owner is responsible for the maintenance of the limited common elements. The co-owner must provide for the maintenance of a limited common element in a timely manner in accordance with the standards of the COMMUNITY.

At the request of the co-owner, the ASSOCIATION will act as a general contractor on behalf of the co-owner for the maintenance of some limited common elements to insure that the workmanship and materials comply with the COMMUNITY standards. These services may be provided for the repair of the porches, pillars, fences, doors, etc. The cost to provide these services will then be billed to the co-owner. Doors will also be painted at no charge at the time of the building re-painting. Minimal fence repair, re-nailing of loose boards for example, will be provided by the on-site maintenance supervisor at no charge to the co-owner.

A co-owner may elect to paint the door, shutters and patio fences more often than provided by the ASSOCIATION. The co-owner is required to contact the Property Management Company to determine the correct paint, both manufacturer and color, applicable to their building. In no event will alternate colors for exterior surfaces be allowed. All workmanship performed by a co-owner, or co-owner contractor, must be to COMMUNITY standards. The co-owner will be responsible for any costs incurred by the ASSOCIATION to rectify a condition not in compliance with the COMMUNITY standards.

2.3 Maintenance and Service Requests

All non-emergency requests for maintenance of a general common element must be made in writing utilizing the Maintenance Service Request form provided by the Property Management Company or by calling the Property Management Company at the number listed in Section 7.1. Blank service request forms are available at the pool cabana mailbox or from the Property Management Company. All Maintenance Service Requests should be mailed to the Property Management Company or dropped off in the mailbox at the pool cabana. Please see Section 7.1 for the address of the Property Management Company.

The Property Management Company will contact you to make arrangements for the on-site maintenance supervisor or a contractor to perform the requested service. It is the responsibility of the co-owner to make every effort to schedule access to a unit in order to perform the service. Please note that if the requested maintenance involves a problem that can deteriorate over time and/or possibly develop into a more serious problem, the co-owner is required to make available immediate access to the unit for repair. In the event that conflicts do not allow access to a unit, the ASSOCIATION will take appropriate action to gain access to the unit in accordance with the provisions of the BYLAWS.

Emergency Service can be reported by telephone 24 hours a day. Again, please reference the address and telephone information outlined in Section 7. It is imperative that all co-owners notify the Property Management Company of an alternate source for a key to your unit in the event of an emergency. However, in the event of a emergency problem that requires immediate access to a unit, the contractor will be authorized by the Property Management Company to take whatever action is required to gain access to a unit.

The Property Management Company and the Board of Directors requests that all co-owners comply with the above procedures. Deviation from these procedures make it difficult to administer the COMMUNITY maintenance program. **Please do not have direct verbal contact with the on-site maintenance supervisor to request maintenance service.**

The Property Management Company, the On-Site Maintenance Supervisor, and the Board of Directors review the Maintenance Log on a regular basis. The Property Management Company appraises the Board of Directors of the status of all monthly maintenance service requests. In the event that the co-owner is not satisfied with the response of the Property Management Company, please send a letter outlining the problem to the attention of the Board of Directors at the address outlined in Section 7.2.

2.4 Maintenance Responsibility

The following pages outline the maintenance responsibilities of the ASSOCIATION and the co-owner. Again, this list is provided to co-owners as a reference only. The legal description of the maintenance responsibilities are defined by the BYLAWS. In the event of a conflict between the following list and the BYLAWS, the latter shall prevail.

MAINTENANCE RESPONSIBILITY

ITEM	ASSOCIATION	CO-OWNER
Appliances:		
Air Conditioner		X
Dishwasher		X
Disposal		X
Furnace		X
Refrigerator		X
Stove		X
Washer/Dryer		X
Water Heater		X
Building:		
Animal/Pest Control	X 1	
Ceiling	X 2	
Chimney	X	
Doors		X 4
Doorwall		X 4
Drywall (basement area)		X
Floors	X 2	
Foundation	X	
Front Stoop & Step (limited element)	X	
Gutters/Rainspout	X	
Painting (exterior)	X	
Roof	X	
Sidewalks (limited element)	X	
Skylight	X 3	
Walls (exterior)	X	
Walls (interior)	X 2	
Windows		X 4
Electrical:		
Building Lights (exterior)	X	
Circuit Breakers	X	
Circuit Wiring (exterior)	X 5	
Circuit Wiring (interior)	X 5	
Doorbell		X
Electrical Meter	X	
Entrance Lights	X	
Garage Door Opener		X
Garage Lights (interior)	X	
Garage Lights (exterior)	X	

