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PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

MASTER DEED

LIBERTY PARK

THIS MASTER DEED is made and executed on this 23rd day of December, 2004, by Pulte Land Company, LLC, a Michigan limited liability company (hereinafter referred to as "Developer") whose address is 26622 Woodward Avenue, Suite 204, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Liberty Park as a residential site condominium project under the Act and declares that Liberty Park shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

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**ARTICLE I
TITLE AND NATURE**

The Condominium Project shall be known as Liberty Park, Oakland County Condominium Subdivision Plan No. 1703. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES held by the state or any individual against the within description and all TAXES on same are paid for five years previous to the date of this instrument as appears by the records in the office except as stated.

PATRICK M. DOHANY

PATRICK M. DOHANY, County Treasurer
Sec. 135, Act 263, 1893 as amended

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O.K. - KB

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1/11/2005

ARTICLE II
LEGAL DESCRIPTION

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

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 1166.78 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width) for a PLACE OF BEGINNING; thence continuing S86°55'25"W 57.55 feet along Northerly right-of-way line of said Twelve Mile Road; thence N03°04'35"W 20.00 feet; thence S86°55'25"W 434.87 feet along the Northerly right-of-way line of said Twelve Mile Road; thence N06°13'29"W 17.53 feet; thence N33°31'03"W 110.50 feet; thence N24°15'28"E 108.66 feet; thence N16°28'32"W 82.90 feet; thence N79°59'59"W 44.69 feet; thence S41°27'44"W 35.36 feet; thence N83°45'26"W 138.83 feet; thence S30°17'49"W 15.10 feet; thence S87°04'35"W 174.55 feet; thence N02°55'25"W 116.00 feet; thence S57°43'07"W 18.36 feet; thence S87°04'35"W 28.00 feet; thence N53°01'46"W 20.84 feet; thence S87°04'35"W 110.00 feet; thence N02°55'25"W 361.00 feet; thence N02°05'23"W 43.36 feet; thence N05°56'58"E 83.89 feet; thence N17°24'48"E 83.89 feet; thence N28°52'39"E 83.89 feet; thence N40°20'29"E 83.89 feet; thence N51°48'19"E 83.89 feet; thence N63°16'09"E 83.89 feet; thence N74°51'38"E 85.75 feet; thence N83°35'10"E 42.00 feet; thence N86°54'19"E 44.75 feet; thence N86°55'25"E 258.72 feet; thence S52°05'53"E 74.37 feet; thence 169.68 feet along the arc of a 265.00 foot radius circular curve to the left, having a chord which bears S02°09'46"W 166.80 feet; thence S70°03'29"W 89.08 feet; thence N56°25'49"W 57.38 feet; thence N87°16'32"W 69.05 feet; thence S48°32'39"W 82.29 feet; thence S04°44'04"W 106.12 feet; thence S74°33'39"E 75.34 feet; thence N71°31'40"E 64.80 feet; thence N34°51'14"E 75.99 feet; thence N83°15'53"E 40.42 feet; thence N62°18'54"E 82.78 feet; thence S27°36'04"E 241.06 feet; thence 60.47 feet along the arc of a 535.00 foot radius circular curve to the left, having a chord which bears S30°50'21"E 60.44 feet; thence S34°04'38"E 218.37 feet; thence 144.71 feet along the arc of a 515.00 foot radius circular curve to the right, having a chord which bears S26°01'40"E 144.23 feet; thence S72°01'18"W 15.00 feet; thence 134.22 feet along the arc of a 500.00 foot radius circular curve to the right, having a chord which bears S10°17'18"E 133.82 feet; thence S02°35'53"E 231.36 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 20.11 acres of land, more or less, being subject to easements and restrictions of record, if any.

Together with and subject to the Consent Judgment between Sandstone Associates Limited Partnership and the City of Novi, in the 6th Circuit Court for the County of Oakland, State of Michigan, Case No. 95-501532CK, entered on July 24, 2002, the First Amendment to Consent Judgment dated May 10, 2004, the Second Amendment to Consent Judgment dated May 20, 2004, the Third Amendment to Consent Judgment dated December 20, 2004, and all subsequent amendments thereto, all of which are on file with the City and Developer; the Agreement for Entry of Consent Judgment and its Exhibits, including but not limited to Exhibit "O" "Regulations", dated June 25, 2002, and all subsequent amendments thereto, entered into between the City and Sandstone Limited Partnership, and on file with the City and the Developer. (the foregoing Consent Judgment, First Amendment to Consent Judgment, Second Amendment to Consent Judgment, Third Amendment to Consent Judgment and Agreement for

22-10-300-030 SWK

Entry of Consent Judgment and amendments thereto being referred to together in this Master Deed as the "Consent Judgment"); Easement for Lift Station, recorded in Liber 26765, Page 132, Oakland County Records; and further subject to all other easements and restrictions of record and all governmental limitations. Reference is hereby made to all of the above identified documents for the full and further terms, conditions, requirements, obligations, covenants and regulations.

Parcel No. 22-10-300-030

ARTICLE III DEFINITIONS

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

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

Section 3.2 "**Association**" means the Liberty Park Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take 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.

Section 3.3 "**Bylaws**" means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(B) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.4 "**City**" means the City of Novi, a Michigan Municipal Corporation, located in Oakland County, Michigan, and its successors, assigns and transferees.

Section 3.5 "**Common Elements**", where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.6 "**Condominium Documents**" means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, as any or all of the foregoing may be amended from time to time.

Section 3.7 "**Condominium Premises**" means the land described in Article II above, including any additional land added to the Condominium pursuant to Article VI below, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Liberty Park.

Section 3.8 "Condominium Project, Condominium or Project" are used synonymously to refer to Liberty Park.

Section 3.9 "Condominium Subdivision Plan" means Exhibit B to this Master Deed.

Section 3.10 "Consolidating Master Deed" means the final amended Master Deed which shall describe Liberty Park as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.11 "Construction and Sales Period" means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.12 "Co-owner" means an individual, firm, corporation, partnership, limited liability company, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner."

Section 3.13 "Developer" means Pulte Land Company, LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.14 "Entranceways" shall mean the entranceways within the Project, as shown on Exhibit B.

Section 3.15 "Entranceway, Landscaping and Perimeter Improvements" shall mean the Entranceways and any Entranceway monuments, signs, boulevard medians, landscaping, irrigation systems and related improvements located at or within the Entranceways, and any perimeter landscaping, irrigation systems, sidewalks, fencing and related improvements located at or within the Open Space Areas.

Section 3.16 "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be addressed at such meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.17 "Open Space Areas" shall mean all open space areas which are located within the Project, which are identified on Exhibit B to this Master Deed.

Section 3.18 "Sidewalks" shall mean all sidewalks, installed parallel to the Roads, within the Units or within the right of way of the Roads.

Section 3.19 "Storm Water Drainage Facilities" means the surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

Section 3.20 "Street Trees" mean those trees installed by Developer during the Construction and Sales Period and located within the road right of way.

Section 3.21 "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.22 "Unit or Condominium Unit" each mean a single building site unit in Liberty Park as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

Wherever any reference is made to one gender, the reference shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made to the singular, a reference shall also be included to the plural where that reference would be appropriate, and vice versa.

ARTICLE IV COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

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

(a) Land. The land, if any, designated in Exhibit B as General Common Elements.

(b) Electrical. The electrical transmission mains and wiring throughout the Project up to the point of lateral connection for Unit service which is located at the boundary of the Unit, together with common lighting, if any, for the Project.

(c) Telephone. The telephone system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(d) **Telecommunications.** The telecommunications system throughout the Project, if and when it may be installed, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(e) **Gas.** The gas distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(f) **Water.** The water distribution system throughout the Project up to the point of lateral connection for Unit service, which is located at the boundary of the Unit, and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.

(g) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including all lift stations, up to the point of lateral connection for Unit service, which is located at the boundary of the Unit.

(h) **Storm Water Drainage Facilities.** The surface water drainage system, storm drain lines and detention/sedimentation basins within the Project, which are identified on Exhibit B to this Master Deed.

(i) **Roads.** All roadways, streets, sidewalks and medians within the Project, except drives and parking areas located within the boundaries of the Units unless and until such roadways, streets, sidewalks and medians are dedicated to and accepted by the City for public use and maintenance.

(j) **Landscaping.** All landscaping, berms, trees, plantings, entranceway monuments, street signs, foot bridges, benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(k) **Perimeter Fencing.** Walls, fencing or similar structures, if any, constructed or installed within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties.

(l) **Easements.** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(m) **Entranceways.** The Entranceways as defined in Section 3.14. The Developer, during the Construction and Sales Period, and the Association, after the Construction and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Entranceways.

(n) **Entranceway, Landscaping and Perimeter Improvements.** The Entranceway, Landscaping and Perimeter Improvements as defined in Section 3.15. The Developer, during the Construction and Sales Period, and the Association, after the Construction and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Entranceway, Landscaping and Perimeter Improvements.

(o) **Open Space Areas.** The Open Space Areas as defined in Section 3.17. The Developer, during the Construction and Sales Period, and the Association, after the Construction and Sales Period, shall have the right to establish reasonable rules and regulations with respect to the use and maintenance of the Open Space Areas.

(p) **Boulevard Islands.** With the consent and approval of any governmental agencies having jurisdiction over the streets and rights-of-ways within or adjacent to the Project, the Association shall be responsible for the maintenance, repair and replacement of any Entrance Way, Landscaping and Perimeter Improvements installed by Developer within the boulevard and/or cul de sac islands located within the roads within and/or adjacent to the Project, in accordance with the ordinances, rules and regulations of such governmental agencies having jurisdiction over the streets and rights-of-ways within the Project and subject to this Master Deed and any other maintenance and/or easement agreements entered into by Developer and any governmental entity having jurisdiction.

(q) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project.

Some or all of the utility lines, including electricity, telephone and telecommunications, gas, water, sanitary sewer and storm sewer systems, and storm water detention areas and drainage facilities and equipment described below may be owned by the local public authority, or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment shall be General Common Elements only to the extent of the Co-Owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any. Certain utilities as shown on Exhibit B may be conveyed or dedicated to the City of Novi or the Oakland County Drain Commission, and except to the extent of such conveyance or dedication, such utilities shall be General Common Elements.

Section 4.2 Limited Common Elements. Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of one or more but not all Co-owners. The Project as currently constituted does not contain any Limited Common Elements. However, Developer and/or the Association may amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B to create Limited Common Elements within those portions of the Condominium Premises designated as General Common Elements in the Condominium Subdivision Plan.

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

(a) **Co-owner Responsibility for Units.** Developer anticipates that a separate residential dwelling (including attached garage and porches) will be constructed within each of the Units depicted on Exhibit B, together with various improvements and structures which are appurtenant to such dwelling. Except as otherwise expressly provided in this Master Deed or the Bylaws, the responsibility for and the cost of installing, maintaining, decorating, repairing and replacing any dwelling and other improvements, structures or landscaping located within a Unit shall be borne

by the Co-owner of such Unit. All improvements constructed or installed within a Unit shall be subject to the Architectural Controls described in the Bylaws. In connection with any amendment made by Developer pursuant to Article VI or Article VII of this Master Deed, Developer may designate Limited Common Elements that are to be installed, maintained, decorated, repaired and replaced at Co-owner expense or, in proper cases, at Association expense.

(b) Association Responsibility for Units. Pursuant to Section 18.3 of the Bylaws, the Association, acting through its Board of Directors, may (but has no obligation to) undertake any maintenance, repair or replacement obligation of the Co-owner of a Unit under this Master Deed and Bylaws, to the extent that the Co-owner has not performed such obligation, and the cost thereof shall be assessed against such Co-owner. The Association shall not be responsible for any damage to a Unit or the dwelling or appurtenances contained therein that occurs as a result of the Association performing the unperformed obligations of the Co-owner of the Unit.

(c) General Common Elements. Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements shall be borne by the Association. In addition, the Developer, prior to the Transitional Control Date, and the Association thereafter, shall have the authority and responsibility, at its expense, to operate, maintain, repair, manage, and improve the General Common Elements in the Condominium. The Developer and/or Association shall have the responsibility to preserve and maintain all storm water detention and retention facilities and all private roadways and walkways, which are located within the Condominium, to ensure that the same continue to function as intended. The Developer and/or Association shall also have the responsibility to preserve and maintain all Open Space Areas located within the General Common Element areas. The Developer and/or Association shall establish a regular and systematic program of maintenance for the Common Element Areas to ensure that the physical condition and intended function of such areas and facilities shall be perpetually preserved and/or maintained.

In the event that the Developer and/or Association shall at any time fail to carry out the responsibilities specified in the paragraph immediately above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon the Developer and/or Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Developer and/or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or

preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Developer and/or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential lots on the property. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Developer or Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each lot, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Developer or Association, and, in such event, the Developer and/or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

(d) **Common Lighting.** Developer and/or the Association may, but is/are not required to, install luminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. If the fixtures operate on photo electric cells, the timers for such cells shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(e) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of water, electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

(f) **Roads.** The roads as shown on the Condominium Subdivision Plan are intended to be dedicated to the public and considered for acceptance by the City for public use and maintenance in accordance with applicable laws and ordinances. Until such time as the roads are dedicated to the public, if at all, the roads shall be maintained (including, without limitation, snow removal), replaced, repaired, and resurfaced as necessary by the Association. Prior to the dedication of the roads, it is the Association's responsibility to inspect and to perform preventative maintenance of the Condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association may establish a reserve fund and/or other form of assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association's obligations with respect to the

Condominium roadways. Following dedication of the roads and acceptance by the City, the roads shall be maintained (including, without limitation, snow removal), replaced repaired and resurfaced as necessary by the City.

(g) **Lawn and Landscaping Maintenance within Units.** The cost of maintaining, repairing or replacing individual lawns and all landscaping within a Unit shall be borne by the Co-owner of the Unit. In connection with any amendment made by Developer pursuant to Article VI or Article VIII of this Master Deed, Developer may designate Limited Common Elements that are to be maintained, repaired and replaced at Co-owner expense or, in proper cases, at Association expense. Street Trees are to be maintained by the Co-owner of the Unit within which such Street Tree is located, at such Co-owner's cost. The Association shall be responsible for replacing any Street Trees, and shall specially assess the Co-owner for the cost of replacing any Street Trees within such Co-owner's Unit, in accordance with Article II of the Bylaws.

(h) **Storm Water Drainage Facilities.** The Association shall be responsible for maintaining, repairing and replacing the Storm Water Drainage Facilities. It shall be the applicable Unit Owner's responsibility to maintain the finish grade of such Owner's Unit in the condition established by the builder of the dwelling on such Unit.

Section 4.4 Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to alter any General Common Elements or Limited Common Elements, or construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements, without the prior written approval of Developer during the Construction and Sales Period and the Association thereafter.

Section 4.5 Residential Use. The use of the Units is limited to residential use in accordance with this Master Deed and exhibits, the ordinances of the City and the requirements of other applicable governmental authorities.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 Description of Units. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of the area contained within the Unit boundaries as shown on Exhibit B and delineated with heavy outlines.

Section 5.2 Percentage of Value. The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-Owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association

ARTICLE VI
EXPANSION OF CONDOMINIUM

Section 6.1 Area of Future Development. The Condominium Project established pursuant to this Master Deed consists of one hundred thirteen (113) Units, and is intended to be part of an Expandable Condominium under the Act, which will contain a maximum of three hundred four (304) Units. Additional Units, if any, will be constructed upon all or portions of the following described real property:

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 1224.33 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N03°04'35"W 20.00 feet; thence S86°55'25"W 434.87 feet along the Northerly right-of-way line of said Twelve Mile Road; thence N06°13'29"W 17.53 feet; thence N33°31'03"W 110.50 feet; thence N24°15'28"E 108.66 feet; thence N16°28'32"W 82.90 feet; thence N79°59'59"W 44.69 feet; thence S41°27'44"W 35.36 feet; thence N83°45'26"W 138.83 feet; thence S30°17'49"W 15.10 feet for a **PLACE OF BEGINNING**; thence continuing S30°17'49"W 54.04 feet; thence S69°19'39"W 63.21 feet; thence S01°54'55"W 191.22 feet; thence S86°55'25"W 518.62 feet along Northerly right-of-way line of said Twelve Mile Road; thence N02°55'25"W 1132.99 feet; thence N59°37'00"E 46.54 feet; thence N31°06'11"E 80.61 feet; thence N72°00'11"E 111.49 feet; thence N50°08'01"E 227.22 feet; thence N23°47'49"E 128.06 feet; thence N02°14'48"W 246.46 feet; thence N35°14'12"E 12.43 feet; thence N86°55'25"E 1053.89 feet; thence S15°29'45"W 22.78 feet; thence S01°20'25"W 235.54 feet; thence S49°28'54"E 100.15 feet; thence S85°34'55"E 106.00 feet; thence 45.46 feet along the arc of a 515.00 foot radius non-tangential circular curve to the right, having a chord which bears S76°26'42"W 45.44 feet; thence S78°58'25"W 190.94 feet; thence 126.34 feet along the arc of a 385.00 foot radius circular curve to the left, having a chord which bears S69°34'22"W 125.77 feet; thence S60°10'19"W 70.33 feet; thence 242.84 feet along the arc of a 395.00 foot radius circular curve to the left, having a chord which bears S42°33'37"W 239.03 feet; thence 20.55 feet along the arc of 265.00 foot radius compound circular curve to the left, having a chord which bears S22°43'39"W 20.54 feet; thence N52°05'53"W 74.37 feet; thence S86°55'25"W 258.72 feet; thence S86°54'19"W 44.75 feet; thence S83°35'10"W 42.00 feet; thence S74°51'38"W 85.75 feet; thence S63°16'09"W 83.89 feet; thence S51°48'19"W 83.89 feet; thence S40°20'29"W 83.89 feet; thence S28°52'39"W 83.89 feet; thence S17°24'48"W 83.89 feet; thence S05°56'58"W 83.89 feet; thence S02°05'23"E 43.36 feet; thence S02°55'25"E 361.00 feet; thence N87°04'35"E 110.00 feet; thence S53°01'46"E 20.84 feet; thence N87°04'35"E 28.00 feet; thence N57°43'07"E 18.36 feet; thence S02°55'25"E 116.00 feet; thence N87°04'35"E 174.55 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 24.32 acres of land, more or less, being subject to easements and restrictions of record, if any.

Part of Parcel No. 22-10-300-029

AND

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County,

Michigan; thence $N02^{\circ}52'51''W$ 100.00 feet along the North-South 1/4 line of said Section 10; thence $S86^{\circ}55'25''W$ 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence $N02^{\circ}52'51''W$ 1202.49 feet along the Westerly right-of-way line of Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence $S87^{\circ}10'53''W$ 157.85 feet; thence $N07^{\circ}04'10''W$ 141.73 feet; thence $N64^{\circ}00'20''W$ 84.92 feet; thence $S79^{\circ}56'28''W$ 93.47 feet; thence $S27^{\circ}12'51''W$ 129.32 feet; thence $S78^{\circ}17'28''W$ 122.77 feet; thence $N53^{\circ}53'22''W$ 120.46 feet; thence $N68^{\circ}40'30''W$ 60.03 feet; thence $N17^{\circ}41'08''E$ 60.52 feet; thence $N47^{\circ}32'09''W$ 74.35 feet; thence $N21^{\circ}20'11''W$ 31.63 feet; thence $N68^{\circ}39'49''E$ 21.70 feet; thence $N23^{\circ}28'15''E$ 53.99 feet; thence $N12^{\circ}08'44''W$ 47.61 feet; thence $N78^{\circ}41'53''W$ 51.08 feet; thence $N30^{\circ}56'01''W$ 119.85 feet; thence $N30^{\circ}58'56''E$ 26.27 feet; thence $S84^{\circ}25'55''E$ 103.16 feet; thence $N61^{\circ}37'39''E$ 89.94 feet; thence $N14^{\circ}40'01''E$ 33.63 feet; thence $N28^{\circ}32'28''W$ 141.49 feet; thence $N14^{\circ}02'46''E$ 127.95 feet; thence $N19^{\circ}38'58''W$ 78.69 feet; thence $N32^{\circ}33'24''W$ 89.09 feet; thence $N03^{\circ}26'13''E$ 54.31 feet; thence $N87^{\circ}26'21''E$ 656.72 feet; thence $S02^{\circ}52'51''E$ 1031.07 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 14.21 acres of land, more or less. EXCEPTING THEREFROM the following described portion of Proposed Liberty Park Road Right-of-Way: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence $N02^{\circ}52'51''W$ 100.00 feet along the North-South 1/4 line of said Section 10; thence $S86^{\circ}55'25''W$ 43.00 feet along the Northerly right-of-way line of said Twelve Mile Road (Variable Width); thence $N02^{\circ}52'51''W$ 1715.44 feet along the Westerly right-of-way line of said Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence along the Southerly right-of-way line of Proposed Liberty Park Road (Variable Width) the following six courses: $S86^{\circ}22'39''W$ 79.15 feet, 239.70 feet along the arc of a 670.00 foot radius circular curve to the left, having a chord which bears $S76^{\circ}07'32''W$ 238.42 feet, $N24^{\circ}07'26''W$ 15.00 feet, 220.66 feet along the arc of a 685.00 foot radius non-tangential circular curve to the left, having a chord which bears $S56^{\circ}38'53''W$ 219.71 feet, $S47^{\circ}25'10''W$ 87.93 feet, and 136.28 feet along the arc of a 585.00 foot radius circular curve to the right, having a chord which bears $S54^{\circ}05'35''W$ 135.97 feet; thence $N47^{\circ}32'09''W$ 15.93 feet; thence $N21^{\circ}20'11''W$ 31.63 feet; thence $N68^{\circ}39'49''E$ 21.70 feet; thence $N23^{\circ}28'15''E$ 49.59 feet; thence along the Northerly right-of-way line of said Liberty Park Road the following six courses: 59.55 feet along the arc of a 515.00 foot radius non-tangential circular curve to the left, having a chord which bears $N50^{\circ}43'55''E$ 59.51 feet, $N47^{\circ}25'10''E$ 87.93 feet, 243.21 feet along the arc of a 755.00 foot radius circular curve to the right, having a chord which bears $N56^{\circ}38'53''E$ 242.16 feet, $N24^{\circ}07'25''W$ 15.00 feet, 275.48 feet along the arc of a 770.00 foot radius non-tangential circular curve to the right, having a chord which bears $N76^{\circ}07'32''E$ 274.01 feet, and $N86^{\circ}22'39''E$ 80.45 feet; thence $S02^{\circ}52'51''E$ 100.01 feet along said Westerly right-of-way line of said Dixon Road to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 1.47 acres of land, more or less. Having a net total acreage of 12.74 acres of land, more or less, being subject to easements and restrictions of record, if any.

