

PURCHASER INFORMATION BOOKLET

FOR

The Villas of Northwyck

A Condominium Project

in the

City of Troy, Oakland County, Michigan

Developed by:

Robertson Northwyck, L.L.C.
6905 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48301

PURCHASER INFORMATION BOOKLET

FOR

THE VILLAS OF NORTHWYCK

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CONDOMINIUM SUBDIVISION PLAN

THE TOWNES OF NORTHWYCK ASSOCIATION ARTICLES OF INCORPORATION

ESCROW AGREEMENT

THE TOWNES OF NORTHWYCK ASSOCIATION RULES AND REGULATIONS AS THEY
APPLY TO THE ARCHITECTURAL CONTROL POLICY

113209
LIBER 32373 PAGE 229
\$13.00 MISC RECORDING
\$4.00 REMONUMENTATION
03/03/2004 01:28:15 P.M. RECEIPT# 27366
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

COPY

MASTER DEED

THE VILLAS OF NORTHWYCK

This Master Deed is made and executed on this 23rd day of February, 2004, by Robertson Northwyck, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", whose post office address is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with 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 Condominium Project under the provisions of the Act.

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Villas of Northwyck, Oakland County Condominium Subdivision Plan No. 1608. The engineering and architectural plans for the Project were approved by, and are on file with, the City of Troy. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an

exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

A part of the Northwest $\frac{1}{4}$ of Section 2, T-2-N., R-11-E., City of Troy, Oakland County, Michigan, being part of Lot 14 and all of Lots 15 through 26 and the South $\frac{1}{2}$ of Lot 27 and all of Lots 28 through 30 of "Eyster's Suburban Home Subdivision" as recorded in Liber 44, Page 27, of Plats, Oakland Records; also all that part of vacated Eckerman Avenue (Platted as Eaton Avenue) (60 feet wide), vacated Barabeau Avenue (Platted as Bromley Avenue) (60 feet wide) and vacated Lovell Avenue (30 feet wide) all lying within the bounds of this Parcel, all being more particularly described as: commencing at the West $\frac{1}{4}$ corner of said Section 2; thence N.00°02'23"W., 1516.13 feet along the West line of said Section 2 (Rochester Road); thence S.89°43'00"E., 75.00 feet; thence N.00°02'23"W., 425.00 feet to a point on the South line of said "Eyster's Suburban Home Subdivision"; thence S.89°43'00"E., 376.22 feet along said South line to a point on the Southerly extension of the Westerly line of said Lot 12; thence N.00°00'00"W., 200.00 feet; thence S.89°43'00"E., 275.65 feet along the North line of said Lots 12 and 13 and in part Lot 14 to the point of beginning; thence continuing S.89°43'00"E., 1384.35 feet along the North line of said Lots 14 through 26 to the Northeast corner of Lot 26; thence S.00°00'00"E., 85.00 feet along the East line of said Lot 26; thence S.89°43'00"E., 100.00 feet to a point on the West line of Lot 28; thence N.00°00'00"W., 85.00 feet along said West line of the Northwest corner of Lot 28; thence S.89°43'00"E., 300.00 feet along the North line of Lots 28 through 30 to the Northeast corner of Lot 30; thence S.00°00'00"E., 200.00 feet; thence S.89°43'00"E., 121.89 feet; thence S.00°39'30"W., 39.04 feet; thence S.89°43'00"E., 43.16 feet to a point on the West line of "Emerald Lakes Village No. 7", as recorded in Liber 134, Pages 14 through 16 of Plats, Oakland County Records, said point also being a point on the North-South $\frac{1}{4}$ line of said Section 2 as occupied; thence S.00°39'30"W., 288.76 feet along said line; thence N.89°43'00"W., 398.29 feet; thence S.57°44'39"W., 332.62 feet; thence N.89°43'00"W., 283.63 feet; thence N.68°28'38"W., 285.75 feet; thence S.11°12'16"E., 92.67 feet; thence N.79°32'53"W., 162.50 feet; thence S.83°59'20"W., 92.96 feet; thence S.58°45'54"W., 91.94 feet; thence N.89°43'03"W., 29.82 feet; thence N.33°51'39"W., 61.18 feet; thence N.89°43'00"W., 96.61 feet; thence N.54°44'53"W., 83.67 feet; thence N.89°43'00"W., 135.59 feet; thence N.14°31'33"W., 58.23 feet; thence along a curve to the right 70.08 feet, said curve having a radius of 265.00 feet, a central angle of 15°09'06" and a long chord bearing of N.06°57'00"W., 69.87 feet; thence along a curve to the left 102.74 feet, said curve having a radius of 228.78 feet, a central angle of 25°43'50" and a long chord bearing of N.10°51'23"W., 101.88 feet; thence N.23°43'18"W., 67.98 feet; thence N.66°27'27"E., 31.31 feet; thence N.00°17'00"E., 324.65 feet to the point of beginning and containing 27.361 acres.

Subject to and together with a certain Permanent Easement for the Ferry (County) Drain set forth in Article VIII, Section 7 below; the Development Agreement for the Woodside Bible Church/Northwyck Planned Unit Development Agreement entered into with the City of Troy and the Woodside Bible Church

dated May 28, 2003, as amended from time to time ("PUD Agreement"); the Conservation Easement for the benefit of the City of Troy to be recorded at the office of the Oakland County Register of Deeds; the Conservation Easement for the benefit of the Michigan Department of Environmental Quality to be recorded at the office of the Oakland County Register of Deeds; Boardwalk Easement to be recorded at the office of the Oakland County Register of Deeds; and Perpetual Easement and Maintenance Agreement to be recorded at the office of the Oakland County Register of Deeds. Further subject to and together with all easements and restrictions of record and all governmental limitations. And further together with an easement for access and utility purposes as reserved in the Master Deed for The Townes of Northwyck recorded in Liber 30704, at Pages 227 through 284, Oakland County Records.

ARTICLE III

DEFINITIONS

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

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means The Villas of Northwyck Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as provided for under the Michigan Nonprofit Corporation Act.

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Villas of Northwyck as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means The Villas of Northwyck as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe The Villas of Northwyck as a completed Condominium Project and shall reflect the entire land area in the Condominium and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously 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 the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or recreational development within a two mile radius of the Condominium.

Section 11. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Robertson Northwyck, L.L.C., 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.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in The Villas of Northwyck, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where the same would be appropriate; similarly, whenever a reference is made herein to

the singular, a reference shall also be included to the plural where the same would be appropriate and vice versa.

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

Section 1. General Common Elements. The General Common Elements are:

(a) Land. The land described in Article II hereof, including, roads and sidewalks not identified as Limited Common Elements.

(b) Electrical. The electrical transmission system throughout the Project, including that contained within Unit walls and/or subfloors/ceilings and any common site lighting system and exterior fixtures, up to the point of connection with, but not including, electrical fixtures and outlet boxes within any Unit.

(c) Telephone. The telephone system throughout the Project up to the point of entry to each Unit.

(d) Gas. The gas distribution system throughout the Project, including that contained within Unit walls and/or subfloors/ceilings, up to the point of connection with gas fixtures, but not including the fixture or shut off valve within any Unit.

(e) Water. The water distribution system throughout the Project, including that contained within Unit walls and/or subfloors/ceilings, up to the point of connection with the shut-off valve. Also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls which are installed by the Developer or the Association.