ITEM	ASSOCIATION	CO-OWNER
Electrical - continued		
Garage Outlet		X
Light Switch (interior)		X
Outlet (interior)		X
Patio/Porch Light		X
Patio Outlet		X
Pillar Light	X	
Smoke Detector		X
Telephone Cable	X	
Television Cable	X	
Garage/Carports:		
Doors		X 4
Floor		X
Roof	X	
Walls (exterior)	X	
Walls (interior)		X
Landscaping:		
Edging	X	
Flowers (common elements)	X	
Flowers (limited elements)		X
Garbage Removal	X	
Lawn Cutting (general elements)	X	
Lawn Fertilization	X	
Mulch	X 6	
Tree/Shrub Replacement	X 7	
Tree/Shrub Pruning	X	
Tree/Shrub Fertilization	X	
Snow Removal	X	
Weeding	X	
Patio/Porch		
Landscaping		X
Lawn Cutting		X 8
Patio Fence	X	
Patio Light		X
Pillar Light	X	

ITEM	ASSOCIATION	CO-OWNER
Patio/Porch - continued		
Porch Light		X
Snow Removal (patio)		X
Snow Removal (porch/walkway)		X
Water/Gas Plumbing:		
Drain Clogs		X
Fixtures		X
Gas Lines	X	
Leaks (faucet or fixture)		X
Leaks (interior wall)	X	
Pipes	X 9	
Sewer Back-up	X	
Storm Drain Back-Up	X	
Sump Pumps	X	
Water Meter	X	

Maintenance Footnotes:

1. The ASSOCIATION will provide for interior pest control for problems such as ant infestation. The ASSOCIATION will provide for external animal control limited to the placement of traps. The ASSOCIATION is not responsible for any costs, if required, related to the dismantling and restoring of decks or patios.
2. The ASSOCIATION will repair interior ceilings, walls and floors in accordance with its obligations as defined by the BY-LAWS. The ASSOCIATION is not responsible for the repair or replacement of wall and floor coverings including paint, wallpaper, tile, carpet, etc. The ASSOCIATION is not responsible for the repair of cracks, nail pops or floor squeaks due to building settlement or normal wear and tear.
3. The ASSOCIATION is responsible for any water leaks in Sky Light. However, co-owner is responsible for any damage to the sky-light.
4. Co-Owners must conform to BY-LAW specifications when replacing

Maintenance Footnotes - continued

5. The ASSOCIATION is responsible for all external and internal circuit wiring up to the connection with the electrical device such as light switch, outlet, light fixture or appliance.
6. The ASSOCIATION will provide for the replacement of mulch in the general common elements and limited common elements on a regular schedule per the approved operating budget. The co-owner may provide mulch as desired.
7. The ASSOCIATION will provide for the replacement of trees and shrubs in the general common elements per the approved operating budget or with approved allocation of funds from the Replacement Reserve Fund. The ASSOCIATION will also provide for the replacement of shrubs in the limited common elements and co-owner flower beds once-per-year per the approved operating budget. The cost to replace grass or shrubs damaged by pets will be charged to the co-owner.
8. It is the responsibility of the co-owner to provide for the maintenance, including lawn cutting, of the patio area. However, the contractor may provide lawn cutting of the patio area if the area is easily accessible (no patio furniture or pets).
9. The ASSOCIATION is responsible for the external and internal plumbing up to the point of connection with a plumbing fixture (shut-off valve). The ASSOCIATION will repair any plumbing leaks within the walls of the building. The co-owner is responsible for the repair of any leaks at the connection with the fixture or from the fixture itself.

Maintenance Service Request Form

Maintenance Service Request Forms are available at the pool cabana or from the Property Management Company. Please call the phone number outlined in Section 7.1 to request additional forms. Maintenance Service Request Forms are also available at the pool cabana. **All requests for non-emergency service should be made in writing utilizing a Service Request Form. This provides the co-owner with a written copy of their service request.**

3.0 COMMUNITY RULES AND REGULATIONS

The COMMUNITY has two sets of rules and regulations. The BYLAWS, specifically Article VII of the Condominium bylaws, defines the COMMUNITY restrictions. In addition, the Board of Directors has adopted additional rules and regulations pertaining to the use of the recreational facilities and other areas not specifically addressed by the BYLAWS.

3.1 Restrictions per Master Deed and Bylaws

Following is a summary of the restrictions outlined in Section VII of the Condominium BYLAWS. This list is provided to the co-owner as a convenient reference only. In the event of a conflict between the following list and the BYLAWS, the latter shall prevail.