Part of Parcel Nos. 22-10-300-021, 22-10-300-026

Section 6.2 Increase in Number of Units. Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium Project of any portion of the Area of Future Development. The location, size, and configuration of all such additional Units that may be located in the Area of Future Development shall be determined by the Developer in its sole discretion.

Section 6.3 Expansion Not Mandatory. Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed. There are no restrictions on the Developer's ability to expand the Project. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order.

Section 6.4 Amendment of Master Deed and Modification of Percentages of Value. The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of 100% for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

Section 6.5 Redefinition of Common Elements. Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 6.6 Consolidating Master Deed. If the Project is expanded, a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 Consent of Interested Persons. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any portion of this Master Deed and exhibits.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 7.1 Right to Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of one hundred thirteen (113) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment and approved by the City, but in no event shall the number of Units be less than two (2).

Section 7.2 Withdrawal of Land. In addition to the provisions of Section 7.1, Developer unconditionally reserves the right to withdraw from the Project any portion or portions of the land described in Article II provided such land is not reasonably necessary to provide access to or otherwise serve the Units and their appurtenant Limited Common Elements, if any, included in the Project, as contracted. Developer reserves the right to use the portion of the land withdrawn, in its discretion. Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land previously withdrawn.

Section 7.3 Creation of Easements. In the event of any contraction under this Section 5.2, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of all roads in the Project for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging all utility improvements located within the Condominium Premises, including, but not limited to, storm sewer, water main, sanitary sewer, gas, telephone, electrical and telecommunication lines. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 7.4 Amendment of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of value set forth in Section 4.4, in order to reflect the total value of 100% for the Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentages of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 7.5 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 7.4 shall also contain such further definitions and redefinitions of

General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 7.6 *Consent of Interested Parties.* All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Section 5.2 and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Notwithstanding the foregoing, Developer's right with respect to any contraction, withdrawal, and redefinition of land within the Condominium as set forth in this Article VII is subject to the terms and conditions of the Consent Judgment and shall only be undertaken in accordance with all applicable laws and ordinances.

ARTICLE VIII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VIII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 8.1 *Modification of Units.* Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of any governmental authority having jurisdiction over the Project, and further subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set

forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Article X of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Notwithstanding anything to the contrary set forth in this Section 8.1, any modifications by Developer in accordance with the terms of this Section 8.1 is subject to the terms of the Consent Judgment and shall only be undertaken in accordance with all applicable laws and ordinances.

Section 8.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits. Notwithstanding anything to the contrary set forth in this Section 8.2, Developer's right with respect to any consolidation and other modification of Units and Limited Common Elements is subject to the terms of the Consent Judgment and shall only be undertaken in accordance with all applicable laws and ordinances.

Section 8.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

Section 8.4 Right to Construct Amenities. Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, foot bridges, jogging or walking paths, nature trails, detention pond areas,

landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

**ARTICLE IX
EASEMENTS**

Section 9.1 Easement for Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Association, and the City perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.2 Easements Retained by Developer.

(a) **Utility Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, water, sewer, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of said expenses, (to the extent said expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion. In addition to, and not in limitation of, the foregoing, all roads within the Project shall be subject to an easement for the installation, maintenance, repair and replacement of public utilities, to the extent any such utilities are dedicated to any governmental authority.

(b) **Additional Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and

assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, Sidewalks, bicycle paths, nature trails, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. In addition to, and not in limitation of, the foregoing, Developer reserves the right to enter into a reciprocal easement agreement with the co-owners of that multi-family condominium project to be established adjacent to the Project in connection with the use, maintenance and cost sharing of the Entranceway, Landscaping and Perimeter Improvements located within the Project, the adjacent multi-family project and the Boulevard Islands adjacent to the Project and the multi-family project.

Section 9.3 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefitted or burdened thereby.

Section 9.4 Easements for Maintenance, Repair and Replacement. Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 9.5 Telecommunications Agreements. The Developer, during the Construction and Sales Period, and the Association, acting through its duly constituted Board

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

Section 9.6 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.7 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 9.8 School Bus and Emergency Vehicle Access Easement. Developer reserves for the benefit of the City, any private or public school system, and any emergency service agency, an easement over all roads in the Condominium for use by the City, private or public school busses, and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, school bus services, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public. Following the dedication of the roads to the public, and the acceptance of such roads by the Road Commission for Oakland County, the easement established in accordance with this Section 9.8 shall automatically terminate.

ARTICLE X

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 10.1 Co-owner Consent. Except as otherwise specifically provided in this

Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant.

Section 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 10.3 Change in Value of Vote, and Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article VI, Article VII or Article VIII of this Master Deed.

Section 10.4 Mortgagee Approval. Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) Termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 10.5 Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-Owners.

Section 10.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

Section 10.7 City Approval. Notwithstanding anything in this Master Deed or Bylaws, there shall be no amendment to or termination of Article II, Article IV, Section 4.3 or Article IX, Section 9.8 of the Master Deed, or any other provision which affects or limits the rights of the City of Novi as provided within the Master Deed, Exhibit B or Bylaws, without first obtaining City review and approval of any such amendment.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices, model dwellings within Units, parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development and sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XII
ASSIGNMENT

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

Pulte Land Company, LLC,
a Michigan limited liability company

Dated: December 23, 2004

By: *J.G. DePorre*
John G. DePorre
Its: *V.P. OF LAND DEVELOPMENT & ENTITLEMENT*

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of December, 2004, by John G. DePorre, the *V.P. Land Dev. & Entitlement* of Pulte Land Company, LLC, a Michigan limited liability company.

Mary Jennie Takwin
MARY JENNIE TAKWIN
MACOMB CITY, MI
Notary Public, Oakland County, MI
My Commission Expires: *4-1-2008*
Acting in Oakland County, Michigan

MARY JENNIE TAKWIN
NOTARY PUBLIC MACOMB CO. MI
MY COMMISSION EXPIRES Apr 1, 2008
ACTING IN OAKLAND COUNTY, MI

DRAFTED BY AND WHEN RECORDED RETURN TO:
Jeffrey C. Urban, Esq.
Seyburn, Kahn, Ginn, Bess & Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
(248) 353-7620

EXHIBIT "A"CONDOMINIUM BYLAWSLIBERTY PARK

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1.1 Formation; Membership. Liberty Park, a residential Condominium Project located in the City of Novi, Oakland County, Michigan, shall be administered by the Liberty Park Condominium Association, a Michigan non-profit corporation, (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 Definitions. Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed, or the Act unless the context dictates otherwise.

Section 1.3 Conflicts of Terms and Provisions. In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II

ASSESSMENTS

Section 2.1 Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

Section 2.2 Assessments for Common Elements; Personal Property Taxes Assessed Against the Association. All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.3 Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements not to exceed Fifteen Thousand and 00/100 (\$15,000.00) Dollars, in the aggregate, annually, or (3) that an emergency exists, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it deems necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements in excess of Fifteen Thousand and 00/100 (\$15,000.00) Dollars, in the aggregate, annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) **Remedial Assessments.** If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly, annual or semi-annual payments as determined by the Association's Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five (\$25.00) Dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment, together with the applicable late charges, are paid in full. In addition, assessments in default for ten (10) or more days shall accrue interest at a rate to be determined by the Association, not exceeding the highest rate permitted by law, commencing from the date any such assessments were due until such assessment, including applicable late charges, are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

Section 2.5 Waiver of Use or Abandonment of Units. No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 Liens for Unpaid Assessments. The sums assessed by the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure of the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project, including without limitation, any Recreational Facilities, and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or the dwelling or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) **Notices of Action.** Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory or other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 2.8 Liability of Mortgagees. Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit and except for delinquent assessments for which a notice of lien was recorded prior to the recordation of such first mortgage).

Section 2.9 Developer's Responsibility for Assessments. Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer which contain a completed and occupied residential dwelling. A residential dwelling is complete when it has received a certificate of occupancy from the City and a residential dwelling is occupied if it is occupied as a residence. Model and "spec" homes shall not constitute completed and occupied dwellings. In addition, in the event Developer is selling a Unit with a completed residential dwelling thereon by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 2.11 Personal Property Tax Assessment of Association Property. The Association shall be assessed as the 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 2.12 Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid

Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.7 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

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

Section 3.2 Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.3 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that it is in the best interests of the Association to file a lawsuit.

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

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

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

(e) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.7 of this Article III.

Section 3.4 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.5 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action.

Section 3.6 Co-Owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.7 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Article III shall only be paid by special assessment of the Co-owners ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by two-thirds (2/3rds) in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.8 Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.9 Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Section 3.10 Third Party Beneficiary. The foregoing provisions of this Article III shall also inure to the benefit of Developer and shall be enforceable by Developer at all times during and subsequent to the Construction and Sales Period.

ARTICLE IV INSURANCE

Section 4.1 Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and workmen's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary as it relates pertinent to the ownership, use and maintenance of the General Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of the Association.** All of the insurance referenced in this Section 4.1 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 mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements.** If applicable and appropriate, General Common Elements of the Condominium Project, other than roads, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be retained by the Association and applied for such repair or reconstruction.

Section 4.2 Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to

utilize said proceeds for required repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the foregoing purposes.

Section 4.3 Co-owner Responsibilities. Each Co-owner shall be responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the dwelling and all other improvements constructed or to be constructed within the perimeter of his Unit, any Limited Common Elements appurtenant thereto and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such improvements or personal property. In addition, each Co-owner shall be obligated to obtain insurance coverage for personal liability for occurrences within the perimeter of his Unit and any appurtenant Limited Common Elements, naming the Association and Developer as additional insureds, and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner under this Section 4.3. If a Co-owner fails to obtain such insurance or to provide evidence of such insurance to the Association, the Association may, but is not obligated to, obtain such insurance on behalf of the Co-owner and the premiums for such insurance shall constitute a lien against the Co-owner's Unit which may be collected in the same manner that assessments may be collected under Article II of these Bylaws.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to ensure that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 5.1 Co-owner Responsibility for Repair. Each Co-owner shall be responsible for all reconstruction, repair and maintenance of the dwelling and all other improvements, fixtures and personal property within his Unit, and all Limited Common Elements appurtenant to the Unit. If any damage to the dwelling or other improvements constructed within a Co-owner's Unit adversely affects the appearance of the Project, the Co-owner shall proceed to remove, repair or replace the damaged property without delay.

Section 5.2 Association Responsibility for Repair. The Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that which existed immediately prior to the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair or, if at any time during such reconstruction or repair or, upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount which, when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of

Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.2 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.3 Timely Reconstruction and Repair. If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

Section 5.4 Eminent Domain. Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) **Taking of a Unit or Related Improvements.** In the event all or a portion of a Unit or any improvements thereon, are taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) **Taking of Common Elements.** If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by the foregoing vote of the Co-owners. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the General Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for General Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) **Notification of Mortgagees.** In the event all or any portion of a Unit in the Condominium or all or any portion of the Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.5 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), then, upon request therefor by FHLMC, the Association shall give FHLMC written notice, at such address as FHLMC may from time to time direct, of any loss to or taking of the Common Elements that exceeds Ten Thousand (\$10,000) Dollars or loss or taking that exceeds One Thousand (\$1,000) Dollars that relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC.

Section 5.6 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

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

Section 6.1 Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes, as defined by the City of Novi Zoning Ordinance. No building shall be constructed or placed within a Unit except one single-family private dwelling or model home and an attached front or side entry garage containing not less than two (2) and not more than three (3) parking spaces for the sole use of the Co-owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location within a Unit without the prior written consent of Developer and/or the Architectural Review Committee (as described in Section 6.28 below).

Section 6.2 Dwelling, Quality and Size. In order to insure that all dwellings in the Condominium Project shall be of quality design, workmanship and materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association, and all dwellings shall be constructed in accordance with all applicable governmental building codes, zoning and other ordinances and/or regulations, including, but not limited to, those setback, maximum building height, and maximum lot coverage and other restrictions contained within Exhibit "O" to the Agreement for the Entry of Consent Judgment dated June 25, 2002 and Amendments thereto, and in accordance with such further standards as may be required by these Bylaws, the Architectural Review Committee, or Developer, its successors and/or assigns.

Section 6.3 Driveways. Driveways and other paved areas for vehicular or pedestrian use within a Unit shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a hard wearing surface approved by Developer. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

Section 6.4 Building Materials. Exterior building materials on dwellings and attached garages shall be constructed, principally, of brick, brick veneer, stone, vinyl and/or wood, or such other materials approved by the Developer, during the Construction and Sales Period, and thereafter by the Association.

Section 6.5 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity, including, without limitation, daycare facilities, that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, with the exception of model homes owned by, and the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the

neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except customary house pets for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No animal may be permitted to run loose at any time within the Condominium, and any animal shall at all times be leashed and accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the dwelling. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.6 Temporary Buildings, Damaged Dwellings and Reconstruction. No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided, however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved to or reconstructed on any Unit. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated by Developer or the Association as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Co-owner, or said Co-owner's agents, servants, employees or independent contractors, in connection with said Co-owner's Unit shall be restored by said Co-owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped. No storage sheds shall be erected on a Unit without the prior written approval of Developer during the Construction and Sales Period, and thereafter by the Association.

Section 6.7 Soil Removal; Soil Erosion. Soil removal from a Unit shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental units having jurisdiction over such activities.

Section 6.8 Underground Wiring. No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground within a Unit other than within buildings or structures.

Section 6.9 Tree Removal. No tree may be removed from any Unit during the Construction and Sales Period without Developer's prior written approval. Thereafter, trees shall only be removed in accordance with all applicable zoning and other ordinances and/or regulations promulgated by the City and any other governmental authority having jurisdiction.

Section 6.10 Performance of Construction. No building shall be erected on any Unit except by a contractor licensed by the State of Michigan for such purpose.

Section 6.11 Vehicular Parking and Storage. No trailer, mobile home, bus, boat trailer, boat or other watercraft, aircraft, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall, at any time, be parked or maintained on any Unit, unless stored fully enclosed within an attached garage or similar

structure; provided, however Developer's sales and construction trailers, trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business purposes shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

Section 6.12 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used, except that permitted trash containers may be placed curbside, or in such other appropriate location, on the day before the refuse or garbage is scheduled to be picked up, provided that such containers are stored as provided in this Section 6.12 promptly after the garbage has been removed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited. If the City, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the City for such services. If the City does not have a mandatory rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

Section 6.13 Fences and Obstructions. No fences, walls or similar structures shall be erected on any Unit, without Developer's and the Architectural Review Committee's prior written consent, which may be withheld at their sole discretion. Any wall, solid fence, evergreen hedge or other visual barrier shall be erected on any Unit as approved in writing by Developer and the Architectural Review Committee, and in compliance with all laws and governmental regulations and ordinances pertaining thereto. Such approval shall be granted for wrought iron type fences only enclosing swimming pools which are permitted under Section 6.17. Dog kennels, runs or other enclosed shelters are expressly prohibited. No cyclone or other type of chain link fencing shall be used in any Unit. A Co-owner shall not be permitted to install within the exterior yards of a Unit, any cables, wires, ropes or other device which is intended to physically constrict the movement of a dog, with the exception of a so-called "invisible" fence. The boundaries of any invisible fence shall be limited to the rear yard and the portion of the side yard of a Unit which is located between the rear boundary of a Unit and the front wall of the dwelling and a dog shall not be allowed unleashed in either the front yard of a Unit or the Common Elements.

Section 6.14 General Landscaping Requirements. Upon completion of a residential dwelling on any Unit, the Co-owner shall cause such Unit to be finish graded, sodded, and suitably landscaped and irrigated with an underground irrigation system, all in compliance with Section 6.15 below, as soon after such completion as weather permits, and in any event within ninety (90) days from the date of completion. Prior to commencing any landscaping on the Co-owner's Unit, the Co-owner shall submit to Developer and the Architectural Review Committee a proposed landscape plan, which plan shall be subject to Developer and the Architectural Review Committee's prior approval. When weeds or grass located on any Unit exceed six (6") inches in height, the Co-owner of said Unit shall mow or cut said weeds and grass over the entire Unit, except in wooded areas. If the Co-owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. The Co-owner shall, at its cost, immediately remove any shrub, tree or other plant that is diseased, dying or dead. If the Co-owner fails to remove such shrub(s), tree(s) or other plant(s), Developer or the Association may perform such work and the cost of such work shall become a lien upon the Unit(s) involved, until paid. All Units owned by Developer in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.14 and Section 6.15 below. Upon conveyance of any Unit by Developer to a Co-owner other than Developer, the exemption for said Unit shall thereupon cease and such Unit shall be subject to all of the restrictions contained in this Section 6.14.

Section 6.15 Minimum Landscaping Requirements. Each Co-owner shall submit to the Developer for its review and approval, landscaping plans for each Co-owner's Unit (the

"Landscaping Plans") which Landscaping Plans shall depict the proposed finished grading, drainage, planting, sodding, lighting and any other landscaping improvement for such Unit. Unless a written waiver is obtained from the Developer, the Landscaping Plans must include the following minimum requirements:

(a) All grass areas must be sodded and an underground irrigation system installed.

(b) The front yard of each Unit must have at least the following number and sizes of plantings (not including street trees provided by the Developer):

- (i) One (1) evergreen tree (minimum 8' to 10' in height);
- (ii) One (1) ornamental tree (minimum 3' to 4' in height);
- (iii) One (1) shade or flowering tree (minimum 2.5" in diameter);
- (iv) Nine (9) evergreen shrubs (minimum 24" to 30" in height);
- (v) Nine (9) deciduous shrubs (minimum 24" to 30" in height); and
- (vi) Nine (9) perennials (minimum of 1 gallon each).

(c) The rear yard of each Unit must have at least the following number and sizes of plantings:

- (i) Two (2) evergreen trees (minimum 8' to 10' in height);
- (ii) One (1) shade or flowering tree (minimum 2.5" in diameter); and
- (iii) Eleven (11) shrubs (minimum 24" to 30" in height).

(d) All planting beds must be covered with mulch, wood chips, groundcover or stone.

(e) Suggested plant materials include (i) with respect to evergreen trees: Colorado blue spruce, white spruce, concolor fir, white pine, black spruce, and hemlock; (ii) with respect to ornamental trees: lace leaf Japan maple, weeping purple beech, dwarf Alberta spruce, weeping spruce, chinese lilac tree, and walking stick; (iii) with respect to shade trees: maple - any varieties, oak - white, red, scarlet and english, linden, sweet gum, beech, and zelkova; (iv) with respect to flowering trees: royalty crabapple, serviceberry, bradford pear, redbud, witch hazel, and dogwood; (v) with respect to evergreen shrubs: yews - any varieties, winter gem boxwood, junipers, PJM rhododendron, Michigan holly, and globe arborvitae; (vi) with respect to deciduous shrubs: spiraea - all varieties, miss kim lilac, weigela, viburnum, red twig dogwood, and hydrangea, (vii) with respect to perennials: black eyed susan, daylily, iris, sedum, coreopsis, tall phlox, russian sage, lavender, and hosta; and (viii) with respect to groundcovers: myrtle, pachysandra, creeping phlox, purple ajuga, creeping euonymus, and blue rug juniper.

(f) Plant materials which are prohibited include ash trees, willow, roseum rhododendron (large green leaf), poplar, mugho pine, saucer magnolia, hybrid tea rose, and korean boxwood

Section 6.16 Motorized Vehicles; Firearms. No motorized bikes, off-road motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project. No firearms, air rifles, pellet guns, B-B guns, bows

and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

Section 6.17 Swimming Pools, and Other Structures. Prior to the Transitional Control Date, no swimming pools, tennis courts or similar recreational structures ("Recreational Structures") shall be constructed on any Unit. Following the Transitional Control Date, Recreational Structures may only be constructed on a Unit with the prior written approval of the Association or the Architectural Control Committee. NO ABOVE-GROUND SWIMMING POOLS SHALL BE ALLOWED ON ANY UNIT. Permitted Recreational Structures shall be constructed in accordance with all applicable local ordinances and state laws and shall be screened from all streets by wall, solid fence, evergreen hedge or other visual barrier approved in writing by the Association and/or the Architectural Review Committee.

All decks must be located in the rear yard of a Unit and cannot protrude into any side yards and must otherwise comply with all applicable rear yard setback requirements imposed by the City and these Bylaws. All air conditioning compressor units must also be located in the rear yard of a unit adjacent to the dwelling and must be screened from all streets by evergreen hedge or other visual barrier as approved in writing by the Developer, during the Construction and Sales Period, and thereafter by the Association.

Section 6.18 Swings, Slides, Playscapes And Other Playground Equipment. No swings, slides, playscapes or other similar playground equipment (collectively "Playground Equipment") shall be constructed on any Unit unless approved in advance, in writing by Developer, the Association or the Architectural Control Committee formed pursuant to Section 6.28 hereof. Any Playground Equipment which has been approved in writing by the Architectural Control Committee or the Association shall be constructed in accordance with the Master Deed and these By-Laws and with all applicable local ordinances and/or state laws. In any event, all approved Playground Equipment must be placed in a location on the Unit that is unobtrusive, and not readily visible from the street and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by Developer, the Association, or the Architectural Control Committee, if applicable.

Section 6.19 Basketball Hoops and Play Areas. Basketball hoops and play areas shall be permitted to be installed on individual Units subject to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least twenty (20) feet from the curb of the road adjacent to the Unit, for a residence with a front entry garage, or at least thirty (30) feet from the curb of the road adjacent to a Unit for a residence with a side entry garage.

(b) The ground mounted post for the basketball hoop shall be located at least five (5) feet from the side boundary line of the Unit.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

(d) Any lighting of basketball hoops and play areas shall be designed to shield light away from homes on other Units.

Section 6.20 Signs; Illumination; Mailboxes. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business,

during any construction period or during any periods that a residence may be used as a model or for display purposes.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Unit and the Projects and no lights shall be placed higher than fifteen (15') feet above the ground.