(f) Sanitary Sewer. The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(g) Storm Water Sewer and Storm Water Detention Area. The storm water sewer system throughout the Project, including the storm water detention area depicted on Exhibit B attached and the underground perimeter drainage pipe up to the point of connection with either a sump crock, a gravity discharge or the storm water main.

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

(i) Construction. Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, supporting beams, floor construction between Unit levels and chimneys.

(j) Beneficial Easements. The beneficial easements described herein and of record.

(k) Privacy Fences. The privacy fences, if any, either surrounding or separating the privacy areas.

(l) Perimeter Fences. The fence located along the side North of the Condominium and the fence along the perimeter of the area depicted on Exhibit B as the "Conservation Easement", but not including any fence owned by the adjoining property owner.

(m) Mailboxes. The mailboxes.

(n) Recreational Facilities. The Recreational Facilities (as defined below), if and when the Developer elects to build same, which are originally depicted on Exhibit B as "Need Not Be Built".

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

Some or all of the utility lines, systems (including mains and service leads) and equipment described above 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.

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) Porches. Each porch in the Project is restricted in use to the Co-owner of the Unit which opens into such porch as shown on Exhibit B hereto.

(b) Privacy Areas and Walk Areas. Each individual privacy area and walk area in the Project is restricted in use to the Co-owner of the Unit which opens into such privacy area or which the walk area services, as shown on Exhibit B hereto.

(c) Air Conditioner Compressors. Each individual air conditioner compressor and its pad in the Project and the ground surface immediately below the same is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) Garage Parking Spaces and Driveways. Each parking space within each parking garage and adjacent drive area are both appurtenant to a specific Unit as Limited Common Elements as such garage and drive area are designated on Exhibit B hereto with numbers which correspond to the Unit to which such garage space and adjacent drive area respectively appertain.

(e) Garage Doors and Garage Door Openers. Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) Doors and Windows. Doors, windows and window screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) Sidewalks. Certain sidewalks shall be limited in use to the Co-owner of the Unit serviced thereby.

(h) Sump Pumps. Each sump pump, including the sump pit and all piping up to the point of connection to the main storm water drainage pipe, wiring and other material appurtenant thereto, shall be limited in use to the Co-owner of the Unit serviced thereby.

(i) Interior Surfaces. The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

(j) Electric and Gas Meters. The electric and gas meters that service individual Units shall be limited in use to the Unit serviced thereby.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) Porches. The costs of maintenance, repair and replacement of each porch described in Article IV, Sections 2(a) above shall be borne by the Association.

(b) Privacy Areas and Walk Areas. The costs of maintenance, repair and replacement of each privacy area described in Article IV, Section 2(b) and the contents and attachments thereon, shall be borne by the Co-owner of the Unit which is serviced thereby; except that the maintenance, repair and replacement of all landscaping lying within privacy areas shall be an Association obligation. Co-owners may be permitted (but shall not be entitled), upon specific written approval of the Developer and the Association, to construct patios, decks, landscaping and similar improvements within only the areas defined on Exhibit B hereto as "Privacy Area". Sidewalks only can be constructed within the areas defined on Exhibit B hereto as "Walk Area". The precise number, size and type of construction of such improvements shall be approved in writing by the Developer and the Association prior to construction. Co-owners are also obligated to obtain from the City of Troy any permits that may be necessary prior to undertaking any proposed improvements. So long as such approved improvements do not extend beyond the Limited Common Elements, as shown on Exhibit B hereto, they need not be precisely depicted on the Condominium Subdivision Plan. Neither the Association nor the Developer shall be obligated to approve any particular proposed installation but may exercise absolute discretion in approving or disapproving the same.

(c) Wood Decks and Privacy Fences. The responsibility for staining the deck rails, skirt boards of each wood deck appurtenant to a Unit, including any and all wood decks that may be located within privacy areas referred to in Article IV, Section 2(b) above and privacy fences referred to in Article IV, Section 1 (k), shall be borne by the Association and the cost therefor shall be assessed monthly to only those Co-owners who benefit from the wood decks or privacy fences, which assessment shall be proportionately related to the size of each wood deck. The responsibility and cost of all other maintenance of wood decks, as well as the repair and replacement of wood decks, shall be borne by the Co-owner of the Unit to which the deck is appurtenant.

(d) Air Conditioner Compressors. The costs of maintenance, repair and replacement of each individual air conditioner compressor, its related pad and the ground surface immediately below the same as described in Article IV, Section 2(c) above shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(e) Doors and Windows. The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(f) Sidewalks. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks, including those located within the privacy areas and walk areas described in Article IV, Section 2(b) above.

(g) Interior Surfaces. The costs of decoration and maintenance (but not repair or replacement, except in cases of Co-owner fault) of all surfaces referred to in Article IV, Section 2(i) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(h) Utility Costs. All costs of electricity and natural gas flowing through the meters described in Article IV, Section 2(j) above shall be borne by the Co-owner of the Unit serviced by such meters.

(i) Garage Doors and Garage Door Openers. The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.

(j) Site Lighting. The cost of electricity for the exterior lighting fixtures attached either to a Unit or garage shall be metered by the individual electric meter of the Co-owner to whose Unit or garage the same are respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. The cost of electricity for street lights shall be charged directly to the Association. All site lighting fixtures shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. 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 and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof and shall not be removed or disengaged by the Co-owners.

(k) Garage Parking Spaces and Driveways. The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Association. The Association shall also be responsible for snow removal with respect to all driveways. Notwithstanding the foregoing, the ordinary cleaning of garage parking spaces and driveways shall be the responsibility of the Co-owner of the Unit serviced by the garage parking space and driveway.

(l) Perimeter Fences. The cost of maintenance, repair and replacement of the fences referenced in Article IV, Section 1(l) above shall be borne by the Association. The stain used on the fence along the Northerly perimeter shall be the standard established by the

Developer so that the appearance of the fence matches the extension of the fence located on the adjoining development, The Townes of Northwyck.

(m) Mailboxes. The repair, replacement and maintenance of the mailboxes including the stand, shall be borne by the Association.

(n) Sump Pumps. The costs of maintenance, repair and replacement of sump pumps described in Section 2(h) above, including the sump crock and pipes leading to either the point of discharge or connection with the storm water main, shall be borne by the Co-owner serviced thereby.

(o) Storm Water Sewer and Storm Water Detention Area. The costs of maintenance, repair and replacement of the storm water sewer system described in Article IV, Section 1(g) above shall be borne by the Association.

(p) Other. The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

Section 4. Conservation Easement and Wetlands. Wetlands are located on and within the Condominium and are depicted on Exhibit B hereto. The wetlands shall be preserved in their natural state and condition and no activities shall be conducted within the wetlands unless otherwise authorized by law or, where necessary, an appropriate permit from the City, the Michigan Department of Environmental Quality ("MDEQ") and/or the United States Environmental Protection Agency, as the case may be. Permits have been issued by the MDEQ, Permit Nos. 90-14-1354-P and 02-63-0318-P, to allow for the reconfiguration of the existing wetlands. The Developer plans to undertake the initial activities to accomplish the reconfiguration of the wetlands. Permit No. 02-63-0318-P requires certain ongoing monitoring of the mitigation wetland development for a period of three (3) years. The Association shall undertake the monitoring obligations in accordance with the MDEQ Permit.