- No unit may be used for non-residential use.
- A co-owner must provide written notice to the Board of Directors of the intention to lease or sell a unit. Please contact the Property Management Company for the required Crosswinds West Lease Addendum. All rental or lease agreements must be submitted to the Board of Directors for approval.
- No co-owner shall modify the exterior of the unit or the limited or general common elements without written approval from the Board of Directors. Any co-owner wanting to build a deck or patio within the enclosed patio area must submit plans for written approval by the Board of Directors.
- No immoral, improper, unlawful, offensive activity is allowed in a co owner unit or the limited or general common cements.
- A co-owner is allowed to keep one (1) domesticated animal as a pet. Care and restraint should be provided so that no pet is obnoxious or offensive on account of noise, odor or unsanitary conditions. No pet shall be allowed to run loose on the common cements. Pets must be attended by a responsible person at all times. The co-owner **must** immediately clean-up feces deposited by a pet (please reference Section 4.8 for additional information).
- The limited or general common elements, including patios and carports, shall not be used for storage of supplies, materials, personal property, or trash at any time. Trash or trash containers can only be stored in a co-owner unit or garage (not an open carport). Trash should be deposited at designated sites only on the morning of the collection day. Trash violations are subject to a immediate \$50.00 fine.
- All window treatments (curtains, drapes, shades, blinds) visible from the exterior shall be made or lined with material which is white or off-white in color.

3.1 Restrictions per Master Deed and Bylaws Continued-

- Sidewalks, landscaped areas, driveways, roads, parking areas, porches and stairs shall not be obstructed in any way or used as a play area for children. Children using the swimming pool must be accompanied by adults.
- No house trailers, commercial vehicles, camping vehicles, snowmobiles, boats or trailers may be stored or parked in the open parking areas or in carports. Guests should only park in open spaces (not carports) or in the street. Abandoned, unused, or unlicensed vehicle will be towed at owner expense.
- The use of firearms, air rifles, pellet guns, B-B guns, bow and arrows or other similar dangerous weapons or projectiles may not be used on the premises. The storage of flammable or hazardous materials is prohibited.
- No co-owner shall perform any landscaping, plant trees, shrubs, flowers or place ornamental materials upon the common elements without written approval from the Board of Directors (please reference Section 4.2 for additional information).
- The use or storage of motorized vehicles, other than passenger cars and authorized maintenance vehicles or commercial vehicles, is prohibited.
- The co-owner shall maintain his unit and limited common elements in a safe, clean and sanitary condition.
- No signs, including "For Sale", or "For Lease, "Open" or similar signs, shall be displayed which are visible from the exterior of an unit or posted on the limited or common elements. Violation of this restriction is subject to a fine of \$100.00 per day for each day posted.

3.2 Association Rules and Regulations

The following rules and regulations for the use of the COMMUNITY recreational facilities have been adopted by the Board of Directors.

3.2.1 Pool and Cabana Rules

The pool hours of operation are posted at the Cabana. A single key provides access to the cabana and tennis courts. Each year the locks are changed. All co-owners whose accounts are in good standing will be issued a new key prior to the pool opening. All co-owners with delinquent accounts must bring their account to current status prior to receiving a new key. Co-homeowners who do not receive a key within the designated period will have to make arrangements to pick-up a key at the Property Management Company.

3.2.1 Pool and Cabana Rules Continued -

Following are the Pool Rules adopted by the ASSOCIATION. Please note that many of the rules governing conditions of cleanliness, consumption of foods and beverages and bathing caps are based upon health standards set by the State of Michigan Department of Health. Co-owners in violation of these rules are subject to fine and/or denial of pool privileges.

- The pool hours are posted at the cabana. Please enter the pool area through the cabana. Please close all cabana doors securely to discourage use by trespassers.
- The pool is not attended by a lifeguard. Only qualified swimmers are permitted in the deep area of the pool. Swim at your own risk.
- The ASSOCIATION is not responsible for lost or stolen property.
- Only members of the COMMUNITY and their guests are allowed to use the COMMUNITY pool. No children under the age of 12 may use the pool unless accompanied by an adult. All guests must be attended by an adult co-owner. The Board of Directors encourages all co-owners to report all trespassers to the Novi police.
- Only proper swimwear is permitted; no cut-offs! All swimmers must wear bathing caps if hair is long. Infants must wear tight fitting rubber pants; no diapers!
- Please shower to clean feet and remove suntan lotions before entering pool
- No running, horseplay, throwing of balls or similar items are allowed in the pool area or in the pool. Any person who is disturbing or irritating others may be evicted from the pool or pool area.
- No floating mattresses or other large plastic toys are permitted in the pool
- No diving into the pool.
- No food is permitted in the pool area or in the pool. No glass containers are allowed in the pool area.
- No pets are permitted within the pool area
- Please close all cable umbrellas when not in use to protect against wind damage.
- Please place all cigarette butts in ashtray pails. Please pick up and dispose of all trash or litter. Please keep restrooms clean.