Developer may, but is not required to, install illuminating fixtures within the General Common Elements and to designate the fixtures as common lighting as provided in Section 4.1(b) of the Master Deed. The cost of providing electricity for common lighting located within Unit boundaries shall be paid by the Co-owners without reimbursement from the Association. Such fixtures shall be maintained, repaired and replaced (including the replacement of light bulbs) by the individual Co-owners without reimbursement from the Association. The size and nature of the light bulbs to be used in the fixtures shall be determined by the Association in its discretion. A Co-owner shall not modify or change such common lighting fixtures in any way and shall not cause the electrical flow for their operation to be interrupted at any time. The fixtures may operate on photoelectric cells, and shall remain lit at all times determined by the Association.

Each Unit shall have a mailbox assigned to it by Developer in order to maintain a uniform appearance within the Condominium Project. Developer shall cluster mailboxes in groups of no less than two (2) in one or more locations within the Project. All Mailboxes shall be installed on the same side of a street and otherwise in accordance with the standards and/or requirements of the United States Postal Service. The mailboxes shall be maintained, repaired and replaced by the Association.

Section 6.21 Objectionable Sights. No above or below ground fuel or other storage tanks shall be permitted. Stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Unit, except for materials and/or equipment which are used within a reasonable length of time. In no event shall landscape materials be stored for a period of more than thirty (30) days. Stockpiling and storage of firewood for use in a dwelling shall be permitted only in that area of a Unit to the rear of and adjacent to the dwelling, or in another location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a dwelling.

Section 6.22 Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish, receiving device, signal capture and distribution device or similar device shall be placed, constructed, altered or maintained on any Unit, unless the device is a so called "mini dish" (not to exceed one meter in diameter) located in a location that is fully screened from view on the side or rear roof or side or rear exterior of a dwelling and approved by the Developer. The provisions of this subsection shall not apply to those devices covered by 47 C.F.R. § 1.4000, promulgated pursuant to the Telecommunications Act of 1996, Pub. L. No. 104. 110, § 207 Stat. 56 (1996), as amended.

Section 6.23 Air Conditioning Units. No external air conditioning unit shall be placed in or attached to a window or wall of any dwelling located on any Unit. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located on any Unit so as to be visible from the public street on which the Unit fronts, and, to the extent reasonably possible, all such external equipment shall be so located on any Unit so as to minimize the negative impact thereof on any adjoining Unit, in the terms of noise and appearance.

Section 6.24 Statues, Sculptures, Objects of Art and Similar Objects. No statues, sculptures, objects of art or any other similar objects ("Objects of Art") shall be permitted in the front or along the side of any Unit. Objects of Art are permitted in the back of the Unit so long as they are placed in a location in the back of the Unit that is unobtrusive, and not

readily visible from the street or common areas and shall be adequately screened by landscaping, if necessary, or by other visual barriers as may be approved in writing by the Developer, the Association, or the Architectural Control Committee, if applicable.

Section 6.25 Maintenance. The Co-owner of each Unit shall keep all buildings and grounds within the Unit in good condition and repair. The Co-owner of each Unit shall be responsible for keeping all driveways within his Unit clean and free of debris and shall be solely responsible for snow removal with respect to such driveways. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration. Except as may otherwise be provided in the Master Deed or these Bylaws, or in any maintenance agreement made between Developer and any municipal or governmental authority, the Co-owner of each Unit shall maintain the service area of all easements within his Unit, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. The Co-owner of each Unit shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to the Storm Water Drainage Facilities, electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Co-owner, his agents, contractors, invitees and/or licensees. No structure, landscaping or other materials shall be placed or permitted to remain within any of the easements within a Co-owner's Unit which may damage or interfere with the installation or maintenance of the Storm Water Drainage Facilities and other utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Co-owner in the finished grade of any Unit once established by the builder of any residential dwelling thereon, without the prior written consent of Developer.

Section 6.26 Common Elements; Wetlands.

(a) The Common Element open space areas may be used by all Co-owners for open space and recreational purposes only. The Association shall preserve and retain the Common Element open space areas, with minimal intrusion, subject only to such activities which are permitted in these Bylaws. The Association shall have the right to establish additional rules and regulations with respect to the preservation, upkeep and activities allowed within the Common Element open space areas as the Association's Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Common Element open space areas.

(b) No wetlands, if any, within the Project shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by Michigan Department of Environmental Quality and all other governmental units or agencies having jurisdiction over any wetlands within the Project, and unless such modification is approved by Developer during the Construction and Sales Period and by the Association thereafter.

(c) In order to protect all wetlands and upland vegetation located within the Common Element open space areas, no Co-owner shall utilize within such Co-owner's Unit, fertilizer products containing phosphates. In addition, the use of

herbicides and insecticides within the Common Element open space areas shall be limited.

Section 6.27 Structures in Limited Common Elements and Easements. No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.28 Architectural Controls. It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until construction plans and specifications are submitted to, and approved in writing by, Developer, (i) no dwelling, building, fence, wall or other structure shall be commenced, erected or maintained, and (ii) no addition, change or alteration to any dwelling or other structure shall be made, except for interior alterations.

All plans, specifications and other related materials shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval, prior to submission to City officials for a building permit. Developer shall have the sole authority to review, approve or disapprove all or any part of the plans or specifications. Developer shall have the right to refuse to approve all or any part of any plans or specifications or grading plans, which are not suitable or desirable, in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration the compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons for such decision, shall be furnished by Developer to the applicant within thirty (30) days from the date Developer receives a complete set of architecturally sealed plans, specifications and other materials from the applicant. If Developer fails to give written notice of its approval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Section 6.28 within thirty (30) days from the date they are submitted, Developer shall be deemed to have rejected the plans and specifications. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials. Such amount shall be due for each submittal even if the original submittal was returned for revision or rejected entirely by Developer.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association, or an architectural review committee established by Developer and containing such persons as Developer desires in its sole discretion (the "Architectural Review Committee"), shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the Co-owners of any Unit(s) (without the consent of Co-owners of other Units or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Article VI, provided that said Co-owner demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said Co-owner. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Unit or Co-owner. During the Construction and Sales Period, only Developer, and/or the Architectural Review Committee, shall have the right to exercise the architectural controls described in this Section 6.28. At the expiration of the Construction and Sales Period, the rights exercisable by Developer and/or the Architectural Review Committee under this Section 6.28 shall be exercised by the Board of Directors of the Association.

Section 6.29 Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease the dwelling constructed within the perimeters of his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than the entire dwelling on his Unit in the Condominium and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

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

- (i) A Co-owner, including Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.
- (ii) Tenants and other non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.
- (iii) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:
- (iv) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.
- (v) The Co-owner shall have fifteen (15) days from his receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.
- (vi) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by Co-owner shall explicitly contain the foregoing provisions.

Section 6.30 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than fifty (50%) percent of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

Section 6.31 Reserved Rights of Developer.

(a) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.31 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 7.1 Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 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 7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

Section 8.1 Vote. Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 Eligibility to Vote. No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual representative. Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

Section 8.3 Designation of Voting Representative. Each Co-owner shall file with the Association a written notice 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 the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 Quorum. Except as required by law or otherwise provided in the Condominium Documents, the presence in person or by proxy of Co-owners representing thirty-five (35%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

Section 8.6 Majority. When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX MEETINGS

Section 9.1 Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 First Annual Meeting. The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) 54 months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. There shall be no quorum requirement for the First Annual Meeting. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 Annual Meetings. Annual meetings of Association Members shall be held not later than May 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4 Special Meeting. The President of the Association shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). 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 9.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the

Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 Adjournment. If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two thirds (2/3) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 Action Without Meeting. Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established in any manner Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI

BOARD OF DIRECTORS

Section 11.1 Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) Directors. At such time as the Co-owners are entitled to elect the majority of the Board of Directors, all Directors must be Co-owners, or officers, partners, trustees or employees of Co-owners that are entities.

Section 11.2 Election of Directors.

(a) **First Board of Directors.** Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors,

Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) Appointment of Non-developer Co-owner to Board prior to First Annual Meeting. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. There shall be no quorum requirement for the meeting at which such election is held. The remaining members of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

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

(i) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the Directors to the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred. There shall be no quorum requirement for such meeting.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or Section 11.2(c)(i) above. There shall be no quorum requirement for the meeting at which such election is held. Application of this subsection does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under Section 11.2(c)(ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under Section 11.2(b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right

to elect. After application of this formula, Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of Developer to designate one director as provided in Section 11.2(c)(i) above.

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

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 Specific Powers and Duties. In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

(a) To manage and administer the affairs of and maintain the Condominium Project and the Common Elements.

(b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.

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

(d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 6.30 of these Bylaws.

(i) To establish such committees as the Board of Directors deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such

committees any functions or responsibilities which are not by law or the Condominium Documents required to be exclusively performed by the Board.

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

Section 11.5 *Management Agent.* The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 11.3 and Section 11.4, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 *Vacancies.* Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at a subsequent annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.7 *Removal.* At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 *First Meeting.* The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 *Regular Meetings.* Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. 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 11.10 *Special Meetings.* Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, 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 on the written request of two (2) or more Directors.

Section 11.11 *Quorum and Required Vote of Board of Directors.* At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality

is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII OFFICERS

Section 12.1 Selection of Officers. The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee or partner of a Co-owner that is an entity.

Section 12.2 Term, Removal and Vacancies. Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 President. The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 Vice President. The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 12.6 Treasurer. The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 Bank Accounts. The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant

to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any 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 (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 Actions in the Right of the Association. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any 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 is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 Insurance. The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Section 15.1 and Section 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Section 15.1 and Section 15.2.

Section 15.4 Expenses of Successful Defense. To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Section 15.1 and Section 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 Determination that Indemnification is Proper. Any indemnification under Section 15.1 and Section 15.2 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 person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or Section 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of

his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

(d) If the Association determines that full indemnification is not proper under Section 15.1 or Section 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 Expense Advance. Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and Section 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 Former Representatives, Officers, Employees or Agents. The indemnification provided in this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 Changes in Michigan Law. In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI

AMENDMENTS

Section 16.1 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-third (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 Effective Date of Amendment. Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Oakland County Register of Deeds.

Section 16.6 Binding Effect. A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 18.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 18.2 Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding, including its actual attorneys' fees (not limited to statutory fees), but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 18.3 Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation,

any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five and 00/100 (\$25.00) Dollars for the second violation, Fifty and 00/100 (\$50.00) Dollars for the third violation or One Hundred and 00/100 (\$100.00) Dollars for any subsequent violation.

Section 18.5 Non-waiver of Rights. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 18.6 Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

Section 18.7 Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Construction and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentences dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance

with the terms of the instruments, documents or agreements that created or reserved such property rights.

**ARTICLE XX
SEVERABILITY**

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

**ARTICLE XXI
ARBITRATION**

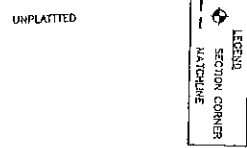
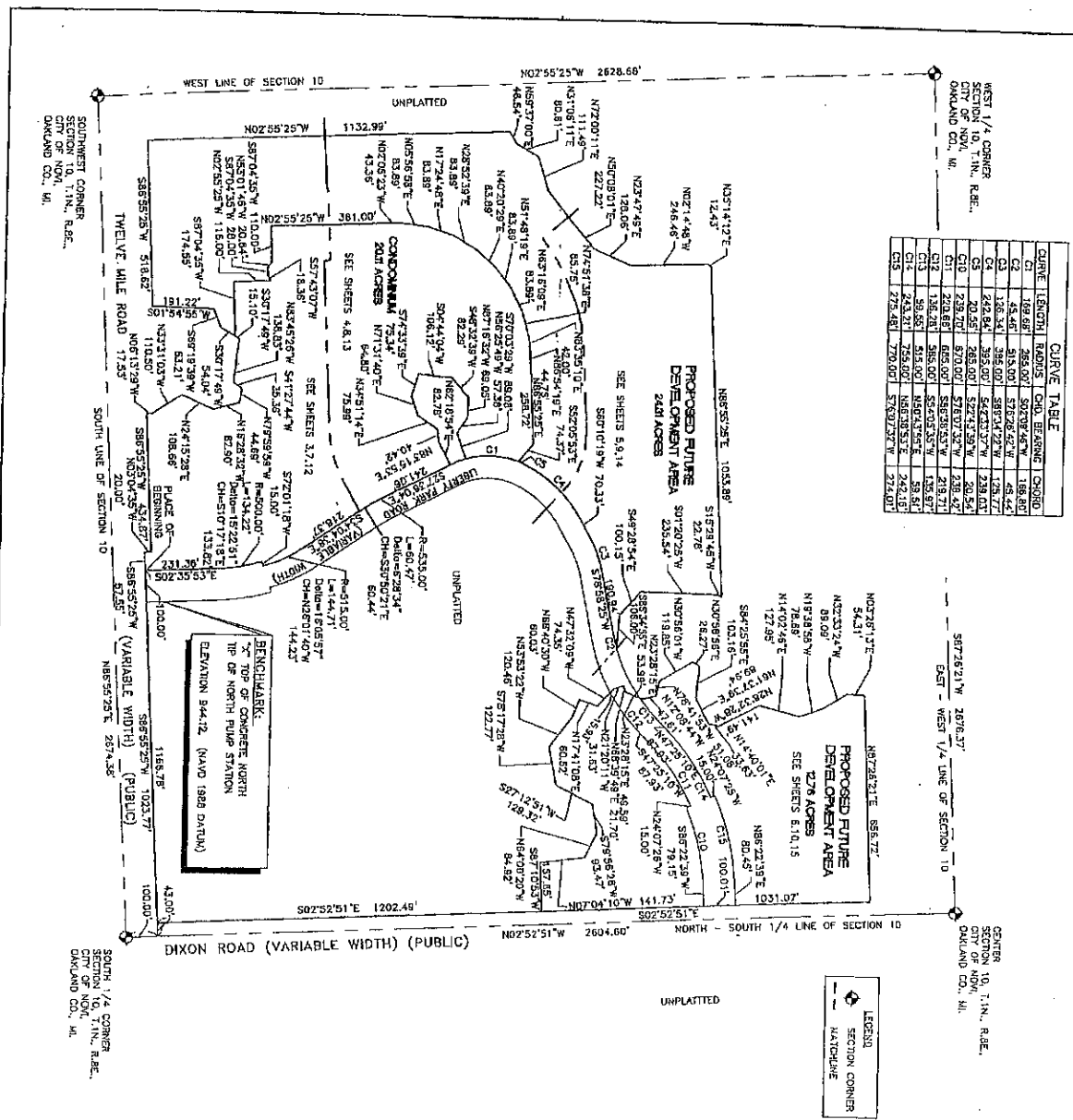
Section 21.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 21.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 21.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners in accordance with Article III and notice of such proposed action must be given in writing to all Co-owners in accordance Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	108.68'	268.00'	S02°09'45"W	188.88'
C2	148.88'	518.00'	S72°28'42"W	48.44'
C3	242.84'	382.00'	S89°34'22"W	128.77'
C4	208.55'	268.00'	S22°23'27"W	228.63'
C5	229.72'	870.00'	S78°07'32"W	228.25'
C6	220.68'	665.00'	S65°55'53"W	218.57'
C7	136.78'	585.00'	S5°05'35"W	128.87'
C8	98.88'	518.00'	N50°24'35"E	58.81'
C9	243.21'	728.00'	N65°38'57"E	242.18'
C10	278.48'	770.00'	S75°07'37"W	272.01'



BENCHMARK:
 * IN TOP OF CONCRETE
 AT THE NORTH TIP OF
 NORTH PUMP STATION. THE
 ELEVATION: 944.12 FEET.

NOTES:
 BEARINGS ARE BASED UPON
 NAD 83 POINT ASB881

PER FEMA RECORDS, FLOOD
 ZONE IS SHOWN ON THIS
 SITE. (SEE SHEET 19)

SURVEYOR'S CERTIFICATE:
 I, JOHN D. HERRIKEN, LICENSED PROFESSIONAL SURVEYOR
 IN THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SURVEYOR JOHN D. HERRIKEN, LICENSED PROFESSIONAL SURVEYOR IN THE STATE OF MICHIGAN, HAS PERSONALLY AND INDEPENDENTLY CONDUCTED A SURVEY OF THE ABOVE DESCRIBED PROPERTY AND HAS FOUND THAT THE INFORMATION SHOWN ON THE ACCOMPANYING DRAWINGS REPRESENTS A TRUE AND CORRECT STATEMENT OF THE FACTS AND CONDITIONS OF THE LANDS AND PREMISES DESCRIBED AS SHOWN.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS WILL BE PLACED AT THE CORNERS AND POINTS OF THE SURVEY AND THE RECOGNITION OF THIS PLAN WITHIN THE LIMITS OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS AS SHOWN ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

DATE: 5/10/15

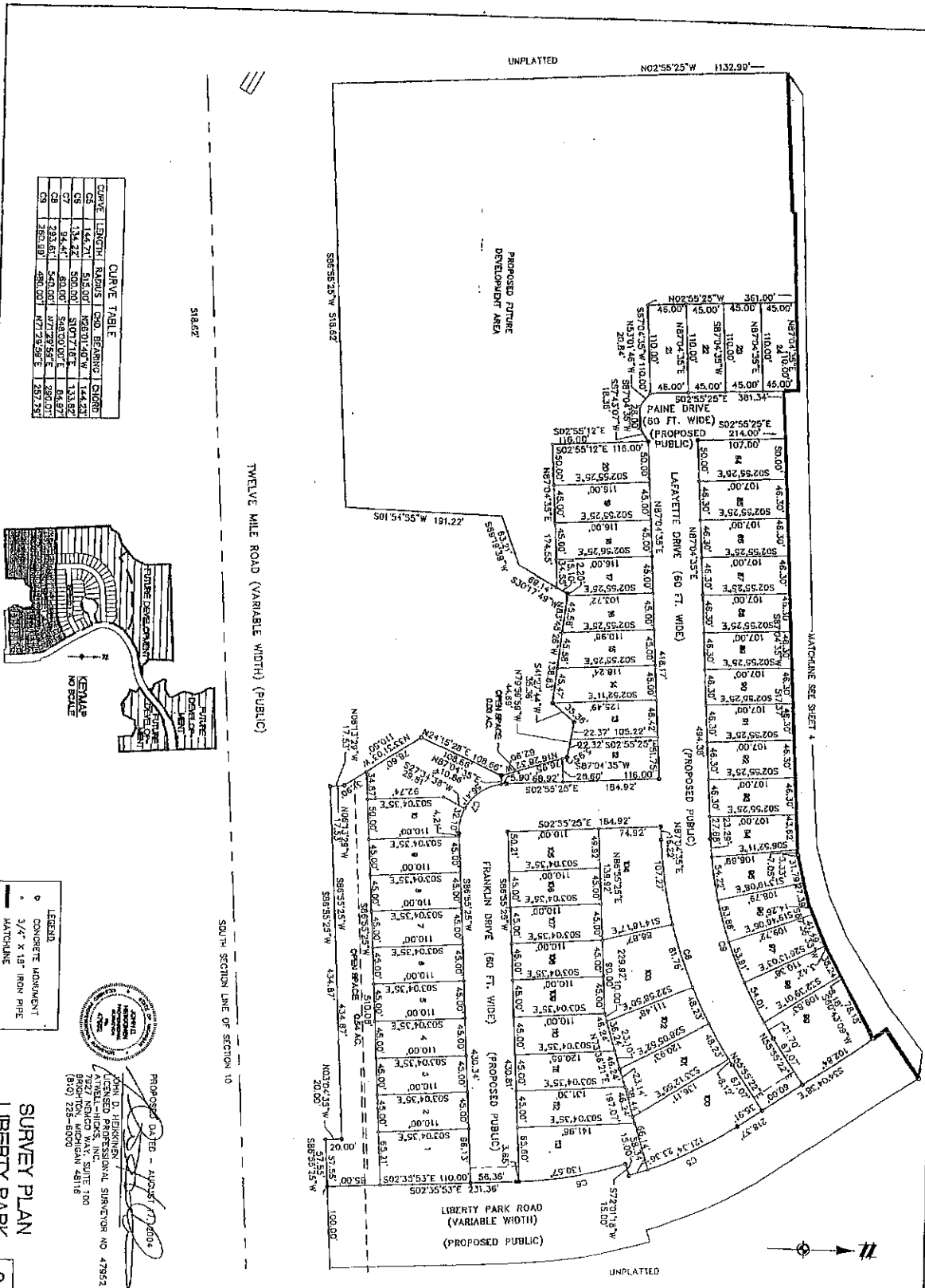


COMPOSITE PLAN
 LIBERTY PARK

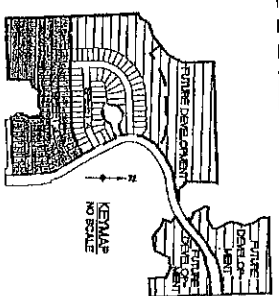
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BY	JDH
CHECKED	JDH
SCALE	AS SHOWN
PROJECT NO.	2015-05-10
CLIENT	LIBERTY PARK
PROJECT	COMPOSITE PLAN
DATE	2015-05-10
BY	JDH
CHECKED	JDH
SCALE	AS SHOWN
PROJECT NO.	2015-05-10
CLIENT	LIBERTY PARK
PROJECT	COMPOSITE PLAN

PLUTE LAND COMPANY, LLC
 LIBERTY PARK
 SECTION 10
 JOHN D. HERRIKEN, RANG. 8 EAST
 CITY OF NOKI
 OAKLAND COUNTY, MICHIGAN
 COMPOSITE PLAN

ATWELL-HICKS, INC.
 CIVL Engineering • Surveying • Planning • Environmental Services
 800.522.8990
 www.atwell-hicks.com
 1300 BAYVIEW BLVD. SUITE 200
 OAKLAND COUNTY, MI 48860



CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C1	144.71'	515.00'	N28°01'40"W	144.43'
C2	154.42'	500.00'	S10°17'16"E	153.82'
C3	283.61'	450.00'	S71°29'59"E	280.07'
C4	365.80'	450.00'	N7°29'59"E	287.25'



LEGEND
 ○ CONCRETE MONUMENT
 ● 3/4" x 1/8" IRON PIPE
 ▭ MATCHLINE



PROPOSED DATE - 11/25/2014
 JOHN D. HENNINGSON
 LICENSED PROFESSIONAL SURVEYOR NO. 47952
 ATWELL-HICKS, INC.
 8020 NENAGO WAY, SUITE 100
 (810) 725-6000