Section 5. Use. No Co-owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Villas of Northwyck as prepared by Giffels - Webster Engineers, Inc. and Barton & Associates and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Troy. Each Unit shall include: (1) with respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative

characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

Section 3. Modification of Units; Convertible Areas. The size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units described in Exhibit B, as it may be revised or amended from time to time, may be modified, in Developer's sole discretion, by conversion of any portion or portions of such Units and Common Elements. Developer also reserves the right, at its sole discretion, to construct the Recreational Facilities (as defined below) within the General Common Elements, the maintenance, repair and replacement of which shall be the administrative expenses of the Association. Such modifications may be implemented by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person. Any such modifications shall be reasonably compatible, in nature and extent, with other improvements in the Project. Further, the Developer may, in connection with the exercise of its convertibility, modification and amendment rights hereunder, readjust percentages of value for all Units in a manner which gives reasonable recognition to such Unit or Limited Common Element modifications based upon the method of original determination of percentages of value for the Project. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and, subject to the limitations set forth herein, proportionate reallocation of percentages of value of existing Units which Developer or its successor may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other Documents necessary to effectuate the foregoing. The Developer's convertibility and modification rights hereunder shall be exercised by it within a period ending no later than six years from the date of recording this Master Deed.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 15 buildings containing 86 Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. Developer reserves the right, however, to establish a Condominium Project consisting of fewer buildings and/or Units than described above and to withdraw from the project all or some portion of the following described land:

A part of the Northwest $\frac{1}{4}$ of Section 2, T-2-N., R-11-E., City of Troy, Oakland County, Michigan, being part of Lot 14 and all of Lots 15 through 26 and the South $\frac{1}{2}$ of Lot 27 and all of Lots 28 through 30 of "Eyster's Suburban Home Subdivision" as recorded in Liber 44, Page 27, of plats, Oakland Records; also all that part of vacated Eckerman Avenue (platted as Eaton Avenue) (60 feet wide), vacated Barabeau Avenue (platted as Bromley Avenue) (60 feet wide) and vacated Lovell Avenue (30 feet wide) all lying within the bounds of this parcel, all being more particularly described as: commencing at the West $\frac{1}{4}$ corner of said Section 2; thence N.00°02'23"W., 1516.13 feet along the West line of said Section 2 (Rochester Road); thence S.89°43'00"E., 75.00 feet; thence N.00°02'23"W., 425.00 feet to a point on the South line of said "Eyster's Suburban Home

Subdivision"; thence S.89°43'00"E., 376.22 feet along said South line to a point on the Southerly extension of the Westerly line of said Lot 12; thence N.00°00'00"W., 200.00 feet; thence S.89°43'00"E., 685.65 feet along the North line of said Lots 12 through 17 and in part Lot 18 to the point of beginning; thence continuing S.89°43'00"E., 974.35 feet along the North line of said Lots 14 through 26 to the Northeast corner of Lot 26; thence S.00°00'00"E., 85.00 feet along the East line of said Lot 26; thence S.89°43'00"E., 100.00 feet to a point on the West line of Lot 28; thence N.00°00'00"W., 85.00 feet along said West line to the Northwest corner of Lot 28; thence S.89°43'00"E., 300.00 feet along the North line of Lots 28 through 30 to the Northeast corner of Lot 30; thence S.00°00'00"E., 200.00 feet; thence S.89°43'00"E., 121.89 feet; thence S.00°39'30"W., 39.04 feet; thence S.89°43'00"E., 43.16 feet to a point on the West line of "Emerald Lakes Village No. 7", as recorded in Liber 134, Pages 14 through 16 of plats, Oakland County Records, said point also being a point on the North-South ¼ line of said Section 2 as occupied; thence S.00°39'30"W., 288.76 feet along said line; thence N.89°43'00"W., 398.29 feet; thence S.57°44'39"W., 332.62 feet; thence N.89°43'00"W., 283.63 feet; thence N. 68°28'38"W., 285.75 feet; thence S.11°12'16"E., 92.67 feet; thence N.79°32'53"W., 162.50 feet; thence S.83°59'20"W., 92.96 feet; thence S.58°45'54"W., 91.94 feet; thence N.00°29'49"E., 723.57 feet to the point of beginning and containing 21.308 acres.

(hereinafter referred to as "contractable area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of buildings and/or Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, which time period may be extended pursuant to Section 67(3) of the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 15. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractable area described in this Article VI, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VI as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six 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 so withdrawn. There is no obligation on the part of the Developer to withdraw from the Condominium Project all or any portion of the contractable area described in this Article VI, nor is there any obligation to withdraw portions thereof in any particular order.

ARTICLE VII

OPERATIVE PROVISIONS

Any conversion or contraction in the project pursuant to Article V, Section 3 and Article VI above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such conversion or contraction of Common Elements in this Condominium Project shall be given effect by

appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the withdrawn parcel or parcels by such amendments. In connection with any such amendments, 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 driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land described in Article VI and to provide access to any Unit that is located on, or planned for the land described in Article VI from the driveways, roadways and sidewalks located in the Project.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment, subject to City approval and the Development Agreement for the Woodside Bible Church/Northwyck Planned Unit Development. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 9 of this 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 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article V, Section 3, Article VI above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of 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 rerecording 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.

ARTICLE VIII

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements, walls and ceilings (including interior Unit walls and ceilings) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements.

(i) Located adjacent to the Condominium is land designated for a residential development which land is more particularly described as follows:

A part of the Northwest ¼ of Section 2, T-2-N., R-11-E., City of Troy, Oakland County, Michigan, being Lots 12, 13 and part of Lot 14 of "Eyster's Suburban Home Subdivision" as recorded in Liber 44, Page 27, of Plats, Oakland County Records; also that part of vacated Lovell Avenue (30 feet wide) all lying within the bounds of this parcel, all being more particularly described as: commencing at the West ¼ corner of said Section 2; thence N.00°02'23"W., 1516.13 feet along the West line of said Section 2 (Rochester Road); thence S.89°43'00"E., 75.00 feet to the point of beginning; thence N.00°02'23"W., 425.00 feet to a point on the South line of said "Eyster's Suburban Home Subdivision"; thence S.89°43'00"E., 376.22 feet along said South line to a point on the southerly extension of the Westerly line of said Lot 12; thence N.00°00'00"W., 200.00 feet along the West line of said Lot 12; thence S.89°43'00"E., 275.65 feet along the North line of said Lots 12 and 13 and in part Lot 14; thence S.00°17'00"W., 324.65 feet; thence S.66°27'27"W., 31.31 feet; thence S.23°43'18"E., 67.98 feet; thence along a curve to the right 102.74 feet, said curve having a radius of 228.78 feet, a central angle of 25°43'50" and a long chord bearing of S.10°51'23"E., 101.88 feet; thence along a curve to the left 70.08 feet, said curve having a radius of 265.00 feet, a central angle of 15°09'06" and a long chord bearing of S.06°57'00"E., 69.87 feet; thence S.14°31'33"E., 58.23 feet; thence N.89°43'00"W., 690.87 feet to the point of beginning and containing 7.685 acres. ("The Townes of Northwyck").