3.2.2 Tennis Court Rules

- The tennis court hours are posted at the cabana. The tennis court lights are turned on from the electrical panel located on the east fence. The lights will automatically turn off after one hour. The lights cannot be turned on after 10:00 PM.
- Only members of the COMMUNITY and their guests are allowed to use the tennis courts. All guests must be attended by an adult co-owner. The Board of Directors encourages co-owners to report all trespassers to the Novi police.
- The tennis courts are not to be used for any activity other than tennis.
- Please be courteous to waiting players and limit game time to 1 hour.
- Please be courteous to your neighbors and keep voices to a moderate level during evening play.
- No glass containers are allowed in the tennis courts.
- Pets are not permitted in the tennis courts.
- Please pick up and dispose of all trash. Please dispose of any ball containers or container flip-tops.

3.3 Fine Schedule

All violations are subject to a reprimand in the form of a warning letter with subsequent violations subject to fines. The fine schedule is as follows:

- 1st Offense: **Warning Letter**
- 2nd Offense: **\$ 50.00**
- 3rd Offense: **\$ 100.00**

All fines are due in full along with remittance of the month's assessment. The above fine schedule is not applicable to the "Sign Violation" or the "Trash Violation" or the "Pet Violation". The statements in this handbook regarding these restrictions are the only written notice to co-owners. Each of these violations are subject to immediate fines. The trash violation (see Section 4.3) is subject to an immediate fine of \$50.00. The sign violation (see Section 4.10) is subject to an immediate fine of \$100.00 for each day posted. The pet violation (see Section 4.8) is subject to an immediate fine of \$50.00 for each day the issue is not resolved.

4.0 GENERAL INFORMATION

4.1 Exterior/Interior Improvements

The ASSOCIATION provides for the painting of the buildings, patio fences and garages on a schedule of approximately every four or five years. Co-owners are permitted to paint shutters, doors or fences more frequently if desired. Please contact the Property Management Company for information regarding the correct paint manufacturer and paint color that is appropriate for your building. Under no circumstances will alternate colors be allowed for exterior surfaces.

External modifications or additions to a building are not permitted. This includes window awnings, external window shades, wood fences and storage enclosures (garden tools, summer furniture, garbage or wood). The addition of a screen door, iron porch railings, iron patio gates and iron fences are permitted. Please note that only one (1) storm door type and one (1) gate, fence and rail manufacturer has been approved by the ASSOCIATION. Please contact the Property Management Company for additional information.

Internal modifications, such as finishing a basement, are subject to written approval by the Board of Directors. All work must be performed in accordance with local and state regulations and applicable building codes.

4.2 Flowers and Shrubs

Co-homeowners may plant flowers and shrubs within the patio area or the flower beds appurtenant to their unit. Please remember to plant flowers away from the edge of the lawns to allow for lawn mowers and edging equipment to cut the lawn without damaging your flowers. Please do not plant any trees, flowers or shrubs on the general common elements without written approval from the Board of Directors.

4.3 Garbage Storage and Garbage Pick Up

The ASSOCIATION prides itself on the attractiveness of Crosswinds West. Therefore, the ASSOCIATION has adopted a strict policy regarding the storage of trash containers and the placement of trash for pick up. Each individual co-owner is responsible for the storage of weekly trash. This can only be stored in a co-owner's unit or in a garage. Trash is not to be stored in open carports or patio areas. Open storage of trash is subject to the foray of wild animals. This situation leads to trash littering the COMMUNITY and additional ASSOCIATION costs to provide the clean up. The open storage of trash is also a discourtesy to your neighbors.

The ASSOCIATION has designated areas for the placement of trash for pick-up adjoining the mailboxes throughout the COMMUNITY. **Please remember that collection day will be postponed by one day if a holiday falls on a prior weekday or on the day of collection.** For example, currently collection day is Monday. Collection day will be postponed until Tuesday if a holiday falls on a Monday.

4.3 Garbage Storage and Garbage Pick-Up Continued -

To discourage problems with animals, trash must only be placed out for pick-up on the morning of collection day. Please make alternate arrangements for placement of trash for pick-up in the event of your absence. Co-owners in violation of this restriction are subject to an immediate \$50.00 fine.

This statement will serve as the written warning to all co-owners.

The ASSOCIATION encourages all co-owners to use garbage bags. Please do not place any loose items out for pick-up that may be scattered throughout the COMMUNITY by the wind. All trash containers must be retrieved by co-owners on the day of trash pick-up. Trash containers left out will be collected by the on-site maintenance supervisor for proper disposition.