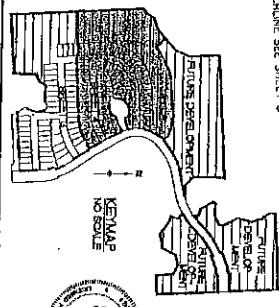
SURVEY PLAN
LIBERTY PARK

3

	PULTE LAND COMPANY, LLC LIBERTY PARK SURVEY PLAN	SECTION 10 TOWN 5 SOUTH, RANGE 6 EAST CITY OF NGM OAKLAND COUNTY, MICHIGAN	ATWELL-HICKS, INC. Civil Engineering • Surveying • Planning • Environmental Services 8020 NENAGO WAY (810) 725-6000 atwell-hicks.com MICHIGAN LICENSE NO. 0000
	DATE: 11/25/2014 TIME: 10:00 AM DRAWN BY: JPH CHECKED BY: JPH		
	SCALE: AS SHOWN SHEET NO. 3 OF 3		

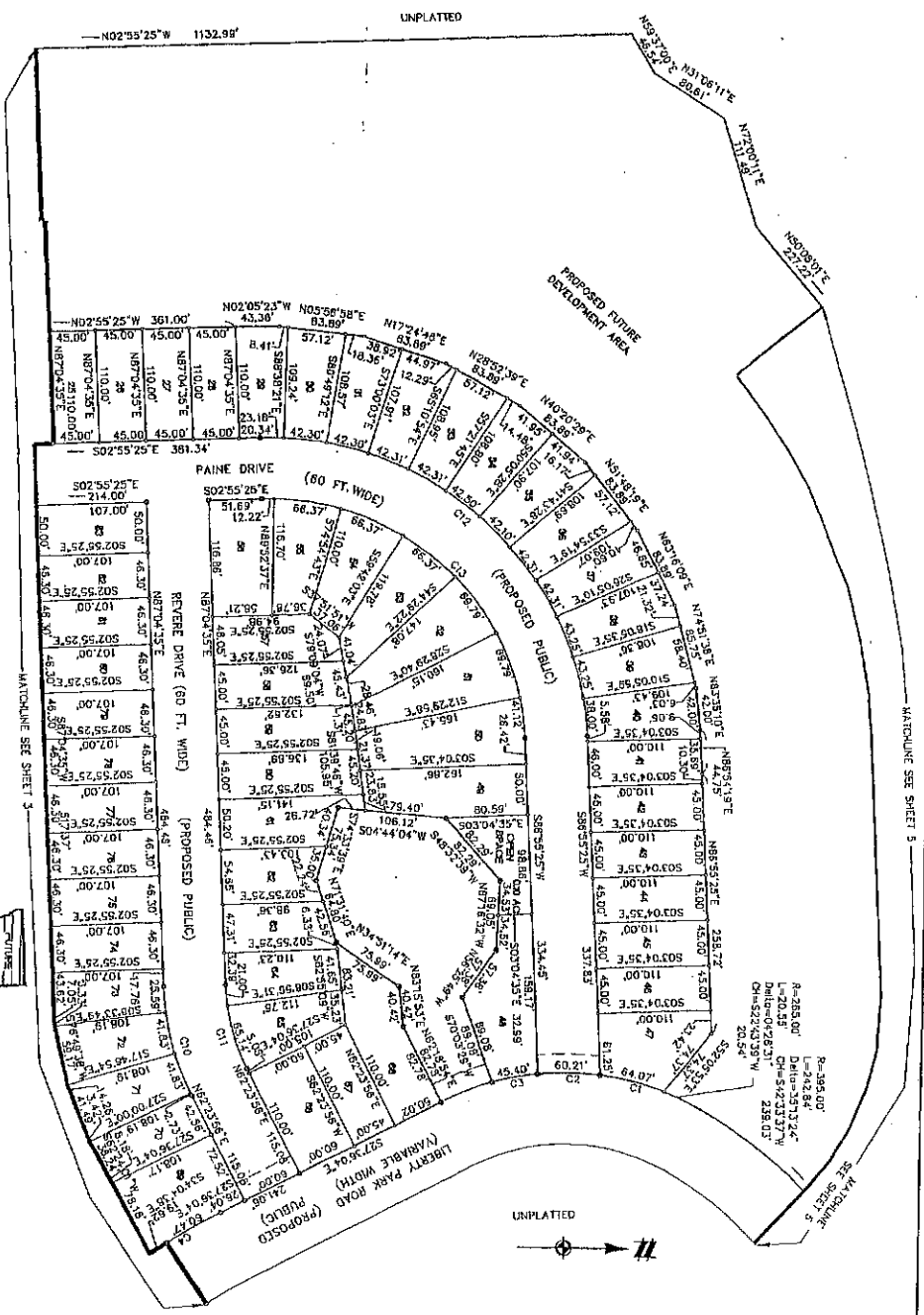
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C3	48.40	253.00	S10°08'53"W	38.06
C4	60.47	553.00	S10°08'53"W	48.32
C5	111.94	250.00	N72°44'16"E	111.72
C6	86.74	250.00	N72°44'16"E	85.48
C7	486.74	250.00	S42°00'00"W	437.87
C8	392.03	250.00	S42°00'00"W	351.98

LEGEND
 • CONCRETE MONUMENT
 3/4" x 1/8" IRON PIPE
 --- MATCHLINE

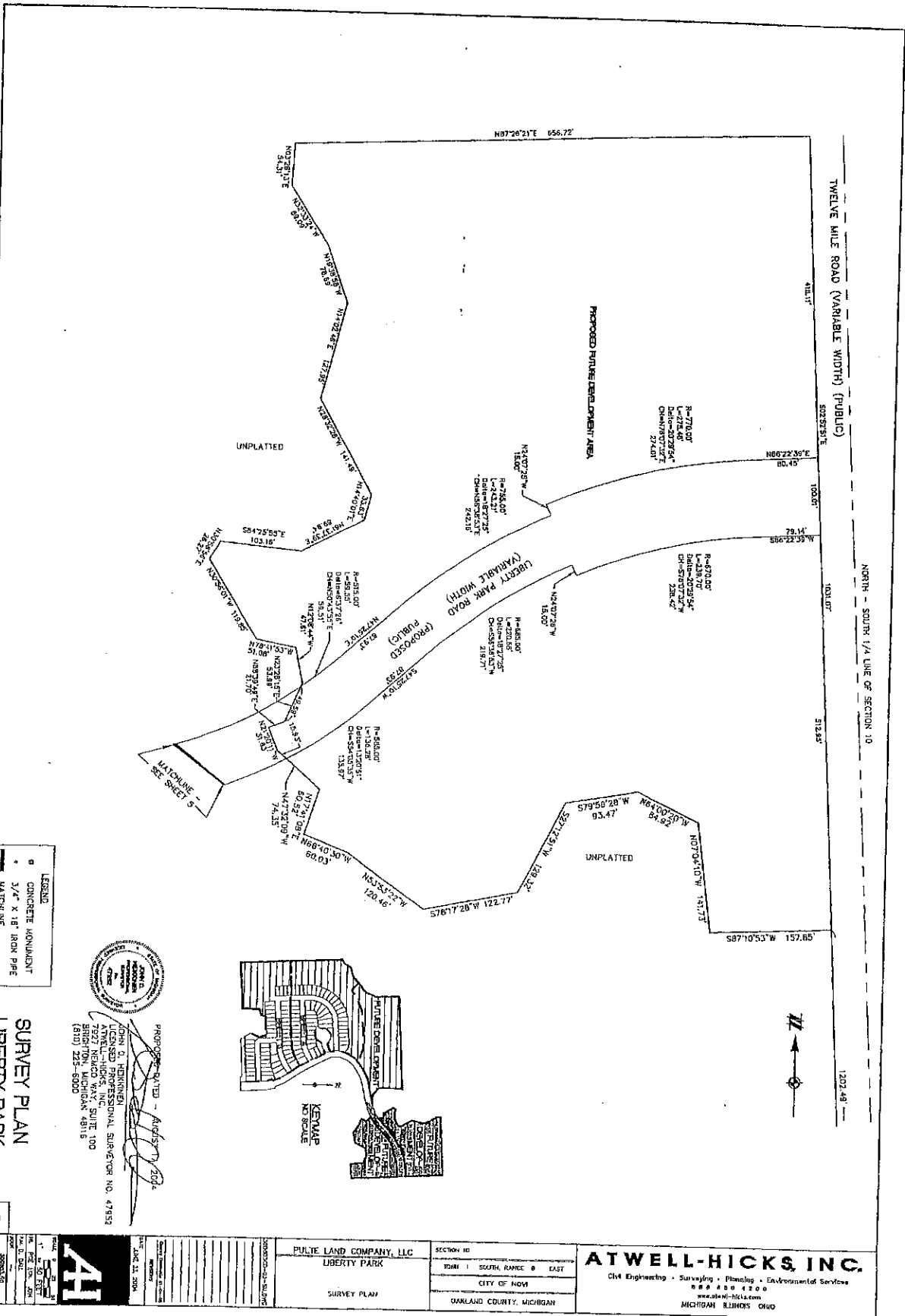


PROPOSED DATE - AUGUST 1, 2009
 JAPAN D. HEIKKINEN
 ATTORNEY GENERAL SUPERVISOR NO. 47992
 7327 NENCO WAY, SUITE 100
 BIRCHMOUNT, MICHIGAN 48115
 (517) 225-8000

SURVEY PLAN
LIBERTY PARK



	PULTE LAND COMPANY, LLC LIBERTY PARK	SECTION 10 TOWN 1 SOUTH, RANGE 6 EAST CITY OF ROM OARLAND COUNTY, MICHIGAN	ATWELL-HICKS, INC. Civil Engineering - Surveying - Planning - Environmental Services 811 640-4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	SURVEY PLAN	4	DATE: JUNE 21, 2009



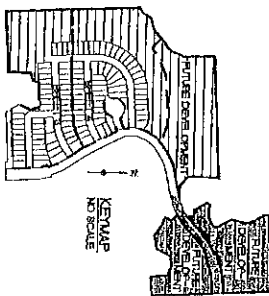
LEGEND
 ○ CONCRETE MONUMENT
 * 3/4" x 1 1/2" IRON PIPE
 --- MATCHLINE

SURVEY PLAN
LIBERTY PARK

6



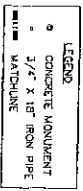
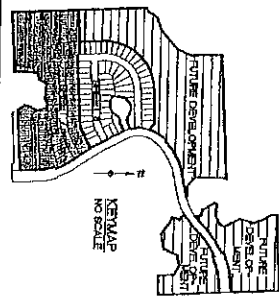
PROPOSED - 9/17/24 - AUGUST 17, 2024
 JOHN G. HORKNER
 LICENSED PROFESSIONAL SURVEYOR NO. 47952
 ATWELL-HICKS, INC.
 7777
 5800 TOWN CENTER, SUITE 100
 BIRMINGHAM, MI 48418
 (810) 225-8000



	PULTE LAND COMPANY, LLC LIBERTY PARK SURVEY PLAN	SECTION 10	ATWELL-HICKS, INC. CIVIL Engineering • Surveying • Planning • Environmental Services 888 480 4200 www.ai-hicks.com MICHIGAN BIRMINGHAM GROUP
		TOWN 1 SOUTH RANGE 0 EAST	
OAKLAND COUNTY, MICHIGAN			

CURVE TABLE

CURVE	LENGTH	RADIUS	CHORD BEARING	CHORD
C5	144.71	515.00'	S89°01'40"W	144.71
C6	134.22	500.00'	N10°17'18"W	134.22
C7	84.41	40.00'	S45°00'00"E	84.41
C8	203.61	540.00'	N17°28'30"E	203.61
C9	260.95	480.00'	N17°28'30"E	260.95

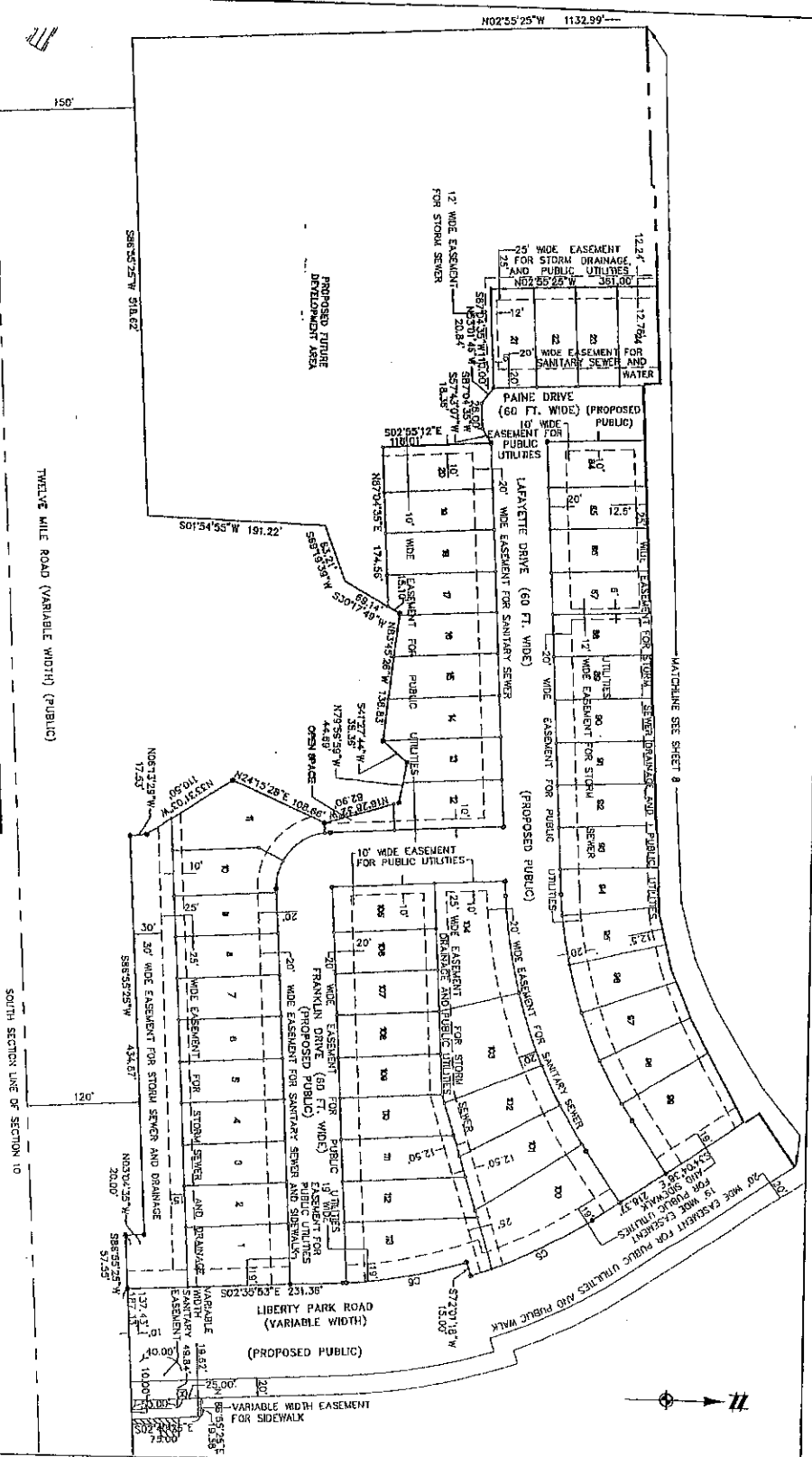


PROPOSED DATED - AUGUST 17, 2004
 JOHN D. HERKINEN
 LICENSED PROFESSIONAL SURVEYOR NO. 7952
 7827 NEMCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (313) 228-6000

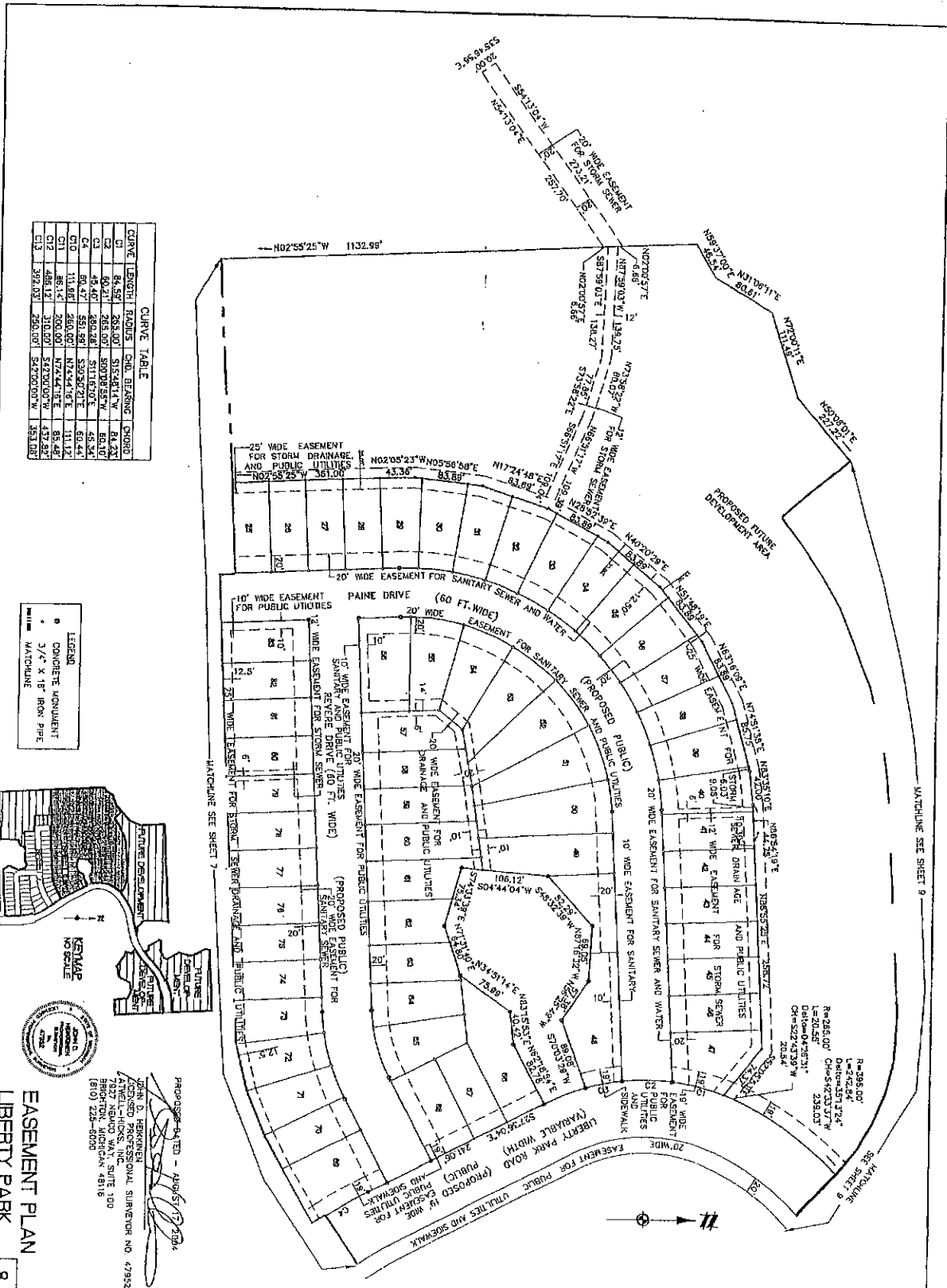
**EASEMENT PLAN
 LIBERTY PARK**

7

DATE: FEB 23, 2008
 DRAWN BY: J. HERKINEN
 CHECKED BY: J. HERKINEN
 PROJECT NO.: 090013
 SHEET NO.: 7
 109-01-07



PLATTE LAND COMPANY, LLC LIBERTY PARK EASEMENT PLAN	SECTION 10	ATWELL-HICKS INC. Civil Engineering • Surveying • Planning • Environmental Services 555 E. 20th St. www.atwell-hicks.com MICHIGAN PLANNING OHIO
	TOWN 1 SOUTH, RANGE 9 EAST	
	CITY OF NOW OAKLAND COUNTY, MICHIGAN	

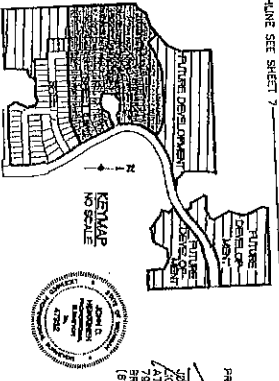


CURVE TABLE

CURVE	LENGTH	RADIUS	CHD. BEARING	CHORD
C1	84.58	265.00	S15°44'14"W	84.23
C2	60.21	265.00	S00°08'55"W	60.10
C3	45.40	265.00	S11°16'07"E	45.34
C4	60.47	265.00	S30°36'21"E	60.44
C5	111.90	260.00	N72°44'18"E	111.12
C6	48.14	260.00	S43°00'00"W	47.82
C7	324.03	260.00	S47°00'00"W	353.08