(ii) Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may withdrawn from the Project as reserved in Article VI or any portion or portions thereof, or land that is contiguous to the Condominium, including land in The Townes of Northwyck, easements for the unrestricted use of all roads, walkways, board walks, and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium

Premises) and for ingress and egress to the Recreational Facilities (as defined below), by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VI and contiguous land including The Townes of Northwyck.

(iii) In order to achieve the purposes of this Article and of Article VI of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of the land described in Article VI and contiguous land, including The Townes of Northwyck, by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities on the Condominium and in the adjoining development known as The Townes of Northwyck, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.

(iv) All continuing expenses of maintenance, repair, replacement and resurfacing of that portion of the road used for perpetual access purposes referred to in this Section and the board walks located within the area identified on Exhibit B hereto as "Conservation Easement", shall be perpetually shared by this Condominium and any developed portions of the land described in Article VI and land that is contiguous to the Condominium, including The Townes of Northwyck whose closest means of access to a public road is over such road or roads or as may be necessary to gain access to the Recreational Facilities. The roads shall be maintained to a standard of similar first class residential developments located in Troy, Michigan. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VI not lying within the Condominium, and contiguous land whose closest means of access to a public road is over such road or with respect to that portion of the roads as may be necessary to gain access to the Recreational Facilities. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

(v) The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in The Villas of Northwyck, shown as General Common Elements on Exhibit B. Any such right-of-way dedication

may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) Utility Easements.

(i) Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of the land described in Article VI or any portion or portions thereof, and of contiguous land, including The Townes of Northwyck, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

(ii) All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI and land that is contiguous to the Condominium, including land in The Townes of Northwyck, which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI not located within the Condominium and contiguous land, including The Townes of Northwyck, which benefit from such shared mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises.

(iii) The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as

may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 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 for utility purposes, access purposes or other lawful purposes, as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements.

(a) The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, 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, fiber optic service, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing

same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

(b) The Developer may provide fiber optic service in the Project, but has no obligation to do so. In such event, the fiber optic cables and related equipment ("Fiber Optic Improvements") located throughout the Project, up to the point of entry to each residence, would be owned by the Developer. At all times the Developer provides fiber optic service in the Project, the fiber optic cable and related equipment will be installed, maintained, repaired and replaced by the Developer, at the Developer's sole cost and expense. The Developer hereby reserves an easement throughout the Project for the purpose of installing, maintaining, repairing and replacing the Fiber Optic Improvements, in the event the Fiber Optic Improvements are installed. The rights reserved in this paragraph can be assigned by the Developer or transferred to its successor, assign or designee.

Section 6. Emergency Vehicle and Service Vehicle Access Easement. There shall exist for the benefit of the City of Troy, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 7. Ferry Drain. The Developer hereby grants a perpetual and permanent easement in favor of the Oakland County Drain Commissioner, the Ferry Drain Drainage District, (referred to as "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through that portion of Condominium depicted as the "Ferry Drain" on Exhibit B attached hereto, which easement may not be amended or revoked except with the written approval of Grantee, and which easement shall include the following terms and conditions and grants the following rights:

(a) The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities, storm drains, or related appurtenances, in any size, form, shape or capacity;

(b) The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;

(c) No Owner in the Condominium shall build or convey to others any permission to build any permanent structures on said easement;

(d) No Owner shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of Grantee under the said easement;

(e) The Grantee and its agents, contractors and designated representatives shall have right of entry on the Condominium, and to gain access to, the easement property;

(f) All Owners in the Condominium release Grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and

maintenance of a drain or sewer or otherwise rising from or incident to the exercise by Grantee of its rights under the easement, and all owners covenant not to sue Grantee for any such damages.

The rights granted to the Oakland County Drain Commissioner, the Ferry Drain Drainage District, and their successors and assigns, under this Section 7 of Article VIII of this Master Deed may not be amended without the express written consent of the Grantee. Any purported amendment or modification of the rights granted in this Section 7 shall be void and without legal effect unless agreed to in writing by the Grantee, its successors or assigns.

Section 8. Walking Path Easement. Developer grants herein over all sidewalks and walking paths located in the Condominium an easement for pedestrian purposes for the benefit of owners of residential units to be located in The Townes of Northwyck.

ARTICLE IX

RECREATIONAL FACILITIES

Section 1. Election to Construct. The Developer, its successor or assigns, may, in its sole discretion, construct recreational facilities within The Villas of Northwyck, including, but not limited to, a swimming pool, parking area servicing same, island, flag poles within island, lighting, community building, or other related amenities (hereinafter the "Recreational Facilities"). If Developer elects to proceed with construction of the Recreational Facilities, then all existing Co-owners and all future Co-owners in The Villas of Northwyck shall thereafter contribute to the maintenance, repair and replacement of the Recreational Facilities as an expense of administration of the Condominium.

Section 2. Rights of Use. It is intended that the Recreational Facilities, if constructed, will be designed for the use of Co-owners of The Villas of Northwyck and owners of residential dwellings in The Townes of Northwyck. Such facilities may be utilized, as provided below, by the occupants of Units located on the land described in Article II hereof, together with the Contractable Area described in Article VI hereof and land in The Townes of Northwyck. The share of expenses of maintenance, repair, operation and replacement of the Recreational Facilities attributable to each such Unit shall be determined by multiplying the expenses of maintenance, repair, operation and replacement of the Recreational Facilities times a fraction, the numerator of which is one and the denominator of which is the number of completed Units entitled to use and obligated to support such facility pursuant to this easement. The Owner of more than one Unit shall pay the requisite share of such expenses attributable to each Unit so owned. Any right to utilize said facilities by any person other than the Developer and Co-owners in The Villas of Northwyck and The Townes of Northwyck, shall be created by a specific recorded instrument granting or assigning such right and expressly imposing upon the Owner of such Unit and his successors in title the obligation to bear the requisite proportionate share of such expenses. The expenses of repair, maintenance, operation and replacement of the Recreational Facilities, including without limitation utility charges, shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and repair said facilities, supplies incident thereto, real and personal property taxes in connection therewith and, in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said facilities.

Section 3. Administration of Recreational Facilities. Decisions relating to the administration and maintenance of the Recreational Facilities shall be made by a representative operating committee comprised of two persons selected by each of the Board of Directors of The Villas

of Northwyck Association, The Townes of Northwyck Association and any other residential development using the Recreational Facilities ("Recreational Facilities Governing Board"). One of the persons selected by the respective associations to serve on the Recreational Facilities Governing Board shall be the president of the respective associations. In the event of a tie vote among the members of the Recreational Facilities Governing Board, the tie breaking vote shall be cast, on an alternating basis, by the president of either The Villas of Northwyck Association or The Townes of Northwyck Association. All decisions relative to the administration and maintenance of the Recreational Facilities shall be made by the Recreational Facilities Governing Board in accordance with the following standards: (1) the Recreational Facilities shall be fairly and jointly administered; (2) an annual operating budget for said Recreational Facilities shall be prepared in advance for each year and all expenditures shall be consistent with said budget and subject to audit by all parties and the records maintained in the same manner as set forth in Article XIV, Section 1 of the Bylaws attached hereto as Exhibit A; (3) said budget shall provide reasonable maintenance of the Recreational Facilities; (4) no additions to the Recreational Facilities nor termination of the use thereof shall occur without the consent of 60% of the parties entitled to the use thereof; (5) rules relating to the use of said facilities may be adopted by the representative body entitled to administer said facilities but shall be equitable and non-discriminatory as to all users; (6) any easements of access reasonably necessary for utilization of the facilities by all persons entitled thereto shall be deemed to exist by reason hereof; (7) all disputes between parties entitled to the use of said facilities shall be subject to arbitration in accordance with the rules of the American Arbitration Association in effect at the time of the dispute; and (8) the failure of any party to pay its required share of the costs of maintenance of said facilities shall operate to suspend the right of said party to utilize said Recreational Facilities for so long as such costs shall remain unpaid (which remedy shall be in addition to all other remedies provided under the Condominium Documents or provided in any other instruments pertaining to the use of said facilities by any person or persons.)