The co owner must make arrangements for the removal and disposal of appliances, carpeting, furniture or other large objects. The Novi Department of Public Works will only accept large appliances and scrap metal. The DPW is located at 26300 Delwal Drive, north of Eleven Mile Road between Town Center Drive and Meadowbrook. In addition, the co-owner is responsible for the appropriate disposal of hazardous or flammable chemicals, paint, motor oil or other items not suited for landfill disposal. Any penalties assessed to the ASSOCIATION due to a co-owner violation will be charged to that co-owner.

The ASSOCIATION sponsors a recycling program of both household and compost material. Collection dates are posted at the community entrances. Crosswinds West provides a compost collection area in the southeast corner of the complex.

4.4 Garage Sale

The ASSOCIATION will sponsor a Community Garage Sale once a year in the Spring. The ASSOCIATION will provide for the advertising of this event in local publications. The Board of Directors will provide written notification regarding dates and times in advance. Individual garage or basement sales are prohibited.

4.5 Garages, Carports, and Parking

Each unit in our COMMUNITY has an assigned garage or carport. Open parking in building parking lots and in the street is available to all co-owners and their guests. Only licensed passenger vehicles are allowed to be parked in the open parking areas. Any unlicensed vehicle, unused vehicle, commercial vehicle, recreational vehicle, boat, trailer, etc. will be towed at the co-owner's expense. Please observe the "No Parking" signs along our COMMUNITY streets. One side of the street is restricted to allow clear access through the COMMUNITY by emergency vehicles.

4.5 Garages, Carports, and Parking Continued -

Due to the limitation of open parking spaces, the Board of Directors requests that all co-owners with multiple cars, please park at least one car in the garage or carport as a courtesy to your neighbor. Also, please use proper judgment when parking in open areas to maximize the number of cars that may be parked. Long-term parking or storage of vehicles is not permitted in the unassigned parking areas.

Please do not drive to the pool or tennis courts. Parking in these areas deprives co-owners of open parking spaces. During winter snow falls, please do not park in the streets to allow clear access to snow removal equipment. Please move cars into garages or carports to allow plowing of streets and parking lots. Please keep garage doors closed when not in use. For the cleanliness of our community, please do not park vehicles which are leaking oil or other engine fluids in the unassigned parking areas.

Garages can be utilized for storage of recreational vehicles, commercial vehicles, trash containers or other household items. Garages are not to be utilized for the storage of hazardous or flammable materials. Open carports are for parking of passenger vehicles only. Please do not store recreational vehicles, trash containers, firewood, etc. in open carports. Carports can be converted to garages. Please contact the Property Management Company for information regarding specifications and authorized contractors.

4.6 Newsletter

The Board of Directors publishes a community newsletter to all co-owners on a regular basis. The newsletter provides a forum to distribute information regarding COMMUNITY projects, policies, announcements and other information. The Board of Directors encourages COMMUNITY participation in the development of the newsletter. Co-homeowner involvement may include guest columns, club information or activity planning. Please send any suggestions, comments or information to the attention of the Newsletter Editor at the address listed in Section 7.2.

4.7 Patios and Decks

All plans for improvements to your patio area must be approved in writing by the Board of Directors. This includes the construction of both patios (brick, block or cement) and wood decks. Please remember that no permanent structure can be above 18" or porch level whichever is greater. Patio or decks that are constructed without approval and that are in violation of the BYLAWS will be removed at co-owner expense. Please forward all plans and descriptions to the Property Management Company. Please contact MISS DIG (800/764-7661) to locate utilities (electrical, water, gas) prior to digging.

4.8 Pets

All co-owners are allowed to keep one (1) domestic pet. Written permission from the Board of Directors is required for more than one (1) pet. It is the responsibility of the co-owner to insure that the pet is cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. All pets must be on a leash and attended by the co-owner at all times. No pet shall be allowed to run loose on the common elements. The co-owner must immediately clean-up all feces deposited by a pet. Any lawn, bush or tree damage caused by a pet is the responsibility of the co-owner. Any violation of this policy is subject to an immediate fine of \$50.00 per day for each day the issue is not resolved. The ASSOCIATION will also assess a co-owner the cost to repair or replace any landscaping damage caused by a pet.

This statement will serve as the written warning to all co-owners.