LEGEND

- CONCRETE MONUMENT
- 3/4" x 18" IRON PIPE
- MATCHLINE

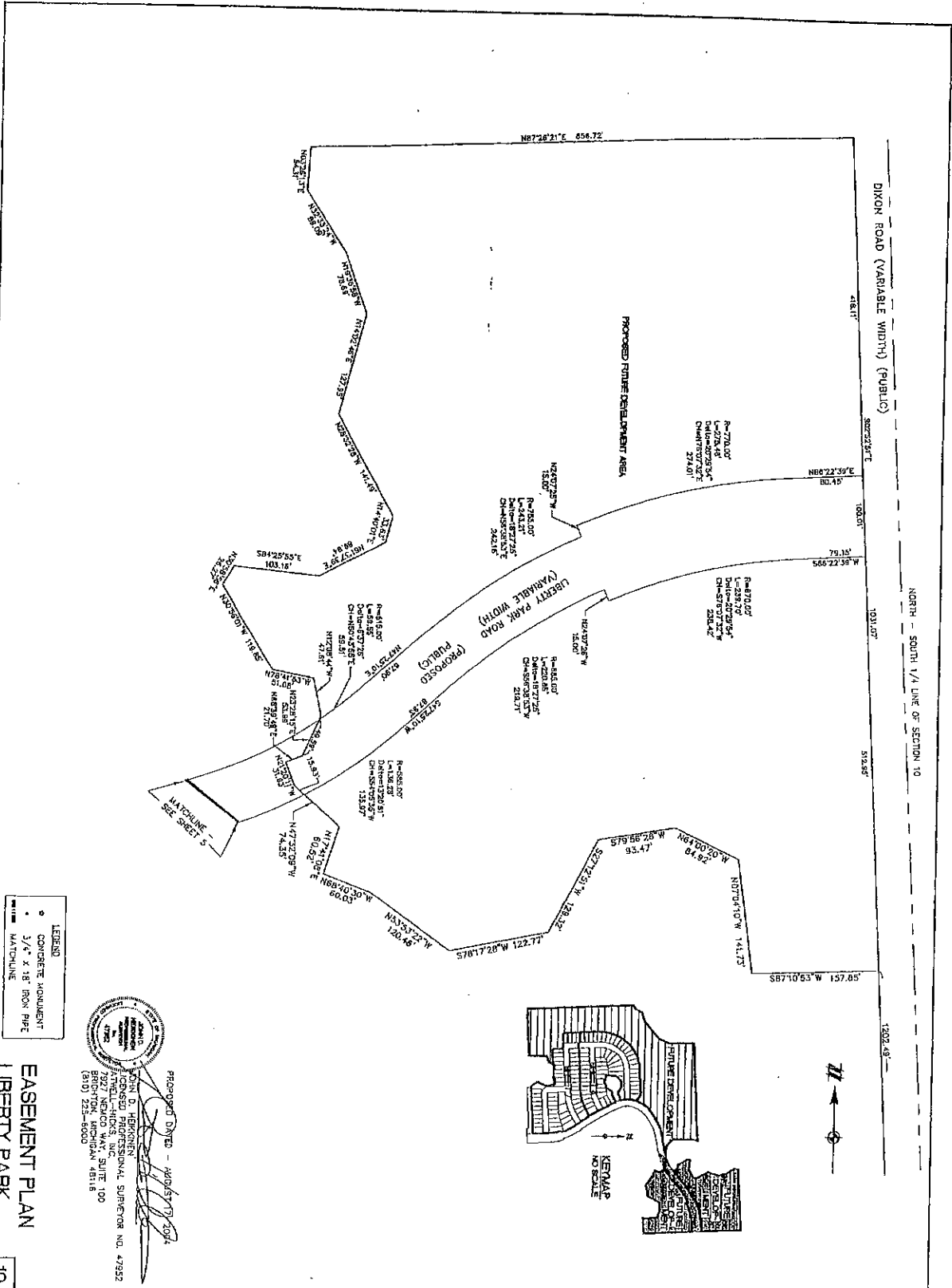


PROPOSED BY - *[Signature]* 2/28/04

JOHN D. HERRINGER
 LICENSED PROFESSIONAL SURVEYOR NO. 47932
 ATWELL-HICKS, INC.
 10000 W. 100th St., Suite 100
 Overland Park, MO 66211-1818
 (816) 225-8000

EASEMENT PLAN
LIBERTY PARK
8

	PULTE LAND COMPANY, LLC LIBERTY PARK	SECTION 10 TOWNSHIP 1 SOUTH RANGE 6 EAST CITY OF NOW	ATWELL-HICKS, INC. Civil Engineering • Surveying • Planning • Environmental Services 881 850 4200 10000 W. 100th St., Suite 100 Overland Park, MO 66211-1818 MICHIGAN & LINDOS DRUG
	EASEMENT PLAN	OAKLAND COUNTY, MICHIGAN	



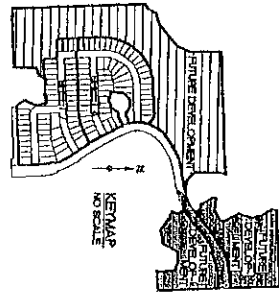
- LEGEND**
- CONCRETE MONUMENT
 - 3/4" x 1 1/8" IRON PIPE
 - MATCHLINE

EASEMENT PLAN
LIBERTY PARK

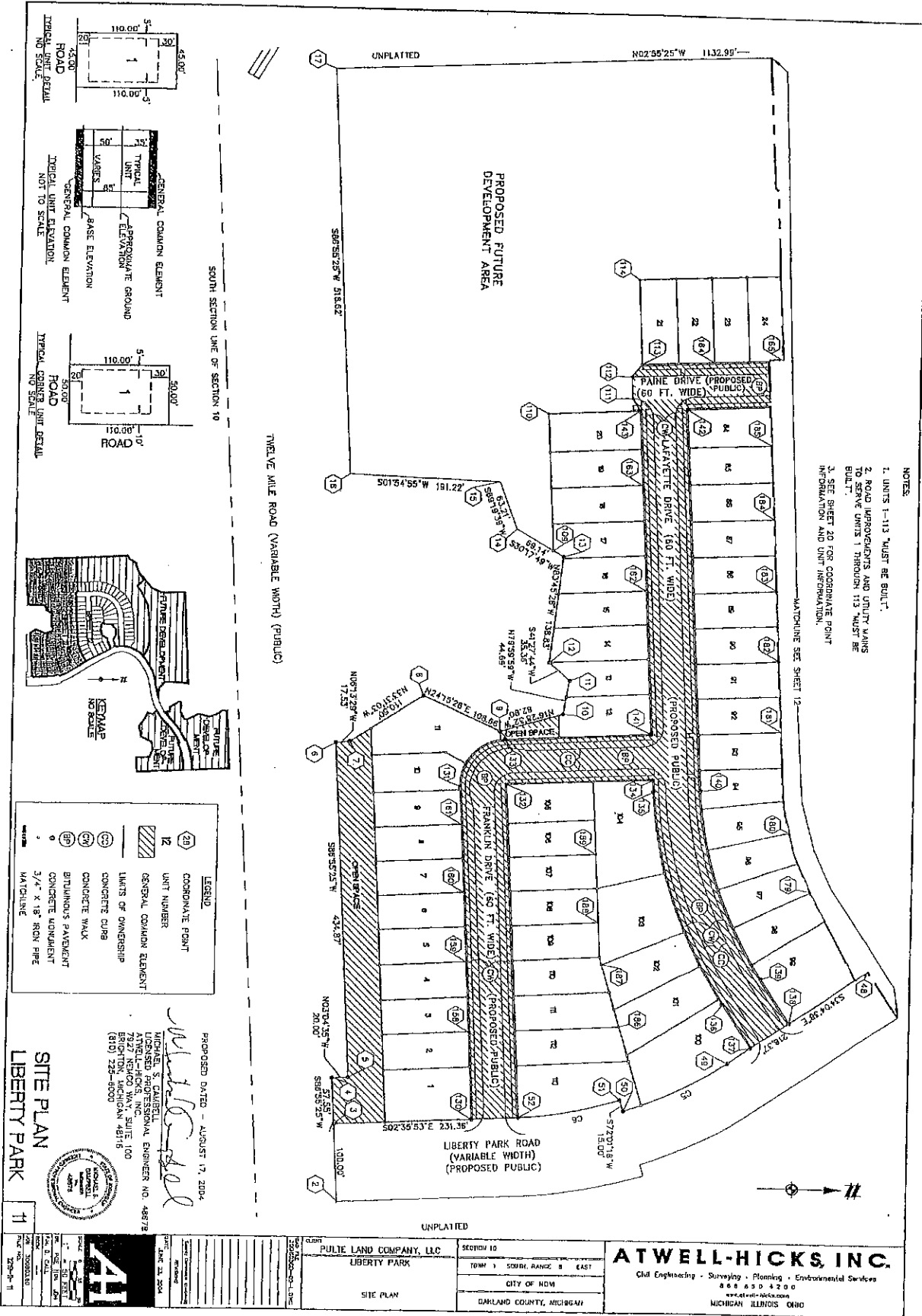
10



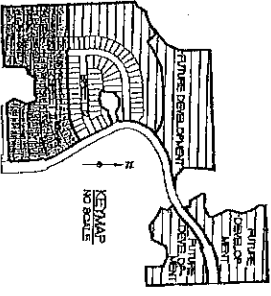
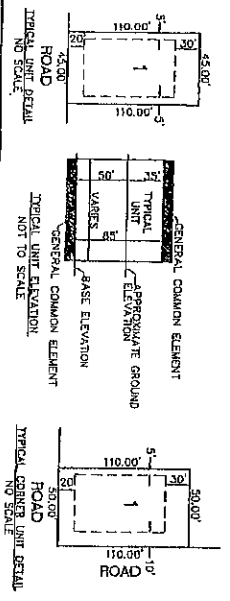
PROPOSED DATED - 6/23/04
 JOHN D. HERKUNEN
 MICHIGAN PROFESSIONAL SURVEYOR NO. 47952
 7927 NEMCO WAY, SUITE 100
 BRISTOL, MICHIGAN 48116
 (810) 223-8000



	PHILIP LAND COMPANY, LLC LIBERTY PARK EASEMENT PLAN	SECTION TO TOWN 1 SOUTH, RANGE 8 EAST CITY OF NOW OAKLAND COUNTY, MICHIGAN	ATWELL-HICKS, INC. Civil Engineering • Surveying • Planning • Environmental Services 888.430.4200 www.atwell-hicks.com MICHIGAN BLDG# 080
	DATE: JUNE 23, 2004 SCALE: AS SHOWN SHEET: 10 OF 10 DRAWN BY: [Name] CHECKED BY: [Name]		



- NOTES:
1. UNITS 1-113 "MUST BE BUILT".
 2. ROAD IMPROVEMENTS AND UTILITY MAINS TO SERVE UNITS 1 THROUGH 113 MUST BE BUILT.
 3. SEE SHEET 20 FOR COORDINATE POINT INFORMATION AND UNIT INFORMATION.

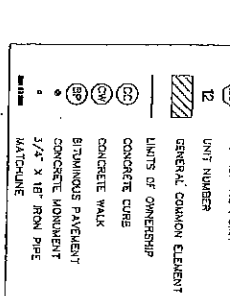
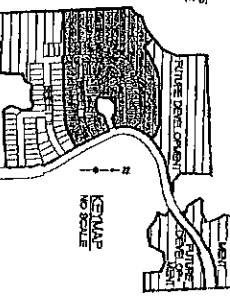
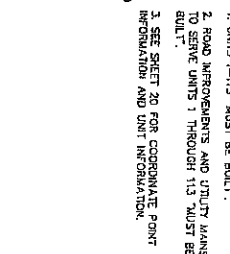
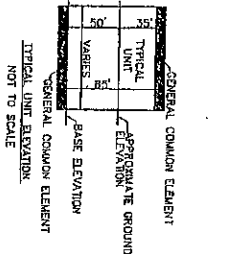
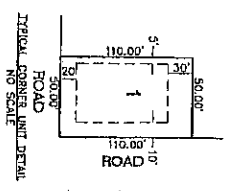
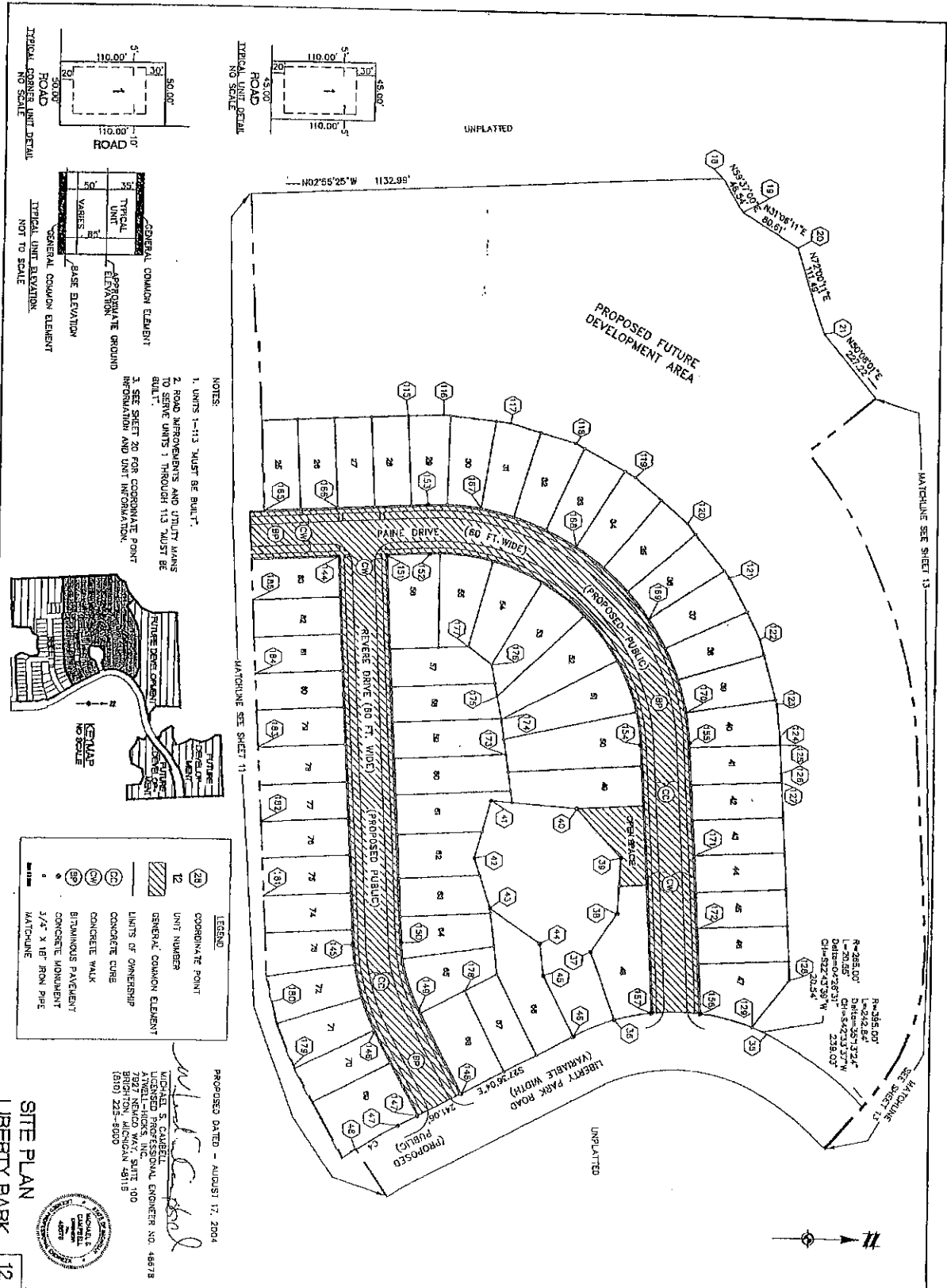


PROPOSED DATED - AUGUST 17, 2004

MICHAEL S. CARRELL
 ATWELL-HICKS, INC.
 7927 KENOX WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 225-0500

SITE PLAN
LIBERTY PARK

PLATTED PULTE LAND COMPANY, LLC LIBERTY PARK SITE PLAN	SECTION 10 TOWN 1 SOUTH RANGE 8 EAST CITY OF HOWLAND COUNTY, MICHIGAN	ATWELL-HICKS, INC. Civil Engineering - Surveying - Planning - Environmental Services 866 650 4200 www.atwell-hicks.com MICHIGAN ILLINOIS OHIO
	SHEET NO. 11 DATE: 08/17/04 DRAWN BY: [Signature] CHECKED BY: [Signature]	



NOTES:
 1. UNITS 1-113 MUST BE BUILT.
 2. ROAD WIDENMENTS AND UTILITY MAINS TO SERVE UNITS 1 THROUGH 113 MUST BE INFORMATION AND UNIT INFORMATION.
 3. SEE SHEET 20 FOR COORDINATE POINT INFORMATION.

PROPOSED DATED - AUGUST 17, 2004
 MICHAEL S. CARRELL
 ATWELL-HICKS INC.
 7927 NEMCO WAY, SUITE 100
 BENTON, MICHIGAN 48915
 (517) 225-8500

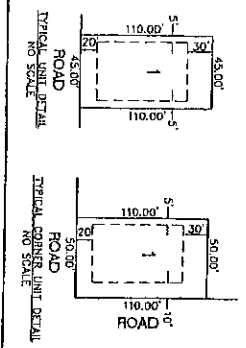
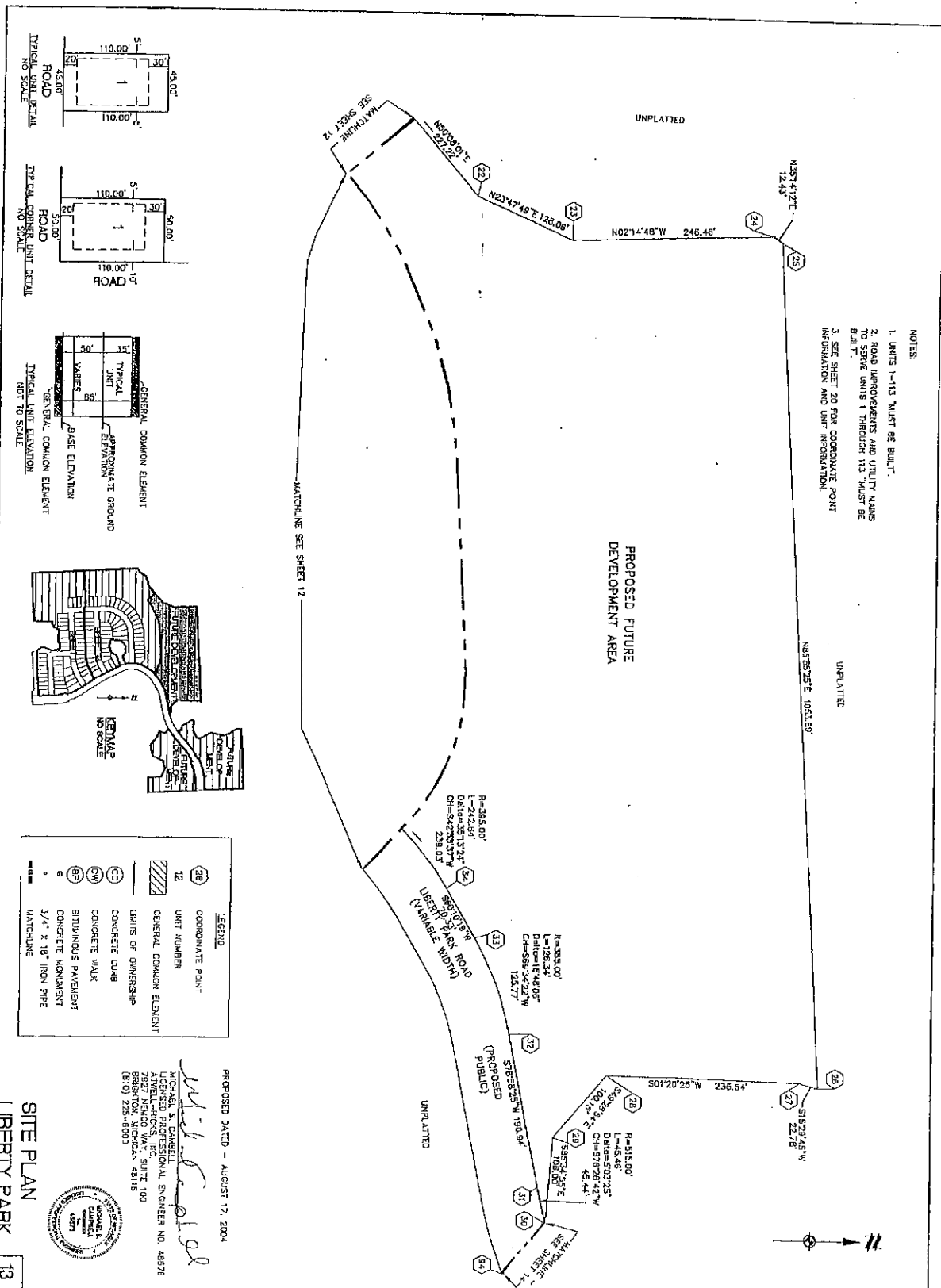
SITE PLAN
 LIBERTY PARK
 12



OWNER PULTE LAND COMPANY, LLC LIBERTY PARK	SECTION 10 TOWNSHIP 1 SOUTH, RANGE 5 EAST CITY OF ROW OAKLAND COUNTY, MICHIGAN
SITE PLAN	

ATWELL-HICKS, INC.
 Civil Engineering • Surveying • Planning • Environmental Services
 488 850 4200
 www.atwell-hicks.com
 MICHIGAN LICENSED GEO

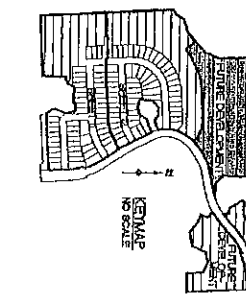
- NOTES:
1. UNITS 1-113 MUST BE BUILT.
 2. ROAD IMPROVEMENTS AND UTILITY LINES TO SERVE UNITS 1 THROUGH 113 MUST BE BUILT.
 3. SEE SHEET 20 FOR COORDINATE POINT INFORMATION AND UNIT INFORMATION.