ARTICLE X

LANDSCAPE AREA AND COMMON LIGHTING

Located at the entrance to The Townes of Northwyck is an area identified on the Condominium Subdivision plan as "Landscape Area". It is the obligation of The Townes of Northwyck Association to maintain, repair and replace all landscaping and improvements located within the Landscape Area and sprinkler system ("Maintenance Obligations"). Because it is considered to be beneficial to both the Condominium and the proposed adjoining development, The Townes of Northwyck, the Owners of the units in The Villas of Northwyck shall be obligated to contribute proportionately to the Maintenance Obligations based on the number of residential units located in The Villas of Northwyck and the total number of units in both The Townes of Northwyck and The Villas of Northwyck. Also included as a shared Maintenance Obligation shall be the cost of operation, maintenance, repair and replacement of the street lighting system located parallel to Alameda Boulevard lying within the boundaries of The Townes of Northwyck.

ARTICLE XI

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

Section 3. By Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage 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 like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.


ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the 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 it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.


[Signature and acknowledgment follow on next page]

ROBERTSON NORTHWYCK, L.L.C., a
Michigan limited liability company
By: ROBERTSON BROTHERS.CO., a
Michigan corporation, Manager

By: 
David W. Robertson
Its: Secretary

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 23 day of February, 2004, the foregoing Master Deed was acknowledged before me by David W. Robertson, the Secretary of Robertson Brothers Co., a Michigan corporation, Manager of Robertson Northwyck, L.L.C., a Michigan limited liability company, on behalf of the corporation and company.


Notary Public, Oakland County, MI
My commission expires:

**CATHERINE KIM SHIERK
NOTARY PUBLIC OAKLAND CO., MI
MY COMMISSION EXPIRES Jul 30, 2006**

Master Deed drafted by and
when recorded return to:
C. Kim Shierk of
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304-2221

THE VILLAS OF NORTHWYCK

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

The Villas of Northwyck, a residential Condominium Project located in the City of Troy, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

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

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

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a

periodic basis shall also be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient: (a) to pay the costs of operation and management of the Condominium, (b) to provide replacements of existing Common Elements, or (c) to provide additions to the Common Elements not exceeding \$10,000.00 annually for the entire Condominium Project, or (2) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

(c) Recreational Facilities Assessments. The Association shall collect a *prorata* share from each Co-owner, in addition to the assessments set forth above, of all assessments levied pursuant to Article IX of the Master Deed. The default and enforcement provisions contained in these Bylaws shall apply with respect to the collection of all assessments levied in accordance with Article IX of the Master Deed. Assessments collected from the Co-owners shall be paid over by the Association to the Recreational Facilities Governing Committee.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding \$25 per installment per month may be added to each installment in default for five or more days until each installment together with

all applicable late charges is paid in full. This late charge maximum may be increased from time to time by action of the Board of Directors which increase shall be effective unless revoked by vote of the members at a duly convened meeting of the Association. Each delinquent installment and/or related penalty which is not paid by the time the next regular monthly installment falls due shall constitute a separate delinquency for each month that it remains unpaid and is subject to the continuing assessment of separate additional delinquency penalties for each month during which the default continues. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for payment of assessments to The Villas of Northwyck Association by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

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

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Project

shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subsection and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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

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

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

Section 7. Developer's Responsibility for Assessments. During the period up to the time of the First Annual Meeting of Members held in accordance with provisions of Article IX, Section 2 hereof, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied Units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be responsible for payment, until after said First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims

against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a certificate of occupancy, either temporary or final, has been issued by the City of Troy.

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

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

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

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

Section 12. Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include Condominium. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Condominium Unit shall constitute the agreement by such Owner or purchaser, his/her heirs, executors, administrators, or assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than 51% of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such

arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

ARTICLE IV

INSURANCE

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

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, for improvements to his Unit or Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire or other catastrophe, and the Association shall have absolutely no responsibility for obtaining such coverages. 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 see that all property and liability insurance carried by the Association or 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.

(b) Insurance of Common Elements and Fixtures. All common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all

changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) Premium Expenses. All premiums upon 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 bank account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

(e) Deductible. When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Insurance for Recreational Facilities. Each Co-owner shall, in addition to the cost of insurance as provided in this Article IV, be responsible for a *pro rata* share of the cost of insurance for the Recreational Facilities which shall be included in the cost of administration of the Recreational Facilities.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) Partial Damage. If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) Total Destruction. If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

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

Section 3. Co-owner Responsibility for Repair.

(a) Definition of Co-owner Responsibility. If the damage is only to a part of the contents of a Unit which are the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) Damage to Unit. Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents of his Unit, including, but not limited to, decks, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures, all appliances, whether free-standing or built-in and all upgrades (above Developer's standards) installed by Co-owners. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to ceilings in which utilities that benefit another Unit are located, or to any fixtures and equipment which are standard items within a Unit is covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V; provided, however, any and all insurance deductible amount shall be paid by the Co-owner of the Unit and/or appurtenant Limited Common Element sustaining the damage. If any other items located within a Unit are covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

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

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

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

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

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

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

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

ARTICLE VI
RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

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

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

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

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

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

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

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

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions do not constitute a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent otherwise due the Co-owner to the Association, then the Association may do the following:

(i) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(ii) Initiate proceedings pursuant to subsection (3)(iii).

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of lights, aerials, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way disturb or restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; provided, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No stereo speakers are to be affixed or placed adjacent to common walls. Barbecues and grills shall be used in a manner so that the smoke is not offensive to, or otherwise creates a nuisance for, any other Co-owner. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything

that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

In order to prevent undue sound transmission between adjoining Units, the following special restrictions shall apply: (a) no loudspeakers are to be affixed on or placed adjacent to common walls, and (b) any other sound condition measures that may be adopted by the Association from time to time.

Section 5. Pets. Except as hereafter provided, no animals shall be maintained by any Co-owner unless specifically approved in writing by the Association. The Developer shall be entitled to make an exception to the foregoing limitation for an Owner or occupant who owns a cat, or who owns a dog, at the time of taking occupancy after the initial purchase of a Unit from the Developer. When such cat or dog dies or is otherwise disposed of, it may not be replaced without the prior written consent of the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose bark can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 6. Aesthetics. Other than in Limited Common Element garages, the Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the Limited Common Element driveways of the Unit owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercraft, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element driveway immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the drives, streets, parking lots and driveways, is absolutely prohibited; provided, however, the Developer shall have the right to maintain and use a golf cart anywhere on the Premises during the Construction and Sales Period. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Advertising. No signs or other advertising devices, including without limitation balloons and banners, of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit, which shall include the right to repair utilities and provide heat, water and/or storm water drainage for the benefit of

another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements. Use of recreational facilities, if any, in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted rules and regulations.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 14. Reserved Rights of Developer.