4.9 Recycling

The City of Novi has a Recycling Center located at 4517S Ten Mile Road behind the Novi Civic Center. The Recycling Center is a "drop-off" facility for all Novi residents and is open twenty-four (24) hours a day seven (7) days a week. The Recycling Center will accept newspaper, glass, steel or tin cans, aluminum, plastic and motor oil. Please follow these guidelines:

Newspaper. Only newspaper and the newspaper supplements are accepted. No phone - books, magazines, books, cardboard or other paper products. Newspaper should be bound with rope or in paper bags. Please do not leave loose newspapers or newspapers in plastic bags.

Glass. Only amber, green and clear bottles and jars are accepted. Please no Pyrex, window glass or mirrors. White or other colored glass, such as that used for cosmetics, is not recyclable. Please rinse, remove all labels and remove all caps and lids from bottles and jars.

Steel and Tin Cans. Only steel and tin cans (and aluminum as noted below) are accepted. Please rinse and remove all labels from cans. Please remove tops and bottoms from cans and crush or flatten.

Aluminum. Small aluminum items such as cans, aluminum foil and pie pans are accepted. Please rinse and remove all labels from cans. Please remove tops and bottoms from cans and crush or flatten.

Plastics. Only Type 1 and 2 plastic is recyclable (check bottom for number enclosed by recycle arrows). This includes plastic milk cartons, household cleaners, etc. Some food containers and other "glossy" plastic is typically not recyclable. Please rinse, remove all labels, remove caps and rings and flatten. **No motor or cooking oil containers are acceptable.**

4.9 Recycling Continued -

Motor Oil. Only used motor oil is accepted. Synthetic motor oil or motor oil with additives are not acceptable. Pour oil into the appropriate container located at the Recycling Center.

The Board of Directors will apprise the COMMUNITY of developments to provide curbside recycling which will eventually be mandated by the City of Novi. Remember the three "R's" of waste management: Reduce, Reuse and Recycle.

4.10 Signs

The posting of any sign such as "For Sale" or "Open" that is visible from the exterior of a unit or within the COMMUNITY is prohibited in accordance with Section VII of the Condominium BYLAWS. The violation of this restriction is subject to an immediate fine of \$100.00 per day for each day posted.

This statement will serve as the written warning to all co-owners.

4.11 Window Maintenance

The repair and replacement of windows and doorwalls are a co-owner responsibility as defined in the BYLAWS. The original installed windows have imitation "mullen strips" between the window panes. This tape deteriorates with age and exposure to the sun. In addition, the seal of these windows may break causing fogging and condensation. In accordance with the BYLAWS, it is the responsibility of the co-owner to replace all defective window panes in a timely manner. Co-homeowners that fail to comply will be served with a written notice requiring that repairs be made within 90 days of notification. Any co-owner that fails to comply with this written notification will be assessed a fine of \$50.00 the first month and \$100.00 per month, thereafter, until replacement windows are installed.

4.12 Winterizing

The outside water spigot should be drained prior to the first freeze to avoid pipe damage. You should turn off the interior water shut-off valve leading to the outside spigot. Then turn on the outside spigot until all water drains from the valve. Covering your air conditioner compressor with a plastic cover during the winter is also recommended.

Calcium Chloride is available in marked trash cans (marked "Salt") located throughout the COMMUNITY for co-owner use. Please do not use salt (sodium chloride) on porches or sidewalks as it damages the cement. Please do not use solid porch coverings or mats that do not allow air flow. These types of porch coverings cause "spalling" (shallow pits and holes).

5.0 INSURANCE INFORMATION

There are two insurance policies of interest to the co-owners: 1) the ASSOCIATION insurance policy and 2) co-owner condominium insurance policy. The ASSOCIATION maintains a comprehensive and liability insurance policy. The ASSOCIATION insurance policy provides coverage for all the buildings and common grounds to be maintained by the ASSOCIATION. A co-owner condominium insurance policy provides coverage of a co-owner's personal property and personal liability protection.

5.1 Association Insurance

The ASSOCIATION insurance is currently provided by McHenry Insurance and is one of the best insurance policies available to Condominium Associations. The ASSOCIATION insurance covers all buildings and common grounds that are the responsibility of the ASSOCIATION. In the event a loss occurs, the buildings will be rebuilt as a standard unit as originally constructed not including betterment's and improvements made by the developer or the co-owner. This policy covers claims due to fire, wind, vandalism, hail and certain types of water damage. In addition, the policy provides liability insurance in case of a personal injury on the common cements. Normal insurance exclusions such as wear and tear, flood, earthquake, personal possessions of the co-owner, personal liability of the co-owner, are applicable.

If a co-owner believes he/she has a claim, please contact the Property Management Company. A co-owner may also request a certificate of insurance from the Property Management Company.