GENERAL COMMON ELEMENT

NAME	CONTRACT	APPROXIMATE GROUND ELEVATION	PHASE ELEVATION
CONCRETE CURB	1	105.00	105.00
CONCRETE WALK	1	105.00	105.00
BITUMINOUS PAVEMENT	1	105.00	105.00
CONCRETE MONUMENT	1	105.00	105.00
3/4" X 18" IRON PIPE	1	105.00	105.00
MATCHLINE	1	105.00	105.00

GENERAL COMMON ELEMENT NOT TO SCALE



LEGEND

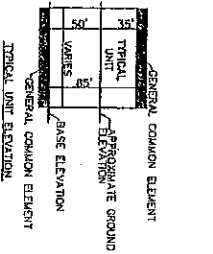
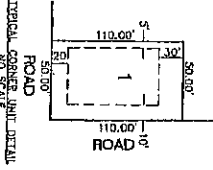
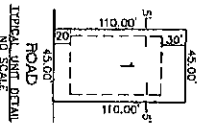
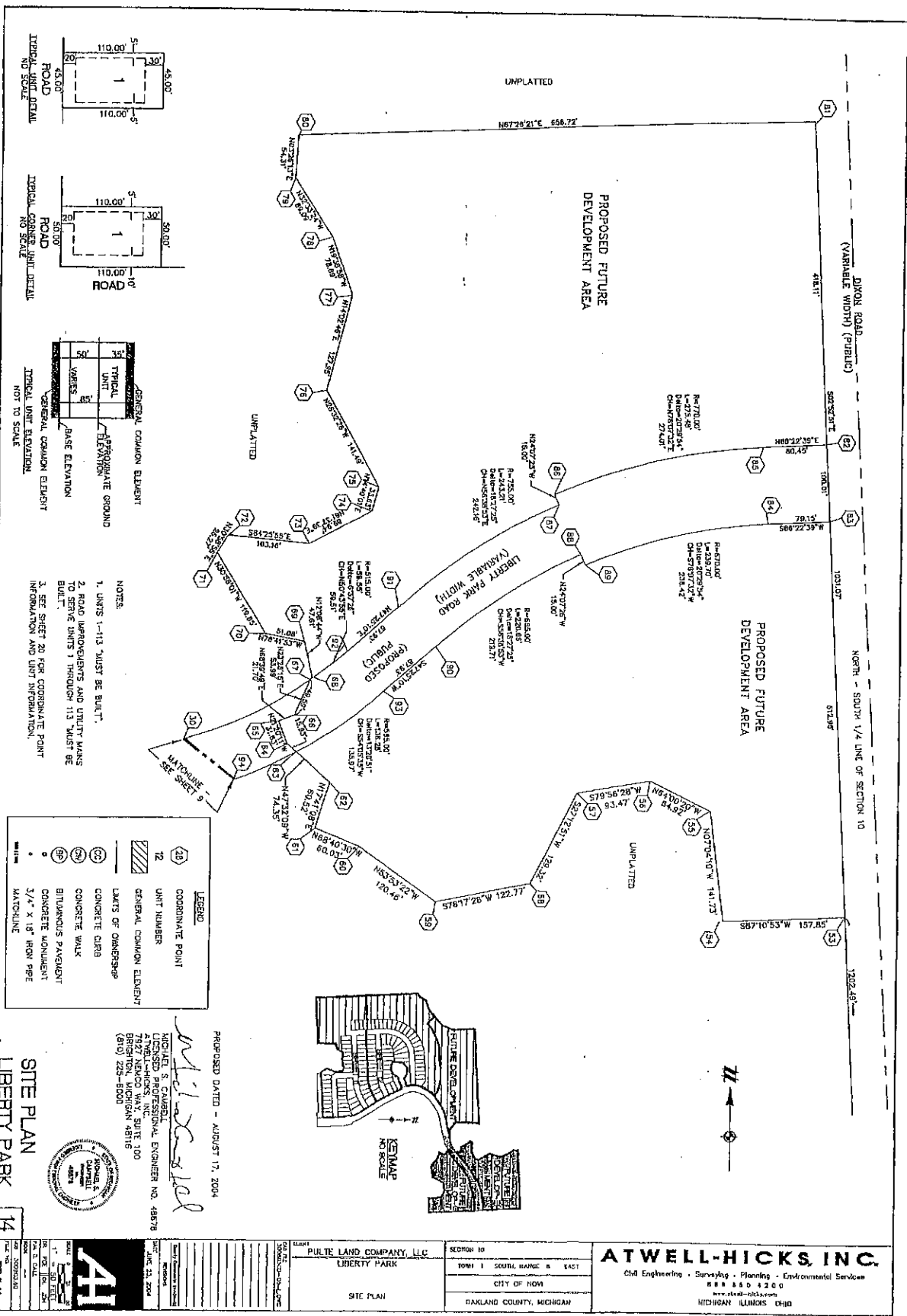
(28)	COORDINATE POINT
12	UNIT NUMBER
(Hatched)	GENERAL COMMON ELEMENT
(Diagonal lines)	LIMITS OF OWNERSHIP
(C)	CONCRETE CURB
(W)	CONCRETE WALK
(B)	BITUMINOUS PAVEMENT
(M)	CONCRETE MONUMENT
(I)	3/4" X 18" IRON PIPE
(Dashed)	MATCHLINE

PROPOSED DATED - AUGUST 17, 2004

Atwell-Hicks, Inc.

ATWELL-HICKS, INC.
 LICENSED PROFESSIONAL ENGINEER NO. 48378
 7822 NENCO WAY, SUITE 100
 BIRMGHAM, ALABAMA 35218
 (810) 225-8000

	PULTE LAND COMPANY, LLC LIBERTY PARK SITE PLAN	SECTION 10 NORTH 1/4 SOUTH RANGE 9 EAST CITY OF HOWLAND OKLAHOMA COUNTY, OKLAHOMA	ATWELL-HICKS, INC. Civil Engineering - Surveying - Planning - Environmental Services 688 830 4200 www.atwell-hicks.com MORGAN HILMOR OHIO
	DATE: JUNE 22, 2004 SCALE: 1" = 50' HORIZONTAL 1" = 20' VERTICAL SHEET NO. 13 OF 13		



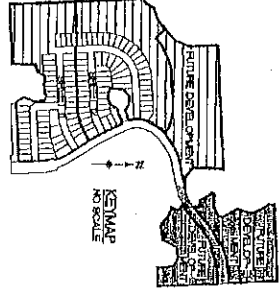
NOTES:
 1. UNITS 1-113 MUST BE BUILT.
 2. ROAD IMPROVEMENTS AND UTILITY MAINS TO SERVE UNITS 1 THROUGH 113 MUST BE BUILT.
 3. SEE SHEET 20 FOR COORDINATE POINT INFORMATION AND UNIT INFORMATION.

LEGEND	
(Symbol)	COORDINATE POINT
(Symbol)	UNIT NUMBER
(Symbol)	GENERAL COMMON ELEMENT
(Symbol)	LIMITS OF OWNERSHIP
(Symbol)	CONCRETE CURB
(Symbol)	CONCRETE WALK
(Symbol)	BUILDINGS PARALLEL
(Symbol)	CONCRETE MONUMENT
(Symbol)	3/4" x 1/2" IRON PIPE MATCHLINE

SITE PLAN
LIBERTY PARK



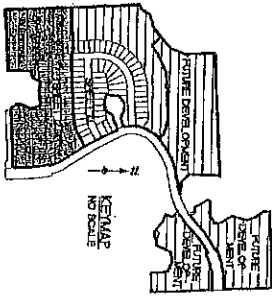
PROPOSED DATED - AUGUST 17, 2004
 MICHAEL S. CAMPBELL
 PROFESSIONAL ENGINEER NO. 48578
 7927 VENOVA WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 223-8900



	CLIENT PULTE LAND COMPANY, LLC LIBERTY PARK	SECTION 10 TOWN 1 SOUTH RANGE 16 EAST CITY OF HOW OAKLAND COUNTY, MICHIGAN
	SHEET NO. 14 OF 14	
	DATE: JUNE 23, 2004	

- UTILITY NOTES:
1. EXACT SIZE AND LOCATION OF UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS.
 2. ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS PROVIDED BY ATWELL-HICKS.
 3. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS PREPARED BY ATWELL-HICKS.

- UTILITY NOTES (CONTINUED):
4. ALL UNITS TO BE SERVICED WITH CABLE, ELECTRIC, GAS AND TELEPHONE.
 5. ROAD IMPROVEMENTS AND UTILITY MAINS TO SERVE UNITS THROUGH 113 MUST BE BUILT.
 6. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN IN AS-BUILT DRAWING.
 7. ALL SANITARY SEWER LEADS ARE 8" IN DIAMETER.
 8. ALL UTILITY WATER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARIES.
 9. ALL UTILITY LEADS SERVING UNITS 1 THROUGH 113 MUST BE BUILT.



LEGEND	
EXISTING	PROPOSED
STORM	R
SANITARY	S
WATER	W
OVERHEAD ELECTRIC	E
UNDERGROUND ELECTRIC	UE
OVERHEAD TELEPHONE	TE
UNDERGROUND TELEPHONE	UTE
MANHOLE, TV, & CABLE TV	M
CATCH BASIN	CB
HYDRANT	H
CLEANOUT	CO
SOLE	SO
VALVE	V

PROPOSED DATED - AUGUST 17, 2004

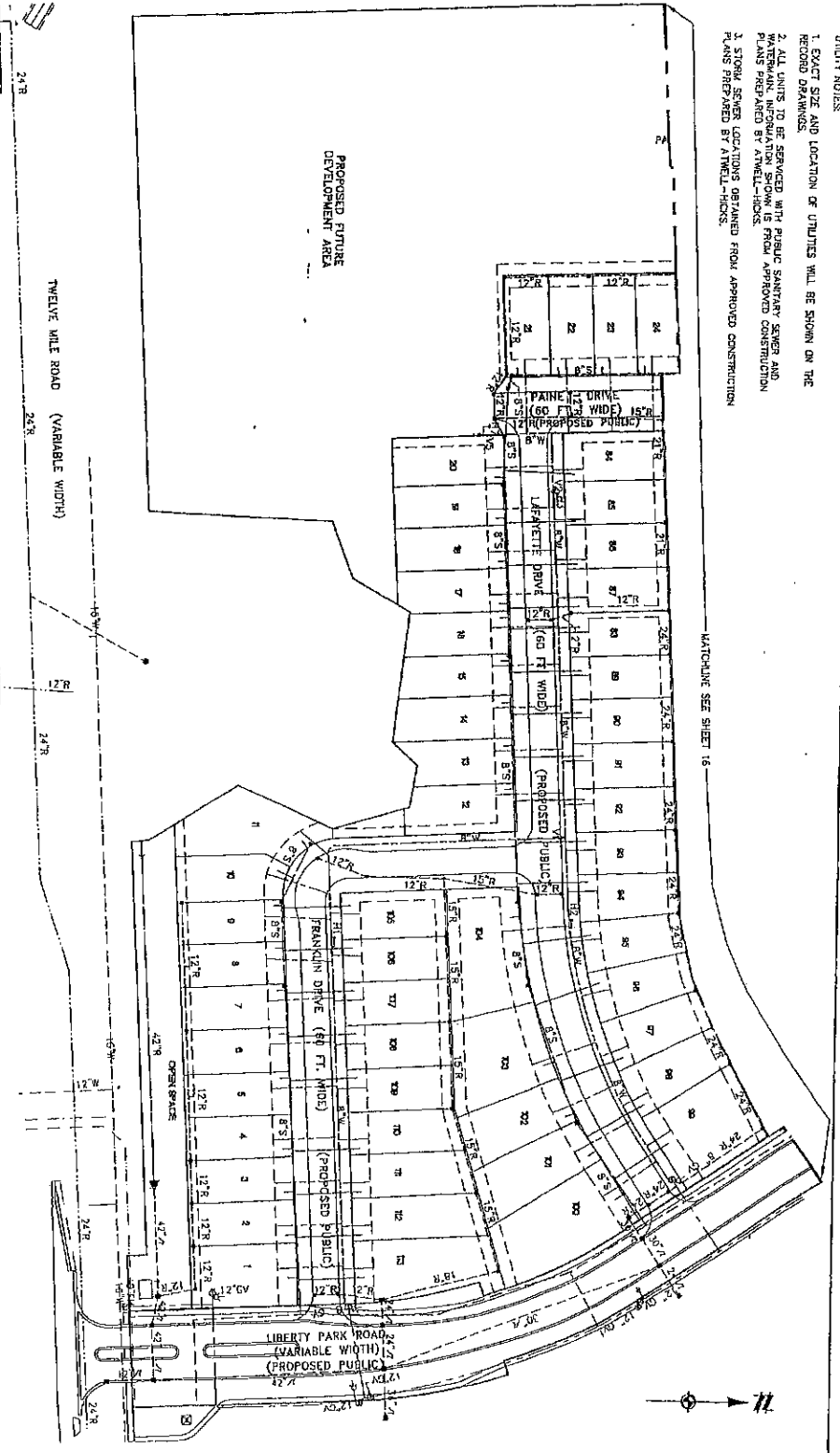
MICHAEL S. CAMPBELL
 LICENSED PROFESSIONAL ENGINEER NO. 48572
 ATWELL-HICKS, INC.
 2700 BRIDGEWOOD AVENUE, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (810) 225-4000



UTILITY PLAN

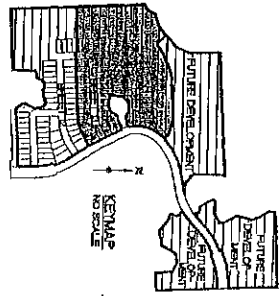
LIBERTY PARK

15



PULTE LAND COMPANY, LLC LIBERTY PARK UTILITY PLAN	SECTION 10 TOWN 1 SOUTH, RANGE 8 EAST CITY OF NOVI OAKLAND COUNTY, MICHIGAN	ATWELL-HICKS, INC. Civil Engineering - Surveying - Planning - Environmental Services 888504200 www.atwell-hicks.com MICHIGAN LICENSED ENGINEER
	DATE: 08/17/04 DRAWN BY: MJC CHECKED BY: MJC SCALE: AS SHOWN	

- UTILITY NOTES:
1. EXACT SIZE AND LOCATION OF UTILITIES WILL BE SHOWN ON THE RECORDED DRAWINGS.
 2. ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS PREPARED BY ATWELL-HICKS.
 3. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS PREPARED BY ATWELL-HICKS.
 4. ALL UNITS TO BE SERVICED WITH CABLE, ELECTRIC, GAS AND TELEPHONE.
 5. ROAD IMPROVEMENTS AND UTILITY MAINS TO SERVE UNITS 1 THROUGH 113 MUST BE BUILT.
 6. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN IN AS-BUILT DRAWINGS.
 7. ALL SANITARY SEWER LEADS ARE 8" IN DIAMETER.
 8. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARIES.
 9. ALL UTILITY LEADS SERVING UNITS 1 THROUGH 113 MUST BE BUILT.



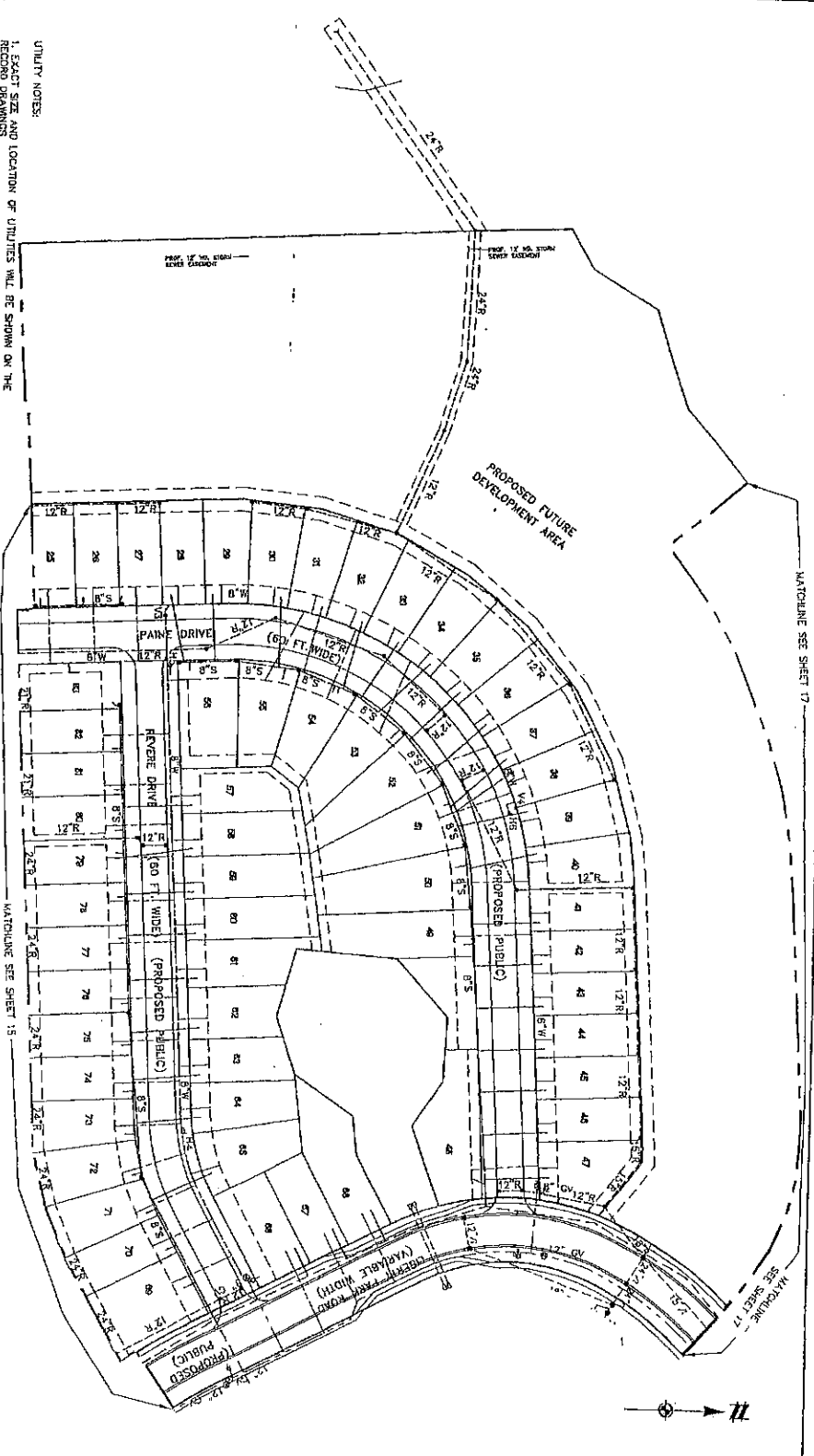
EXISTING	DESCRIPTION	PROPOSED
1	STORM	R
2	SANITARY	S
3	WATER	W
4	OVERHEAD ELECTRIC	OE
5	UNDERGROUND ELECTRIC	UE
6	OVERHEAD TELEPHONE	OT
7	UNDERGROUND TELEPHONE	UT
8	MANHOLE, POLE & CABLE T.V.	UTC
9	CATCH BASIN	CB
10	HYDRANT	H
11	VALVE	V
12	POLE	P
13	VALVE	VP

PROPOSED DATED - AUGUST 17, 2004

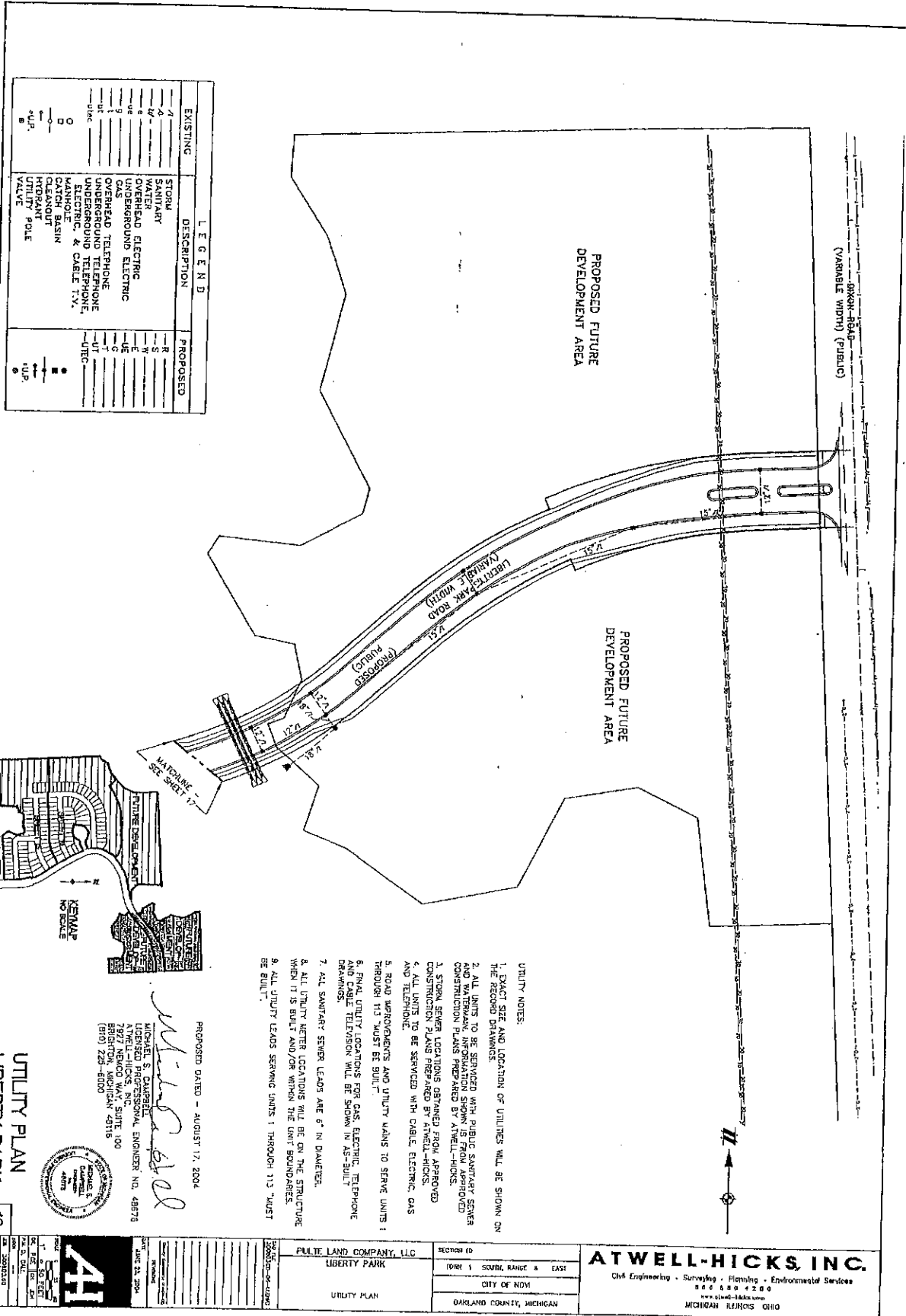
LIBERTY PARK

ATWELL-HICKS, INC.
 1227 N. WINDY WAY, SUITE 100
 NICHGAM, ILLINOIS 62451
 (815) 221-8000

PROFESSIONAL ENGINEER NO. 48878



	PULTE LAND COMPANY, LLC LIBERTY PARK	SECTION 10 TOWNSHIP 5 SOUTH, RANGE 8 EAST CITY OF HOM	ATWELL-HICKS, INC. Civil Engineering - Surveying - Planning - Environmental Services 888 880 4240 www.atwell-hicks.com NICHGAM, ILLINOIS 62451
	UTILITY PLAN	OAKLAND COUNTY, MICHIGAN	



LEGEND		
EXISTING	DESCRIPTION	PROPOSED
1	STORM	R
2	SANITARY	S
3	WATER	W
4	OVERHEAD ELECTRIC	E
5	UNDERGROUND ELECTRIC	UE
6	GAS	G
7	OVERHEAD TELEPHONE	OT
8	UNDERGROUND TELEPHONE	UT
9	MANHOLE, & CABLE T.V.	UTG
10	CATCH BASIN	CB
11	CLEANOUT	CL
12	REDUCING UTILITY POLE	UR
13	VALVE	V

- UTILITY NOTES:
1. EXACT SIZE AND LOCATION OF UTILITIES WILL BE SHOWN ON THE RECORD DRAWINGS.
 2. ALL UNITS TO BE SERVICED WITH PUBLIC SANITARY SEWER AND WATERMAIN INFORMATION SHOWN IS FROM APPROVED CONSTRUCTION PLANS PREPARED BY ATWELL-HICKS.
 3. STORM SEWER LOCATIONS OBTAINED FROM APPROVED CONSTRUCTION PLANS PREPARED BY ATWELL-HICKS.
 4. ALL UNITS TO BE SERVICED WITH CABLE, ELECTRIC, GAS AND TELEPHONE.
 5. ROAD IMPROVEMENTS AND UTILITY MAINS TO SERVE UNITS 1 THROUGH 113 "MUST BE BUILT".
 6. FINAL UTILITY LOCATIONS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN IN AS-BUILT DRAWINGS.
 7. ALL SANITARY SEWER LEADS ARE 6" IN DIAMETER.
 8. ALL UTILITY METER LOCATIONS WILL BE ON THE STRUCTURE WHEN IT IS BUILT AND/OR WITHIN THE UNIT BOUNDARIES.
 9. ALL UTILITY LEADS SERVING UNITS 1 THROUGH 113 "MUST BE BUILT".