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

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be

amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sales of both the entire Project and The Townes of Northwyck, by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within two miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing, promotion of the Project.

(c) Enforcement of Condominium Documents. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential and recreational community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

(d) Developer's Right to Maintain Signs. The Developer reserves the right, until the termination of the Project, to maintain a sign on the Condominium Premises that reflects the name of the Project and identifies the involvement of the Developer, and/or any one of the Developer's affiliates, in the development of the Project. The Developer is obliged to maintain the sign throughout the life of the Project.

Section 15. Antennae, Satellite Dishes. No outside television antenna or other antenna, or aerial saucer, dish or similar device shall be placed, constructed, altered or maintained on any Unit, unless the Developer determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Unit; provided, that not more than one satellite communications dish not exceeding one meter in diameter may be installed on a Unit subject to reasonable requirements of Developer or the Association concerning screening and location and further provided that the Co-owner is responsible for any damage or expense to the Common Elements or to the Association resulting from such installation and the Co-owner obtains insurance for the benefit of the Association for any such damage.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

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

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

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

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

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

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units that may be created in The Villas of Northwyck, determined with reference to the recorded Consolidating Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in May each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

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

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

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

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

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

ARTICLE X

ADVISORY COMMITTEE

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

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members and shall continue to be so comprised unless enlarged to five members in accordance with the provisions of Section 2 hereof. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board may be increased in size from three persons to five persons, as the Developer, in its discretion, may elect. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units that may be created, one of the Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that Co-owners may elect the required Director. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

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

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

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). 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 subsection (ii), 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 subsection (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 the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate 1 member as provided in subparagraph (i).

(iv) At the First Annual Meeting two (or three) Directors (depending on the total number of Directors on the Board) shall be elected for a term of two years and one (or two) Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two (or three) persons receiving the highest number of votes shall be elected for a term of two years and the one (or two) persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, one, two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for either one or two of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or

other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association qualified to vote.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than 3 years or which is not terminable by the Association upon 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 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 may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no further notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 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 such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

Section 11. Waiver of Notice. Before or at any meeting of the Board of Directors, any Director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 15. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than sixty percent (60%) of the Co-owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than sixty percent (60%) of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

Section 16. Covenants Committee.

(a) Purpose. The Board of Directors may establish a "Covenants Committee," consisting of three members appointed by the Board, each to serve for a term of one year, in order to assure that the Condominium shall always be maintained in a manner: (1) providing for visual harmony and soundness of repair, (2) avoiding activities deleterious to the esthetic or property values of the Condominium; (3) furthering the comfort of the unit owners, their guests and tenants; and (4) promoting the general welfare and safety of the Condominium community.

(b) Powers. At the direction of the Board of Directors, the Covenants Committee may regulate the external design, appearance, use and maintenance of the Units and the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements,

modifications, alterations, or changes proposed by a Unit Owner. The Covenants Committee shall have the power to impose reasonable charges (pursuant to Article II, Section 2) upon, and issue a cease and desist request to, a Unit Owner, a member of such Unit Owner's household or such Unit Owner's guests, invitees, or tenants, agents or employees whose actions are inconsistent with the provisions of the Condominium Documents, the rules and regulations or resolutions of the Board of Directors. The Covenants Committee shall from time to time, as required, provide interpretations of the Condominium instruments, rules and regulations and resolutions pursuant to the intents, provisions and qualifications thereof when requested to do so by a Unit Owner or the Board of Directors. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by any party deemed by the Board to have standing as an aggrieved party and the Board may modify or reverse any such action, ruling or decision.

(c) Authority. The Covenants Committee shall have such additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

ARTICLE XII

OFFICERS

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

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

(b) 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 so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he 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.

(d) 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, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

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

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

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

ARTICLE XV

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

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

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

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

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

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

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

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee, including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.

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

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or

any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

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

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws.

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

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

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the proceeding and reasonable attorney fees as determined by the court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

(b) Opportunity to Defend. The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

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

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

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

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

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of the Bylaws.

Section 5. Developer Exempt From Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and

terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the 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 the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

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

OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN NO. _____
 EXHIBIT "B" TO THE MASTER DEED OF