5.2 Co-owner Insurance

It is strongly recommended that all co-owners have a Condominium Owner Insurance Policy. This type of policy is generally referred to as a "Form 6 Policy". This insurance policy generally provides protection of the co-owners possessions, betterment's and improvements and personal liability claims. This policy generally includes replacement protection for furniture, appliances, clothing, jewelry, etc. Many policies include limits for coverage of jewelry, furs, computers, and may require optional coverage to be fully insured. In addition, additional insurance may be required for betterment's and improvements including wall and floor coverings and finished basements. Liability insurance provides protection from personal injury claims within your unit, porch or patio area. Please contact your insurance agent for additional information.

6.0 HOUSEHOLD HINTS

6.1 Air Conditioning Maintenance

Visually inspect your air conditioning compressor located outside your unit. It is important that the unit is stable and level. Soil erosion may cause the compressor to "hang" by the plumbing. This can damage the compressor and lead to costly repairs. Place patio blocks or additional soil under compressors as may be required. Covering your compressor in the winter with a plastic cover may increase the life of the compressor.

In the event of loss of cool air from the air conditioning, check that the compressor is running. The compressor is equipped with an external fuse box that may require a new fuse. If the compressor is running and no cool air is expelled, the freon may have to be recharged by a professional contractor. The air conditioning will cause condensation of water that is normally discharged via PVC tubing into the basement drain.

6.2 Circuit Breakers

The circuit breaker panel for ranch units is located inside on the basement outside side wall towards the rear of the unit. The circuit breaker panel for colonial units is located outside on the nearest outside side wall near the electrical meters. A circuit breaker will "trip" in the event that the wiring circuit amperage capacity has been exceeded. This is due to too many electrical devices on a single circuit. Small appliances with heater elements such as toasters, hair dryers, electrical curlers, curling iron, clothes iron, space heaters are usually responsible for circuit breakers tripping. In some cases the device may be defective and should be repaired or replaced immediately.

The following steps should be performed to reset a "tripped" circuit breaker. 1) unplug or turn off unnecessary devices, 2) identify the "tripped" breaker by the position of the breaker handle (the handle will be in the tripped position which is neither the on or the off position), 3) turn the breaker to the "off" position, and 4) turn the breaker to the "on" position. **Never touch the circuit breaker panel in the event of basement flooding at risk of electrocution!**

6.3 Furnace Maintenance

Replace dirty furnace filters as often as required. A clean filter will reduce your heating costs, increase air flow and minimize dust. Arrange to have your furnace cleaned by professionals on a regular basis. The furnace burners are lit from an electrical igniter that makes a "clicking" sound. If a furnace does not ignite, contact a professional contractor. **Call Consumer Power immediately in the event of a noticeable gas smell which indicates a gas leak.**

6.4 Garbage Disposal

The garbage disposal unit may jam from time-to-time. To free a jam follow this procedure: 1) turn the garbage disposal off, 2) unplug the disposal from the outlet beneath the sink, 3) place the disposal wrench into the bottom of the disposal unit, 4) manually turn the wrench to clear the jam, 5) remove the wrench and reset the disposal circuit breaker located on the bottom of the unit, 6) plug the disposal into the outlet, and 7) turn on the disposal. This process may be facilitated by pouring cooking oil into the disposal. Disposal wrenches are available at most hardware stores.

6.5 Hot Water Heater

In the event of loss of hot water, check the hot water gas burner and pilot light. There is a small access panel located at the bottom of the hot water heater. You should see flames from either the gas burner assembly or the pilot light. If neither is lit, follow the procedure on the hot water heater to re-light the pilot light.

6.6 Smoke Detector

The smoke detectors are hard-wired into the building electrical wiring and do not require batteries. Please test the unit on a regular basis by depressing the test button located on the face of the unit. Replace defective units immediately.

6.7 Sump Pumps

One unit in each building is equipped with a primary and a back-up sump pump. The ASSOCIATION will inspect the sump pumps on a regular basis. If you suspect that a sump pump is not working, please contact the Property Management Company immediately.