PROPOSED DATED - AUGUST 17, 2004

Michael S. Campbell

MICHAEL S. CAMPBELL
 ATWELL-HICKS, INC.
 7827 NEWCO WAY, SUITE 100
 BRIGHTON, MICHIGAN 48116
 (517) 229-8000

SEAL: PROFESSIONAL ENGINEER
 STATE OF MICHIGAN
 NO. 48878

UTILITY PLAN
 LIBERTY PARK
 18

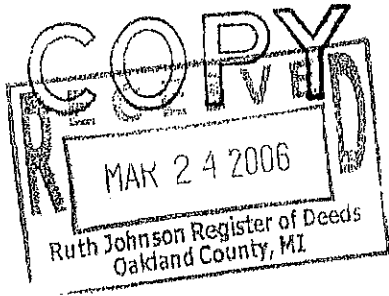
	SECTION TO (DNR) 1 SEMIN. RANGE 8 EAST CITY OF NOW OAKLAND COUNTY, MICHIGAN	ATWELL-HICKS, INC. Civil Engineering • Surveying • Planning • Environmental Services 800 880 4200 11111 Grand Haven Ave. MICHIGAN BEACHES OHIO
	FULTE LAND COMPANY, LLC LIBERTY PARK	
	UTILITY PLAN	

UNIT INFORMATION

UNIT	BASE ELEVATION (SQ. FT.)	UNIT AREA (SQ. FT.)	UNIT ELEVATION (SQ. FT.)	UNIT AREA (SQ. FT.)
1	3430	7,225	38	8,857
2	3511	4,950	39	8,857
3	3511	4,950	40	8,857
4	3511	4,950	41	8,857
5	3511	4,950	42	8,857
6	3511	4,950	43	8,857
7	3511	4,950	44	8,857
8	3511	4,950	45	8,857
9	3511	4,950	46	8,857
10	3511	4,950	47	8,857
11	3511	4,950	48	8,857
12	3511	4,950	49	8,857
13	3511	4,950	50	8,857
14	3511	4,950	51	8,857
15	3511	4,950	52	8,857
16	3511	4,950	53	8,857
17	3511	4,950	54	8,857
18	3511	4,950	55	8,857
19	3511	4,950	56	8,857
20	3511	4,950	57	8,857
21	3511	4,950	58	8,857
22	3511	4,950	59	8,857
23	3511	4,950	60	8,857
24	3511	4,950	61	8,857
25	3511	4,950	62	8,857
26	3511	4,950	63	8,857
27	3511	4,950	64	8,857
28	3511	4,950	65	8,857
29	3511	4,950	66	8,857
30	3511	4,950	67	8,857
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46	3511	4,950	83	8,857
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51	3511	4,950	88	8,857
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95	3511	4,950	132	8,857
96	3511	4,950	133	8,857
97	3511	4,950	134	8,857
98	3511	4,950	135	8,857
99	3511	4,950	136	8,857
100	3511	4,950	137	8,857
101	3511	4,950	138	8,857
102	3511	4,950	139	8,857
103	3511	4,950	140	8,857
104	3511	4,950	141	8,857
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107	3511	4,950	144	8,857
108	3511	4,950	145	8,857
109	3511	4,950	146	8,857
110	3511	4,950	147	8,857
111	3511	4,950	148	8,857
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155	3511	4,950	192	8,857
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157	3511	4,950	194	8,857
158	3511	4,950	195	8,857
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162	3511	4,950	199	8,857
163	3511	4,950	200	8,857

COORDINATE POINT LISTING

POINT	NORTHING	EASTING
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105	3	



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LIBER 37317 PAGE 704
\$124.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/28/2006 04:29:17 P.M. RECEIPT# 36167
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED

LIBERTY PARK

THIS FIRST AMENDMENT TO MASTER DEED ("First Amendment") is made and executed on this 24th day of March, 2006, by Pulte Land Company, LLC, a Michigan limited liability company (hereinafter referred to as "Developer"), the address of which is 450 West Fourth Street, Royal Oak, Michigan 48067, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

RECITALS:

A. Developer established Liberty Park (the "Condominium Project") as a condominium project pursuant to a Master Deed recorded on January 11, 2005, in Liber 34747, Page 751, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1703 (the "Master Deed"). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning given to such terms in the Master Deed, as amended.

B. Pursuant to the authority reserved to Developer under Sections 6.4 and 6.5 of the Master Deed and under Section 90(1) of the Act, Developer desires to amend the Master Deed (including the Condominium Subdivision Plan attached thereto as Exhibit B) for the purpose of adding land from the Area of Future Development to the Condominium Project and adding Units 114-305.

C. Developer intends to establish certain Recreational Facilities (as defined in the Declaration) to be located within the adjacent condominium project known as The Townes at Liberty Park which Recreational Facilities shall be permitted to be used by both the owners and occupants of Units located within the Condominium Project and the owners and occupants of units located within The Townes at Liberty Park pursuant to the terms of that certain Declaration of Recreational Facilities, Covenants, Conditions and Restrictions ("Declaration") a copy of which is attached hereto as Exhibit A. The Recreational Facilities shall consist of a swimming pool, pool building and related parking areas, driveways and landscaping, located within The Townes at Liberty Park and as shown on the Site Plan attached to the Declaration as Exhibit B.

D. Pursuant to the authority reserved to Developer under Section 10.2 of the Master Deed and under Section 90(1) of the Act, Developer desires to amend the Master Deed (i) to provide that the Master Deed shall be subject to the provisions of the Declaration and (ii) to provide that every current Owner of a Unit within Liberty Park may elect to become a member of the Recreational Facilities Association (as defined in the Declaration) and that every future Owner of a Unit within Liberty Park shall automatically become a member of the Liberty Park Recreational Facilities.

NOW, THEREFORE, Developer, by recording this First Amendment, hereby amends the Master Deed as follows:

ARTICLE I

PROPERTY ADDED BY THIS FIRST AMENDMENT

Pursuant to the authority reserved by Developer in Article VI of the Master Deed, the additional land that is added to the Condominium by this First Amendment is legally described as follows:

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 1224.33 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N03°04'35"W 20.00 feet; thence S86°55'25"W 434.87 feet along the Northerly right-of-way line of said Twelve Mile Road; thence N06°13'29"W 17.53 feet; thence N33°31'03"W 110.50 feet; thence N24°15'28"E 108.66 feet; thence N16°28'32"W 82.90 feet; thence N79°59'59"W 44.69 feet; thence S41°27'44"W 35.36 feet; thence N83°45'26"W 138.83 feet; thence S30°17'49"W 15.10 feet for a **PLACE OF BEGINNING**; thence continuing S30°17'49"W 54.04 feet; thence S69°19'39"W 63.21 feet; thence S01°54'55"W 191.22 feet; thence S86°55'25"W 518.62 feet along Northerly right-of-way line of said Twelve Mile Road; thence N02°55'25"W 1132.99 feet; thence N59°37'00"E 46.54 feet; thence N31°06'11"E 80.61 feet; thence N72°00'11"E 111.49 feet; thence N50°08'01"E 227.22 feet; thence N23°47'49"E 128.06 feet; thence N02°14'48"W 246.46 feet; thence N35°14'12"E 12.43 feet; thence N86°55'25"E 1053.89 feet; thence S15°29'45"W 22.78 feet; thence S01°20'25"W 235.54 feet; thence S49°28'54"E 100.15 feet; thence S85°34'55"E 106.00 feet; thence 45.46 feet along the arc of a 515.00 foot radius non-tangential circular curve to the right, with a central angle of 5°05'13", having a chord which bears S76°26'42"W 45.44 feet; thence S78°58'25"W 190.94 feet; thence 126.34 feet along the arc of a 385.00 foot radius circular curve to the left, with a central angle of 18°48'06", having a chord which bears S69°34'22"W 125.77 feet; thence S60°10'19"W 70.33 feet; thence 242.84 feet along the arc of a 395.00 foot radius circular curve to the left, with a central angle of 35°13'26", having a chord which bears S42°33'37"W 239.03 feet; thence 20.55 feet along the arc of 265.00 foot radius compound circular curve to the left, with a central angle of 41°07'46", having a chord which bears S22°43'39"W 20.54 feet; thence N52°05'53"W 74.37 feet; thence S86°55'25"W 258.72 feet; thence S86°54'19"W 44.75 feet; thence S83°35'10"W 42.00 feet; thence S74°51'38"W 85.75 feet; thence S63°16'09"W 83.89 feet; thence S51°48'19"W 83.89 feet; thence S40°20'29"W 83.89 feet; thence S28°52'39"W 83.89 feet; thence S17°24'48"W 83.89 feet; thence S05°56'58"W 83.89 feet; thence S02°05'23"E 43.36 feet; thence S02°55'25"E 361.00 feet; thence N87°04'35"E 110.00 feet; thence S53°01'46"E 20.84 feet; thence N87°04'35"E 28.00 feet; thence N57°43'07"E 18.36 feet; thence S02°55'25"E 116.00 feet; thence N87°04'35"E 174.55 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 24.32 acres of land, more or less, being subject to easements and restrictions of record, if any.

AND

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02°52'51"W 1202.49 feet along the Westerly right-of-way line of Dixon Road (43 foot Half Width) for a **PLACE OF BEGINNING**; thence S87°10'53"W 157.85 feet; thence N07°04'10"W 141.73 feet; thence N64°00'20"W 84.92 feet; thence S79°56'28"W 93.47 feet; thence S27°12'51"W

129.32 feet; thence S78°17'28"W 122.77 feet; thence N53°53'22"W 120.46 feet; thence N68°40'30"W 60.03 feet; thence N17°41'08"E 60.52 feet; thence N47°32'09"W 74.35 feet; thence N21°20'11"W 31.63 feet; thence N68°39'49"E 21.70 feet; thence N23°28'15"E 53.99 feet; thence N12°08'44"W 47.61 feet; thence N78°41'53"W 51.08 feet; thence N30°56'01"W 119.85 feet; thence N30°58'56"E 26.27 feet; thence S84°25'55"E 103.16 feet; thence N61°37'39"E 89.94 feet; thence N14°40'01"E 33.63 feet; thence N28°32'28"W 141.49 feet; thence N14°02'46"E 127.95 feet; thence N19°38'58"W 78.69 feet; thence N32°33'24"W 89.09 feet; thence N03°26'13"E 54.31 feet; thence N87°26'21"E 656.72 feet; thence S02°52'51"E 1031.07 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 14.21 acres of land, more or less. EXCEPTING THEREFROM the following described portion of Proposed Liberty Park Road Right-of-Way: Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 43.00 feet along the Northerly right-of-way line of said Twelve Mile Road (Variable Width); thence N02°52'51"W 1715.44 feet along the Westerly right-of-way line of said Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence along the Southerly right-of-way line of Proposed Liberty Park Road (Variable Width) the following six courses: S86°22'39"W 79.15 feet, 239.70 feet along the arc of a 670.00 foot radius circular curve to the left, with a central angle of 20°29'54", having a chord which bears S76°07'32"W 238.42 feet, N24°07'26"W 15.00 feet, 220.66 feet along the arc of a 685.00 foot radius non-tangential circular curve to the left, with a central angle of 18°27'25", having a chord which bears S56°38'53"W 219.71 feet, S47°25'10"W 87.93 feet, and 136.28 feet along the arc of a 585.00 foot radius circular curve to the right, with a central angle of 13°20'51", having a chord which bears S54°05'35"W 135.97 feet; thence N47°32'09"W 15.93 feet; thence N21°20'11"W 31.63 feet; thence N68°39'49"E 21.70 feet; thence N23°28'15"E 49.59 feet; thence along the Northerly right-of-way line of said Liberty Park Road the following six courses: 59.55 feet along the arc of a 515.00 foot radius non-tangential circular curve to the left, with a central angle of 6°37'29", having a chord which bears N50°43'55"E 59.51 feet, N47°25'10"E 87.93 feet, 243.21 feet along the arc of a 755.00 foot radius circular curve to the right, with a central angle of 18°27'25", having a chord which bears N56°38'53"E 242.16 feet, N24°07'25"W 15.00 feet, 275.48 feet along the arc of a 770.00 foot radius non-tangential circular curve to the right, with a central angle of 20°29'54", having a chord which bears N76°07'32"E 274.01 feet, and N86°22'39"E 80.45 feet; thence S02°52'51"E 100.01 feet along said Westerly right-of-way line of said Dixon Road to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 1.47 acres of land, more or less. Having a net total acreage of 12.74 acres of land, more or less, being subject to easements and restrictions of record, if any.

Parcel No. 22-10-300-037; Part of Parcel No. 22-10-300-035; Part of Parcel No. 22-10-300-021; and
 (Part of Parcel No. 22-10-300-026 22-10-301-000ent)

ARTICLE II

LEGAL DESCRIPTION

Article II of the Master Deed is amended in its entirety to provide as follows:

The Land which is subject to the Condominium Project establishing this Master Deed is described as follows:

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

Commencing at the South ¼ corner of Section 10, T1N, R8E, City of Novi, Oakland County,

Michigan; thence N02°52'51"W 100.00 feet along the North-South ¼ line of said Section 10; thence S86°55'25"W 1166.78 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width) for a PLACE OF BEGINNING; thence continuing S86°55'25"W 57.55 feet along said Northerly right-of-way line of Twelve Mile Road; thence N03°04'35"W 20.00 feet; thence S86°55'25"W 434.87 feet along said Northerly right-of-way line of Twelve Mile Road; thence N06°13'29"W 17.53 feet; thence N33°31'03"W 110.50 feet; thence N24°15'28"E 108.66 feet; thence N16°28'32"W 82.90 feet; thence N79°59'59"W 44.69 feet; thence S41°27'44"W 35.36 feet; thence N83°45'26"W 138.83 feet; thence S30°17'49"W 69.14 feet; thence S69°19'39"W 63.21 feet; thence S01°54'55"W 191.22 feet; thence S86°55'25"W 518.62 feet along said Northerly right-of-way line of Twelve Mile Road; thence N02°55'25"W 1132.99 feet; thence N59°37'00"E 46.54 feet; thence N31°06'11"E 80.61 feet; thence N72°00'11"E 111.49 feet; thence N50°08'01"E 227.22 feet; thence N23°47'49"E 128.06 feet; thence N02°14'48"W 246.46 feet; thence N35°14'12"E 12.43 feet; thence N86°55'25"E 1053.89 feet; thence S15°29'45"W 22.78 feet; thence S01°20'25"W 235.54 feet; thence S49°28'54"E 100.15 feet; thence S85°34'55"E 106.00 feet; thence along the Northerly right-of-way line of Declaration Drive (Variable Width Public) the following six courses: 45.46 feet along the arc of a 515.00 foot radius non-tangential circular curve to the right, with a central angle of 5°05'13", having a chord which bears S76°26'42"W 45.44 feet, S78°58'25"W 190.94 feet, 126.34 feet along the arc of a 385.00 foot radius circular curve to the left, with a central angle of 18°48'06", having a chord which bears S69°34'22"W 125.77 feet, S60°10'19"W 70.33 feet, 242.84 feet along the arc of a 395.00 foot radius circular curve to the left, with a central angle of 35°13'24", having a chord which bears S42°33'37"W 239.03 feet, and 190.23 feet along the arc of 265.00 foot radius compound circular curve to the left, with a central angle of 41°07'33", having a chord which bears S04°23'03"W 186.17 feet; thence S70°03'29"W 89.08 feet; thence N56°25'49"W 57.38 feet; thence N87°16'32"W 69.05 feet; thence S48°32'39"W 82.29 feet; thence S04°44'04"W 106.12 feet; thence S74°33'39"E 75.34 feet; thence N71°31'40"E 64.80 feet; thence N34°51'14"E 75.99 feet; thence N83°15'53"E 40.42 feet; thence N62°18'54"E 82.78 feet; thence along the Westerly right-of-way line of said Declaration Drive the following seven courses: S27°36'04"E 241.06 feet, 60.47 feet along the arc of a 535.00 foot radius circular curve to the left, with a central angle of 6°28'34", having a chord which bears S30°50'21"E 60.44 feet, S34°04'38"E 218.37 feet, 144.71 feet along the arc of a 515.00 foot radius circular curve to the right, with a central angle of 16°05'57", having a chord which bears S26°01'40"E 144.23 feet, S72°01'18"W 15.00 feet, 134.22 feet along the arc of a 500.00 foot radius non-tangential circular curve to the right, with a central angle of 15°22'51", having a chord which bears S10°17'18"E 133.82 feet, and S02°35'53"E 231.36 feet to the Place of Beginning, being a part of the Southwest ¼ of said Section 10, containing 44.42 acres of land, more or less, being subject to easements and restrictions of record, if any.

DESCRIPTION OF PARCEL "B" (7.41 ACRES +/-):

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02°52'51"W 1816.71 feet along the Westerly right-of-way line of Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence S86°22'39"W 80.45 feet; thence 275.48 feet along the arc of a 770.00 foot radius circular curve to the left, with a chord bearing S76°07'32"W 274.01 feet; thence S24°07'25"E 15.00 feet; thence 243.21 feet along the arc of a 755.00 foot radius circular curve to the left, with a chord bearing S56°38'53"W 242.16 feet; thence S47°25'10"W 87.93 feet; thence 59.55 feet along the arc of a 515.00 foot radius circular curve to the right, with a chord bearing S50°43'55"W 59.51 feet; thence N23°28'15"E 4.40 feet; thence N12°08'44"W 47.61 feet; thence N78°41'53"W 51.08 feet; thence N30°56'01"W 119.85 feet; thence N30°58'56"E 26.27 feet; thence S84°25'55"E 103.16 feet; thence N61°37'39"E 89.94 feet; thence N14°40'01"E 33.63 feet; thence N28°32'28"W 141.49 feet; thence N14°02'46"E 127.95 feet; thence N19°38'58"W 78.69 feet; thence

N32°33'24"W 89.09 feet; thence N03°26'13"E 54.31 feet; thence N87°26'21"E 656.72 feet; thence S02°52'51"E 418.11 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 7.41 acres of land, more or less.

DESCRIPTION OF PARCEL "B" (5.35 ACRES +/-):

Commencing at the South 1/4 corner of Section 10, T1N, R8E, City of Novi, Oakland County, Michigan; thence N02°52'51"W 100.00 feet along the North-South 1/4 line of said Section 10; thence S86°55'25"W 43.00 feet along the Northerly right-of-way line of Twelve Mile Road (Variable Width); thence N02°52'51"W 1202.49 feet along the Westerly right-of-way line of Dixon Road (43 foot Half Width) for a PLACE OF BEGINNING; thence S87°10'53"W 157.85 feet; thence N07°04'10"W 141.73 feet; thence N64°00'20"W 84.92 feet; thence S79°56'28"W 93.47 feet; thence S27°12'51"W 129.32 feet; thence S78°17'28"W 122.77 feet; thence N53°53'22"W 120.46 feet; thence N68°40'30"W 60.03 feet; thence N17°41'08"E 60.52 feet; thence N47°32'09"W 58.42 feet; thence 136.28 feet along the arc of a 585.00 foot radius circular curve to the left, with a chord bearing N54°05'35"E 135.97 feet; thence N47°25'10"E 87.93 feet; thence 220.66 feet along the arc of a 685.00 foot radius circular curve to the right, with a chord bearing N56°38'53"E 219.71 feet; thence S24°07'26"E 15.00 feet; thence 239.70 feet along the arc of a 670.00 foot radius circular curve to the right, with a chord bearing N76°07'32"E 238.42 feet; thence N86°22'39"E 79.15 feet; thence S02°52'51"E 512.95 feet to the Place of Beginning, being a part of the Southwest 1/4 of said Section 10, containing 5.35 acres of land, more or less.

Together with and subject to the Consent Judgment between Sandstone Associates Limited Partnership and the City of Novi, in the 6th Circuit Court for the County of Oakland, State of Michigan, Case No. 95-501532CK, entered on July 24, 2002, the First Amendment to Consent Judgment dated May 10, 2004, the Second Amendment to Consent Judgment dated May 20, 2004, the Third Amendment to Consent Judgment dated December 20, 2004, and all subsequent amendments thereto, all of which are on file with the City and Developer; the Agreement for Entry of Consent Judgment and its Exhibits, including but not limited to Exhibit "O" "Regulations", dated June 25, 2002, and all subsequent amendments thereto, entered into between the City and Sandstone Limited Partnership, and on file with the City and the Developer. (the foregoing Consent Judgment, First Amendment to Consent Judgment, Second Amendment to Consent Judgment, Third Amendment to Consent Judgment and Agreement for Entry of Consent Judgment and amendments thereto being referred to together in this Master Deed as the "Consent Judgment"); Easement for Lift Station, recorded in Liber 26765, Page 132, Oakland County Records; and further subject to all other easements and restrictions of record and all governmental limitations. Reference is hereby made to all of the above identified documents for the full and further terms, conditions, requirements, obligations, covenants and regulations.