THE VILLAS OF NORTHWYCK

CITY OF TROY
 OAKLAND COUNTY, MICHIGAN

DEVELOPER

ROBERTSON NORTHWYCK, L.L.C.
 6905 TELEGRAPH ROAD, SUITE 200
 BLOOMFIELD HILLS, MICHIGAN 48301-3159

ENGINEERS & SURVEYORS

GIFFELS-WEBSTER ENGINEERS, INC.
 2871 BOND STREET
 ROCHESTER HILLS, MICHIGAN 48309-3515

DESCRIPTION

A PART OF THE NORTHWEST 1/4 OF SECTION 2, T-2-N., R-11-E., CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING PART OF LOT 14 AND ALL OF LOTS 15 THROUGH 26 AND THE SOUTH 1/2 OF LOT 27 AND ALL OF LOTS 28 THROUGH 30 OF "EYSTER'S SUBURBAN HOME SUBDIVISION" AS RECORDED IN LIBER 44, PAGE 27, OF PLATS, OAKLAND RECORDS; ALSO ALL THAT PART OF VACATED ECKERMAN AVENUE (PLATTED AS EATON AVENUE) (60 FEET WIDE), VACATED BARABEAU AVENUE (PLATTED AS BROMLEY AVENUE) (60 FEET WIDE) AND VACATED LOVELL AVENUE (30 FEET WIDE) ALL LYING WITHIN THE BOUNDS OF THIS PARCEL, ALL BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 2; THENCE N.00°02'23"W., 1516.13 FEET ALONG THE WEST LINE OF SAID SECTION 2 (ROCHESTER ROAD); THENCE S.89°43'00"E., 75.00 FEET; THENCE N.00°02'23"W., 425.00 FEET TO A POINT ON THE SOUTH LINE OF SAID "EYSTER'S SUBURBAN HOME SUBDIVISION"; THENCE S.89°43'00"E., 376.22 FEET ALONG SAID SOUTH LINE TO A POINT ON THE SOUTHERLY EXTENSION OF THE WESTERLY LINE OF SAID LOT 12; THENCE N.00°00'00"W., 200.00 FEET; THENCE S.89°43'00"E., 275.65 FEET ALONG THE NORTH LINE OF SAID LOTS 12 AND 13 AND IN PART LOT 14 TO THE POINT OF BEGINNING; THENCE CONTINUING S.89°43'00"E., 1384.35 FEET ALONG THE NORTH LINE OF SAID LOTS 14 THROUGH 26 TO THE NORTHEAST CORNER OF LOT 26; THENCE S.00°00'00"E., 85.00 FEET ALONG THE EAST LINE OF SAID LOT 26; THENCE S.89°43'00"E., 100.00 FEET TO A POINT ON THE WEST LINE OF LOT 28; THENCE N.00°00'00"W., 88.00 FEET ALONG SAID WEST LINE OF THE NORTHWEST CORNER OF LOT 28; THENCE S.89°43'00"E., 300.00 FEET ALONG THE NORTH LINE OF LOTS 28 THROUGH 30 TO THE NORTHEAST CORNER OF LOT 30; THENCE S.00°00'00"E., 200.00 FEET; THENCE S.89°43'00"E., 121.89 FEET; THENCE S.00°39'30"W., 39.04 FEET; THENCE S.89°43'00"E., 43.16 FEET TO A POINT ON THE WEST LINE OF "EMERALD LAKES VILLAGE NO. 7", AS RECORDED IN LIBER 134, PAGES 14 THROUGH 16 OF PLATS, OAKLAND COUNTY RECORDS, SAID POINT ALSO BEING A POINT ON THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 2 AS OCCUPIED; THENCE S.00°39'30"W., 288.76 FEET ALONG SAID LINE; THENCE N.89°43'00"W., 398.29 FEET; THENCE S.57°44'39"W., 332.62 FEET; THENCE N.89°43'00"W., 283.63 FEET; THENCE N. 68°28'38"W., 285.75 FEET; THENCE S.11°12'16"E., 92.67 FEET; THENCE N.79°32'53"W., 162.50 FEET; THENCE S.83°59'20"W., 92.96 FEET; THENCE S.58°45'54"W., 91.94 FEET; THENCE N.89°43'03"W., 29.82 FEET; THENCE N.33°51'39"W., 61.18 FEET; THENCE N.89°43'00"W., 96.61 FEET; THENCE N.54°44'53"W., 83.67 FEET; THENCE N.89°43'00"W., 135.59 FEET; THENCE N.14°31'33"W., 58.23 FEET; THENCE ALONG A CURVE TO THE RIGHT 70.08 FEET, SAID CURVE HAVING A RADIUS OF 265.00 FEET, A CENTRAL ANGLE OF 15°09'06" AND A LONG CHORD BEARING OF N.06°57'00"W., 69.87 FEET; THENCE ALONG A CURVE TO THE LEFT 102.74 FEET, SAID CURVE HAVING A RADIUS OF 228.78 FEET, A CENTRAL ANGLE OF 25°43'50" AND A LONG CHORD BEARING OF N.10°51'23"W., 101.88 FEET; THENCE N.23°43'18"W., 67.98 FEET; THENCE N.66°27'27"E., 31.31 FEET; THENCE N.00°17'00"E., 324.65 FEET TO THE POINT OF BEGINNING AND CONTAINING 27.361 ACRES.

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

SHEET INDEX

1	COVER SHEET
2	COMPOSITE PLAN
3	SURVEY PLAN
4	SURVEY PLAN
5	SURVEY PLAN
6	SURVEY PLAN
7	SURVEY PLAN
8	FLOODPLAIN PLAN
9	SITE PLAN
10	SITE PLAN
11	SITE PLAN
12	SITE PLAN
13	UTILITY PLAN
14	UTILITY PLAN
15	UTILITY PLAN
16	UTILITY PLAN
17	PERIMETER PLAN A (2 UNIT BUILDING)
18	PERIMETER PLAN B (3 UNIT BUILDING)
19	PERIMETER PLAN C (4 UNIT BUILDING)
20	TYPE "R" FLOOR PLAN (RANCH)
21	TYPE "R" SECTIONS (RANCH)
22	TYPE "S" FLOOR PLAN (SPLIT)
23	TYPE "S" FLOOR PLAN (SPLIT)
24	TYPE "S" SECTIONS (SPLIT)
25	TYPE "S" SECTIONS (SPLIT)

J. J. J.



PROPOSED DATE 01/20/04

STATE OF MICHIGAN
 REGISTER OF DEEDS

GIFFELS-WEBSTER ENGINEERS, INC.
 2871 BOND STREET
 ROCHESTER HILLS, MICHIGAN 48309-3515
 LICENSE NO. 2791

1

ROCHESTER ROAD (PUBLIC)

"THE TOWNES OF NORTHWYCK"
OCC SUBDIVISION NO. 1559

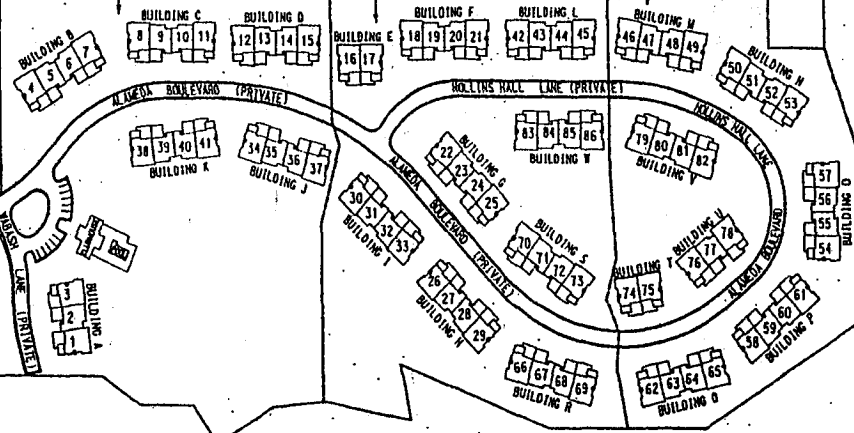
SHEET 4 (SURVEY)
SHEET 8 (SITE)
SHEET 12 (UTILITY)

SHEET 5 (SURVEY)
SHEET 9 (SITE)
SHEET 13 (UTILITY)

SHEET 6 (SURVEY)
SHEET 10 (SITE)
SHEET 14 (UTILITY)

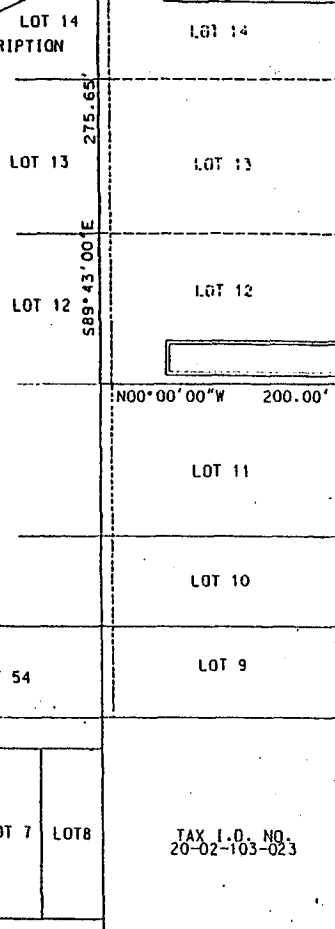
SHEET 7 (SURVEY)
SHEET 11 (SITE)
SHEET 15 (UTILITY)

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)



POINT OF BEGINNING LEGAL DESCRIPTION

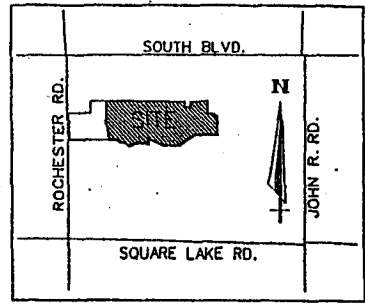
"EYSTER'S SUBURBAN HOME SUBDIVISION" (LIBER 44, PAGE 27 D.C.R.)