7.0 IMPORTANT ADDRESSES & PHONE NUMBERS

7.1 Property Management Company

Advanced Property Management, LLC.
29236 Ford Road, Suite 200
Garden City, MI 48135
Phone: 734-524-1391
Fax: 734-524-1393
Email: AdvancePropMang@aol.com
Pamela Shaw / Property Manager

7.2 Crosswinds West Condominium Association

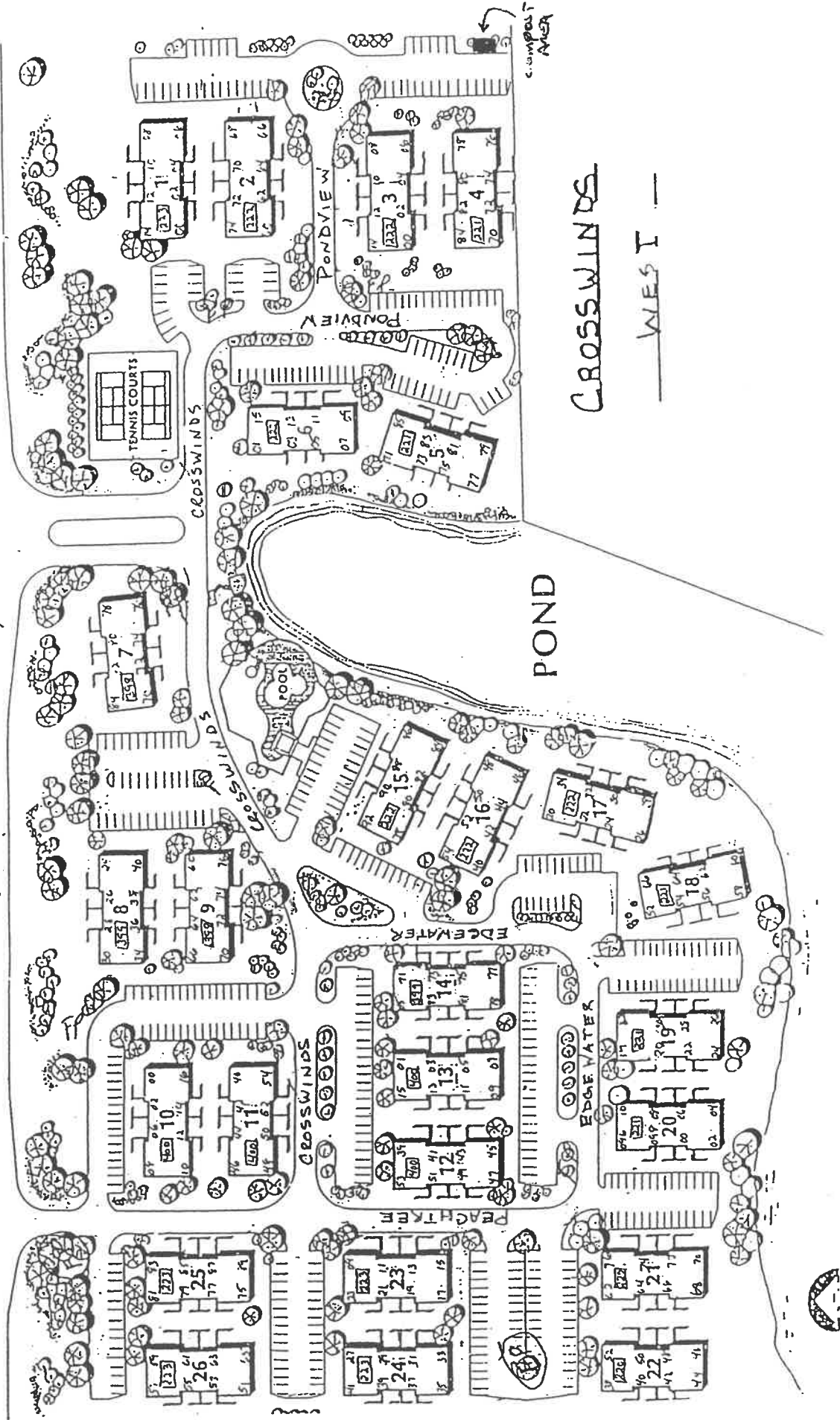
Crosswinds West Condominium Association.
Attn.: Board of Directors.
39939 Crosswinds
Novi, MI 48375

7.3 Emergency Phone Numbers

Medical Emergency	911
Police Emergency	911
Fire Emergency	911
Novi Police Department	(248) 348-7100
Novi Fire Department	(248) 349-2162
Poison Control Center	(800) 764-7661
Consumers Energy	
-Administrative	(800) 477-5050
-Emergency	(800) 477-5050
Detroit Edison:	
-Administration	(800) 477-4747
-Emergency	(800) 477-4747
MISS DIG	(800) 482-7171
Time Warner Cable	(248) 553-7300
Ameritech:	
-Administrative	(313) 221-4900
-Repair	(313) 221-2121

TO HAGGERTY ROAD

NINE MILE ROAD



CROSSWINDS

WEST

POND

TENNIS COURTS

CUMULATIVE AREA

PONDVIEW

EDGEMATER

EDGEWATER

BEACHFRONT

CROSSWINDS

CROSSWINDS

CROSSWINDS

CROSSWINDS

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