Parcel No. 22-10-300-030, Parcel No. 22-10-300-037; Part of Parcel No. 22-10-300-035; Part of Parcel No. 22-10-300-021; and Part of Parcel No. 22-10-300-026

ARTICLE III
ADDITION OF UNITS

Section 6.1 of the Master Deed is amended to provide that the maximum number of Units that the Condominium Project shall contain shall be three hundred five (305) Units.

Pursuant to the authority reserved to Developer in Article VI of the Master Deed, Developer hereby increases the number of Units in the Condominium Project by adding Units 114-305, inclusive, from the Area of Future Development. The modified size, boundaries and configuration of the Condominium Project and the additional Units are delineated on the attached Exhibit B.

ARTICLE IV
PERCENTAGE OF VALUE

The percentage of value for each Unit shall continue to be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project, with additional Units 114-305, inclusive, and concluding that there are no material differences among the Units where the allocation of percentage of value is concerned.

ARTICLE V
CONDOMINIUM SUBDIVISION PLAN

Sheets 1 through 20, inclusive, of Oakland County Subdivision Plan 1703, attached hereto shall, upon the recording of this First Amendment with the Oakland County Register of Deeds, replace and supersede all sheets of Oakland County Subdivision Plan 1703. Each Unit in the Condominium Project is described in the Oakland County Condominium Subdivision Plan 1703 recorded on January 11, 2005, in Liber 34747, Page 751, Oakland County Records.

ARTICLE VI
DECLARATION OF RECREATIONAL FACILITIES

The Master Deed is amended to add the following Article XII:

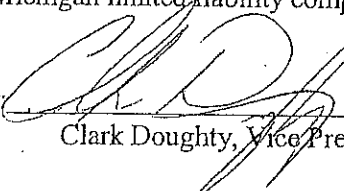
ARTICLE XII
DECLARATION OF RECREATIONAL FACILITIES

Developer intends to establish certain Recreational Facilities to be located within the adjacent condominium project known as The Townes at Liberty Park which Recreational Facilities shall be permitted to be used by both the owners and occupants of Units located within the Condominium Project and the owners and occupants of units located within The Townes at Liberty Park pursuant to the terms of the Declaration. Accordingly, the provisions of the Master Deed shall be subject to the provisions of the Declaration. In addition, notwithstanding anything to the contrary contained in the Master Deed any amendments to the Master Deed which conflict with the terms of the Declaration shall require the prior approval of the Board of Directors of the Recreational Facilities Association.

ARTICLE IX
RATIFICATION

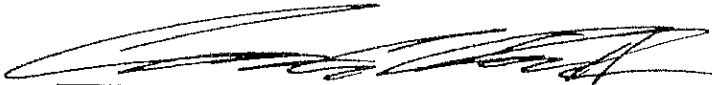
Except as provided in this First Amendment, the original Master Deed of Liberty Park, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions of this First Amendment and the provisions of the Master Deed, and the exhibits thereto, the provisions of this First Amendment shall control.

PULTE LAND COMPANY, LLC,
a Michigan limited liability company

By: 
Clark Doughty, Vice President

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on MARCH 24th, 2006, by Clark Doughty, the Vice President of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.


Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires: 8/6/07

PREPARED BY AND RETURN TO:

Duncan P. Ogilvie, Esq.
Seyburn, Kahn, Ginn, Bess & Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195

EXHIBIT A

DECLARATION OF RECREATIONAL FACILITIES COVENANTS,
CONDITIONS AND RESTRICTIONS

LIBERTY PARK RECREATIONAL FACILITIES

THIS DECLARATION OF RECREATIONAL FACILITIES COVENANTS, CONDITIONS AND RESTRICTIONS ("Declaration") is made this ___th day of March, 2006, by PULTE LAND COMPANY, LLC, a Michigan limited liability company, the address of which is 450 West Fourth Street, Royal Oak, Michigan 48067 ("Developer").

RECITALS

A. Developer is the owner of certain real property located in the City of Novi, Oakland County, Michigan, which is more fully described on Exhibit A attached hereto and made a part hereof (the "Property").

B. Developer is developing the Property as a mixed use residential project (the "Project") which will consist of one (1) single-family site condominium project known as Liberty Park which Developer established as a condominium project pursuant to a Master Deed recorded in Liber 34747, Page 751, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1703, as amended, and one (1) attached condominium project known as The Townes at Liberty Park which Developer established as a condominium project pursuant to a Master Deed recorded in Liber 34795, Page 182, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1705, as amended, as identified on the Site Plan attached hereto as Exhibit B.

C. Developer intends to establish certain Recreational Facilities described below within the Project to be used by both the owners and occupants of Units located within Liberty Park and the owners and occupants of Units located within The Townes at Liberty Park.

D. Developer records this Declaration for the purpose of reserving the right to designate and establish the Recreational Facilities and the Recreational Facilities Association defined below for the use and benefit of owners and occupants of the Units in Liberty Park and The Townes at Liberty Park. The benefits and burdens of this Declaration shall be binding upon all of the Owners and occupants of the Units, and shall run with the land.

NOW, THEREFORE, Developer declares that the Units are and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, conditions, reservations and grants:

1. DEFINITIONS.

Section 1.1 "Owner" or "Owners" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Unit in the Project, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Unit merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Unit by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Unit, or in the event any Unit is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

Section 1.2 Recreational Facilities shall mean that portion of the Project and any improvements constructed thereon that Developer designates as the area to be used by the Owners and Occupants of Units in the Property in common, for recreational purposes in accordance with this Declaration. The Recreational Facilities shall consist of a swimming pool, pool building and related parking areas, driveways, open space areas and landscaping, located within the Property as shown on the Site Plan attached hereto as Exhibit B.

Section 1.3 “Recreational Facilities Association” shall mean the Liberty Park Recreational Facilities Association, a Michigan non-profit corporation which may be formed by Developer for the purposes described herein, and its successors and assigns. The Recreational Facilities Association shall have specific rights and obligations with respect to the Recreational Facilities, including the maintenance of such facilities and the ability to assess the Recreational Facilities Members for payments of such costs, as provided in this Declaration.

Section 1.4 “Recreational Facilities Member” or “Member” shall mean a member of the Recreational Facilities Association. Every current Owner of a Unit within Liberty Park or The Townes at Liberty Park, as of the date of this Declaration, may elect to become a member of the Recreational Facilities Association. Every Owner who purchases a Unit within Liberty Park or The Townes at Liberty Park after the date of this Declaration shall automatically become a member of the Recreational Facilities Association commencing on the date on which such Owner is conveyed fee simple title to a Unit.

Section 1.5 “Unit” or “Units” shall mean each residential condominium unit, as identified on the condominium subdivision plan and master deed of Liberty Park and/or The Townes at Liberty Park when recorded, as it may be amended, modified, contracted or expanded.

2. RECREATIONAL FACILITIES ASSOCIATION.

Section 2.1 Creation And Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as the Liberty Park Recreational Facilities Association. The Recreational Facilities Association and the Recreational Facilities Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Recreational Facilities Association.

The sole purpose of the Recreational Facilities Association shall be to insure, maintain, repair, replace and administer the Recreational Facilities for the common use of Owners of Units in the Project as Recreational Facilities Members, to arrange for the provision of services and facilities to the Recreational Facilities and, in general, to maintain and promote the desired character of the Recreational Facilities and to administer the affairs of the Recreational Facilities Association.

Section 2.2 Membership. Developer and every Owner of Unit in the Project shall be Recreational Facilities Members. Each Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to a Unit, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase a Unit. All membership rights and obligations shall be deemed a part of and may not be separated from, the ownership of any Unit.

Section 2.3 Voting Rights. The Recreational Facilities Association shall have two (2) classes of voting Members, as follows:

A. Class A Votes. Class A Recreational Facilities Members shall consist of all Owners of Units in the Project other than Developer. Each Class A Recreational Facilities Member shall be entitled to one vote on each matter submitted to a vote of the Recreational Facilities Members for each Unit within the Project owned by the Class A Recreational Facilities Member. Where title to a Unit in

the Project is held by more than one person or entity, all such persons or entities shall be Recreational Facilities Members and jointly shall be entitled to only one vote per Unit. Where a Unit has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Unit. Multiple Owners (including co-purchasers under a land contract) may exercise said one vote per Unit as they may mutually agree, and such co-owners or co-purchasers shall notify the Recreational Facilities Association in writing of the person entitled to exercise such vote. In the event any multiple Owner fails to provide such notice to the Recreational Facilities Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Recreational Facilities Member authorized to vote on behalf of all the multiple Owners of a Unit and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

B. **Class B Votes.** Developer shall be a Class B Recreational Facilities Member. In order to assure the orderly development and maintenance of the Recreational Facilities, the Class B Recreational Facilities Member shall be entitled to three (3) votes for each Unit owned by Developer within the Project. Class B membership shall terminate as to any Units owned by Developer at the time any such Unit is sold and conveyed to an Owner other than Developer, which Owner shall thereafter be Class A Recreational Facilities Member.

Section 2.4 Articles And By-Laws. The Recreational Facilities Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration, as it may be amended. In the event there exists any conflict between the provisions of the Recreational Facilities Association's Articles of Incorporation and By-Laws, the provisions of this Declaration, shall control, followed in priority by the provisions the Articles of Incorporation and then the By-Laws.

Section 2.5 Directors. The right to manage the affairs of the Recreational Facilities Association shall be exclusively vested in the Recreational Facilities Association Board of Directors. Developer or its designated representative shall be the sole Director until such time as one hundred (100%) percent of the Units that may be created within the Project have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Recreational Facilities Members of the Recreational Facilities Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Recreational Facilities Association.

3. **RECREATIONAL FACILITIES.**

Section 3.1 Right Of Recreational Facilities Members To Use Recreational Facilities. Each Owner that is a Member of the Recreational Facilities Association shall have the right and non-exclusive easement to use the Recreational Facilities for the purposes provided herein. The easement rights of such Owner shall exist notwithstanding the fact that the Recreational Facilities may be described as a general common element, and each Owner's easement and right to use the Recreational Facilities shall be deemed a part of, and shall pass with title to, every Unit, regardless of whether such easement is specifically referenced in the deed conveying such Unit.

In addition, the Recreational Facilities shall be used subject to the following general provisions:

A. The Recreational Facilities Association shall have the right to establish non-discriminatory rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Recreational Facilities and for the proper maintenance, repair, and replacement of the Recreational Facilities and the improvements and facilities located thereon.

B. The Recreational Facilities Association shall have the right to suspend the voting rights of any Recreational Facilities Member and the right of any Recreational Facilities Member (including such Recreational Facilities Member's guests, invitees or family members) to use the Recreational Facilities, for: (i) any period for during which any assessment against such Recreational Facilities Member's Unit is delinquent; and (ii) a period not in excess of thirty (30) days for each and every infraction or each occurrence of a reported infraction of any rules or regulations promulgated by the Board of Directors.

C. The Recreational Facilities Association shall have the right to charge reasonable admission and other fees for the use of the Recreational Facilities to be used for the purposes of maintaining and administering the Recreational Facilities.

Section 3.2 Restrictions Regarding Recreational Facilities. The Recreational Facilities and all improvements and facilities located thereon may be used for passive and active sports, for recreational, social, civic and cultural activities, and for the common use and enjoyment of the Recreational Facilities Members.

Section 3.3 Maintenance And Insurance Of Recreational Facilities. The Recreational Facilities Association shall be responsible for the maintenance, repair, replacement and operation of the Recreational Facilities, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Recreational Facilities and the provisions of the Declaration, as hereby amended. The Recreational Facilities Association shall at all times keep in full force and effect, with respect to the Recreational Facilities, comprehensive public liability and property damage insurance with limits as deemed appropriate by the Board of Directors.

In the event that the Recreational Facilities Association shall at any time fail to carry out the responsibilities specified in the paragraph immediately above, and/or in the event of a failure to preserve and/or maintain such areas or facilities in reasonable order and condition, the City may serve written notice upon the Recreational Facilities Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period, and the date, time and place of the hearing before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the Recreational Facilities Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall thereupon have the power and authority, but not obligation, to enter upon the property, or cause its agents or contractors to enter upon the property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the Recreational Facilities Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the residential Units which are owned by Members of the Recreational Facilities Association. The City may require the payment of such monies prior to the commencement of work. If such costs and expenses have not been paid within 30 days of a billing to the Recreational Facilities Association, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each Unit, and shall accrue interest and penalties, and be collected as, and deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the Recreational Facilities Association, and, in such event, the Recreational Facilities Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

Section 3.4 Recreational Facilities Easements. Developer and the Recreational Facilities Association, and their agents and representatives, shall have a perpetual easement for reasonable access to the Recreational Facilities, at all reasonable times, for purposes of maintenance, repair, replacement, operation and improvement thereof.

Neither Developer nor the Recreational Facilities Association shall have the right to dedicate or transfer all or any part of the Recreational Facilities to the public use; provided, however, Developer and the Recreational Facilities Association shall have the exclusive right to reserve, dedicate and/or grant public or private easements within the Recreational Facilities for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, water mains, sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer and the Recreational Facilities Association reserve the right to assign any such easements to units of government or public and/or private utilities; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer and the Recreational Facilities Association may determine the location and configuration of such easements at its sole discretion.

4. COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES.

Section 4.1 Creation Of The Lien And Personal Obligation For Assessments. In addition to any and all assessments levied pertaining to the Units under the master deed and bylaws of Liberty Park and/or The Townes at Liberty Park, each Owner other than Developer, (i) by electing to become a Member of the Recreational Facilities Association, or (ii) by accepting title to a Unit after the date hereof, or, by entering into a land contract for the purchase of a Unit after the date hereof, shall be deemed to covenant and agree to pay to the Recreational Facilities Association, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Owner's instrument of conveyance or land contract:

- A. annual assessments to meet regular Recreational Facilities Association expenses; and
- B. special assessments for capital improvements, to be established and collected as set forth below; and
- C. all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Recreational Facilities Association with respect to the Recreational Facilities.

The foregoing assessments, together with such interest thereon and costs of collection thereof (including court costs and reasonable attorneys' fees) which are described below, shall be a lien on the Unit against which they are made and all improvements thereon. Each such assessment, together with interest thereon, and the costs of collection thereof, in addition to constituting a lien on such Unit and improvements, shall also constitute a joint and several personal obligation of the person or persons who was/were the Owner(s) of the Unit on the date the assessment was established.

Section 4.2 Purpose Of Annual Assessments. The annual assessments levied under the foregoing Article 4.1 A and under Section 5, below shall be used by the Recreational Facilities Association for the purpose of: (i) maintaining, repairing, replacing and operating the Recreational Facilities; and (ii) discharging any taxes, insurance premiums and mortgage installments relating to the Recreational Facilities.

Section 4.3 Annual Assessments. Commencing in the year the Recreational Facilities Association is formed, and for each fiscal year of the Recreational Facilities Association thereafter, annual assessments shall be levied and paid in the following manner:

A. The Board of Directors of the Recreational Facilities Association shall levy against each Unit, an assessment based upon the projected costs, expenses and obligations of the Recreational Facilities Association for the ensuing fiscal year, which assessment shall be a specified amount per Unit. In the event the actual costs, expenses and obligations of the Recreational Facilities Association exceed the amount projected, the Board of Directors of the Recreational Facilities Association shall have the right to levy against each Unit such additional assessments as may be necessary to defray such costs, expenses and obligations.

B. For the first year in which the Recreational Facilities Association is formed, the annual pro-rata assessment shall be \$105 per Unit, as determined by Developer in its sole discretion. After the first year, Developer has the right, in the exercise of its sole discretion, to raise the annual pro-rata assessment to an amount not to exceed \$150 per Unit. Within thirty (30) days following the beginning of each fiscal year of the Recreational Facilities Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A Votes and Class B Votes, cast in person or by proxy at a meeting of the Recreational Facilities Association called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 4.4 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Recreational Facilities Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

C. Any owner who acquires a Unit from Developer or from a person or entity exempt from the payment of assessments under Section 4.7B below, shall pay to the Recreational Facilities Association, on the date said Unit is conveyed to the owner, an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such owner shall be liable for any and all assessments levied in accordance with this Article 4.

D. The fiscal year of the Recreational Facilities Association shall be established in the manner set forth in the Recreational Facilities Association's By-Laws.

E. The Recreational Facilities Association's Board of Directors, in its discretion, may establish an installment program for the payment of any regular, special or deficiency assessment and may charge interest in connection therewith.

Section 4.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized by Section 4.3 above, the Recreational Facilities Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements or facilities on the Recreational Facilities, including any fixtures, equipment, and other personal property relating thereto; provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A Votes and Class B Votes, cast in person or by proxy at a meeting of the Recreational Facilities Association duly called for such purpose. Written notice of such meeting shall be sent to each Owner at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Recreational Facilities Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the

Recreational Facilities Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 4.4 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 4.5 Uniform Assessment Rate. All annual, special and deficiency assessments of the Recreational Facilities Association shall be fixed and established at the same rate for all Members and shall be calculated based upon the total number of Members who belong to the Recreational Facilities Association.

Section 4.6 Certificate With Respect To Assessments. Upon the written request of any Member, the Recreational Facilities Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Member's Unit. Any such certificate, when properly issued by the Recreational Facilities Association, shall be conclusive and binding with regard to the status of the assessment as between the Recreational Facilities Association and any bona fide purchaser of said Unit or described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

Section 4.7 Exemptions From Assessments. All Units within the Project owned by Developer or any affiliate of Developer shall be exempt from all annual, special and deficiency assessments. Upon conveyance of any Unit by Developer to an Owner, the exemption for each such Unit shall thereupon cease and such Unit shall then be liable for the prorated balance of that fiscal year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any Units owned by Developer shall not be exempt from assessments by the City for real property taxes and other charges.

Section 4.8 Subordination Of Liens To Mortgages. The lien for assessments provided for in this Article 4 shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Unit, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Unit in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior owner of said Unit be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Unit from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Unit from liability for any assessment, interest or charges which thereafter become due or from any lien therefore.

Section 4.9 Collection Of Assessment And Creation Of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the Recreational Facilities Association may sue the Member and obtain a personal judgment against said Member and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

5. GENERAL PROVISIONS.

Section 5.1 Amendment.

- A. Developer may amend the covenants, conditions, restrictions and agreements of this Declaration, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Unit or any portion of the Project, including mortgagees and lienholders), at any time prior to the closing of the sale of the first Unit, subject to the approval of the City if such approval is required.
- B. Developer may unilaterally amend this Declaration without the consent of any Owner, to designate or specify the location and nature of the Recreational Facilities or to add additional land to the Project at any time, including Future Phases, in which event, the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land, or Units therein, except as may be otherwise specified in the Amendment recorded by Developer. Any additional Units added to the Project by an amendment to this Declaration shall be considered Units for purposes of this Declaration. In addition, provided that Developer has an ownership interest in all, or any part, of the Project, Developer, without the consent of any Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Unit, including mortgagees and lienholders), may amend this Declaration as necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to all or any part of the Project.
- C. In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration may be amended at any time following the date on which a Unit has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners (including Developer) of not less than seventy-five (75%) percent of the Units; and (ii) Developer, in the event Developer then continues to own any Unit or any portion of the Project. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

Section 5.2 Term. The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of thirty (30) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners (including Developer) of not less than seventy-five (75%) percent of the total Units and (ii) Developer, in the event Developer then continues to own any Unit or any portion of the Project.

Section 5.3 Enforcement. Developer, the Association and any Member, shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Member to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

Section 5.4 Insurance Proceeds. All proceeds of any insurance maintained with respect to any assets of the Association, and the Recreational Facilities (if the Recreational Facilities have been conveyed to the Recreational Facilities Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Recreational Facilities Association or the Recreational Facilities (if the Recreational Facilities have been conveyed to the Association) shall be paid to the Recreational Facilities Association and shall be the property of the Recreational Facilities Association and not of its members or any other persons or entities.

Section 5.5 Severability. The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

Section 5.6 Notices. Each Member shall file with the Developer the Member's correct mailing address, and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the file available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Member at their last known address shall be sufficient and proper notice to such owner, wherever notice is required in this Declaration.

Section 5.7 Execution Of Additional Documents. Each Member agrees, at the request of Developer or the Recreational Facilities Association, and at no expense to the Member, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Recreational Facilities Association, to carry out the purposes of this Declaration.

Section 5.8 Assignment Of Developer's Rights. Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Recreational Facilities Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Macomb County Register of Deeds.

PULTE LAND COMPANY, LLC,
a Michigan limited liability company

By: _____
Clark Doughty, Vice President

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me on _____, 2006, by Clark Doughty, the Vice President of Pulte Land Company, LLC, a Michigan limited liability company, on behalf of the company.

Notary Public, Oakland County, MI
Acting in Oakland County, Michigan
My Commission Expires: _____

PREPARED BY AND RETURN TO:

Duncan P. Ogilvie, Esq.
Seyburn, Kahn, Ginn, Bess & Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195

EXHIBIT A
TO
DECLARATION OF RECREATIONAL FACILITIES COVENANTS,
CONDITIONS AND RESTRICTIONS

LEGAL DESCRIPTION OF THE PROPERTY

Liberty Park:

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

Units 1 through 305, inclusive of LIBERTY PARK, according to the Master Deed thereof recorded in Liber 34747, Pages 751 through 825, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1703, and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

The Townes at Liberty Park:

Land situated in the City of Novi, County of Oakland, State of Michigan, is described as follows:

Units 1 through 456, inclusive of THE TOWNES AT LIBERTY PARK, according to the Master Deed thereof recorded in Liber 34795, Pages 182 through 248, both inclusive, Oakland County Records, and designated as Oakland County Condominium Subdivision Plan No. 1705, and any amendments thereto, together with an undivided interest in the common elements of said condominium as set forth in said Master Deed, and any amendments thereto, and as described in Act 59 of the Public Acts of Michigan of 1978, as amended.

EXHIBIT B
TO
DECLARATION OF RECREATIONAL FACILITIES CONVENANTS,
CONDITIONS AND RESTRICTIONS

SITE PLAN

Herriman & Associates Inc

41486 Wilcox

Plymouth, MI 48170

734-459-5440

Credit Sale Transaction

05/09/2019 09:39 AM

Invoice: 3278

Total: USD \$60.00

Payment Information

Payment: 60.00

AuthCode: 01407C

Card Type: MASTERCARD

Card: *****3705

Exp: **/****

TranID: 20190509093905-0115492-3278

Description: BYLAWS-45223Bartlett

(Merchant Copy)