SEE SHEET 4

"THE TOWNES OF NORTHWYCK" OCC SUBDIVISION NO. 1559

PROPOSED PUBLIC ACCESS EASEMENT



LOCATION MAP NO SCALE

LEGEND

- o INDICATES CONCRETE MONUMENT
- B.M. BENCH MARK

UNPLATTED

BENCH MARKS

BASED ON NGVD OF 1929

SITE BENCH MARK NO. 1
RIM OF SANITARY MANHOLE LOCATED ON THE EAST SIDE OF ROCHESTER ROAD, 135' NORTH OF NORTH PROPERTY LINE. ELEVATION = 712.08

SITE BENCH MARK NO. 2
RIM OF CATCH BASIN LOCATED ON THE EAST SIDE OF ROCHESTER ROAD, 125' NORTH OF SOUTH PROPERTY LINE. ELEVATION = 711.79

NOTES:

- BEARINGS FOR THIS CONDOMINIUM ARE BASED ON THE SOUTH LINE OF "EYSTER'S SUBURBAN HOME SUBDIVISION" AS RECORDED IN LIBER 44, PAGE 27 OF PLATS, OAKLAND COUNTY RECORDS.
- ADDITIONAL EASEMENTS MAY BE SHOWN ON AS-BUILT DRAWINGS.



SURVEYOR'S CERTIFICATE

I, JOHN N. REDASH, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY:

THAT THE SUBDIVISION PLAN KNOWN AS OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. _____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

THAT THE BEARINGS AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978 AS AMENDED.

3-01-04 JNR

DATE JOHN N. REDASH, P.S. NO. 37281
GIFFELS-WEBSTER ENGINEERS, INC.
2871 BOND STREET
ROCHESTER HILLS, MICHIGAN 48069

WEST 1/4 CORNER SECTION 2, T-2-N., R-11-E. CITY OF TROY, OAKLAND COUNTY, MICHIGAN LIBER 17277, PAGE 651

POINT OF COMMENCEMENT

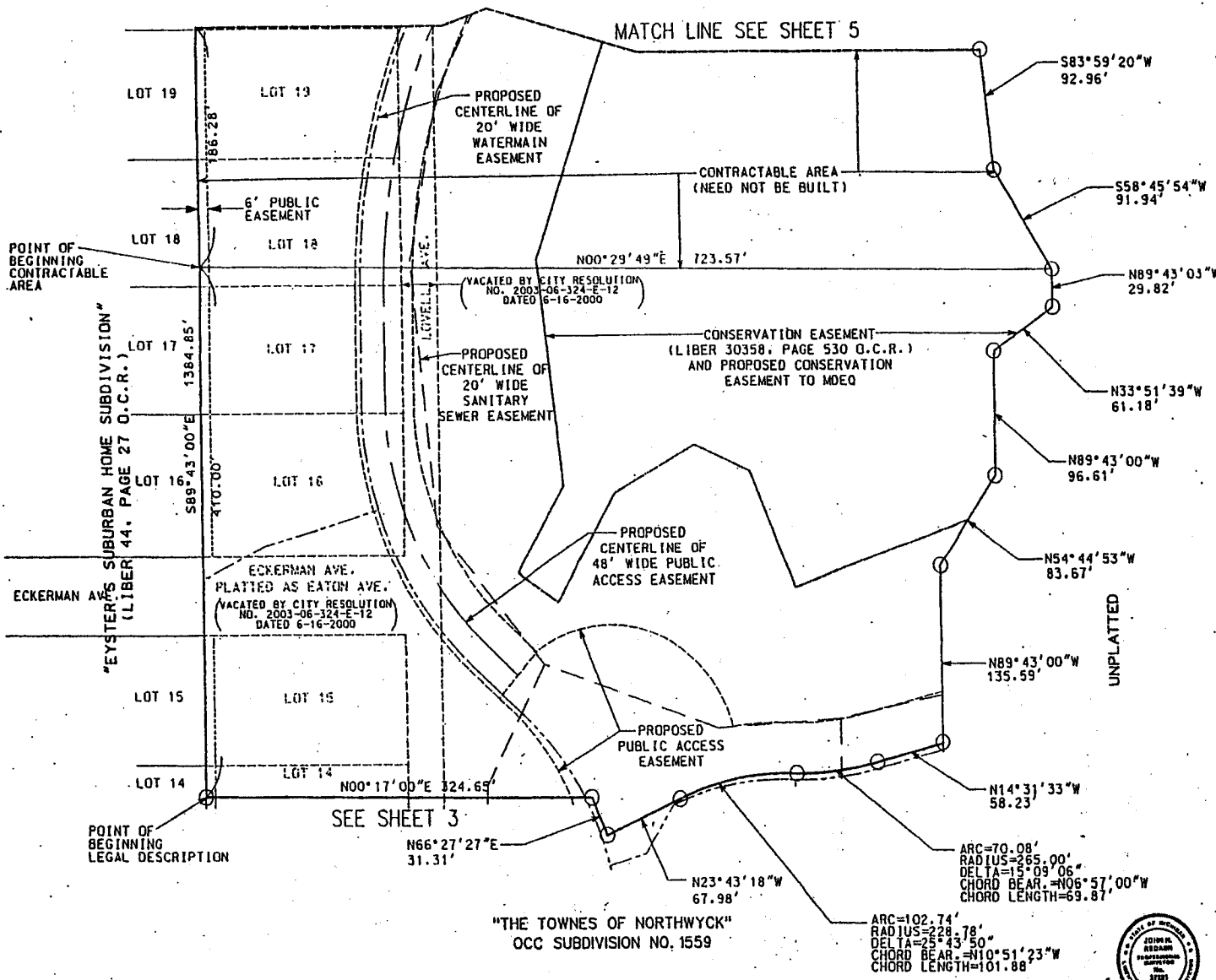
NORTHWEST CORNER SECTION 2, T-2-N., R-11-E. CITY OF TROY, OAKLAND COUNTY, MICHIGAN LIBER 17277, PAGE 649

SURVEY PLAN THE VILLAS OF NORTHWYCK

SCALE: 1"=40' 0 20 40 80 120

PROPOSED DATE 01/20/04

GWE
Giffels-Webster Engineers, Inc.
LAND SURVEYORS PLANNERS ARCHITECTS ENGINEERS
2871 BOND STREET ROCHESTER HILLS, MI 48069
2484-827-300



- NOTES:**
- BEARINGS FOR THIS CONDOMINIUM ARE BASED ON THE SOUTH LINE OF "EYSTER'S SUBURBAN HOME SUBDIVISION" AS RECORDED IN LIBER 44, PAGE 27 OF PLATS- OAKLAND COUNTY RECORDS.
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LEGEND

o INDICATES CONCRETE MONUMENT

B.M. BENCH MARK

BENCH MARKS

BASED ON NVD OF 1929

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SITE BENCH MARK NO. 2
RIM OF CATCH BASIN LOCATED ON THE EAST SIDE OF ROCHESTER ROAD, 125' NORTH OF SOUTH PROPERTY LINE. ELEVATION = 711.79



SURVEY PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40'
0 20 40 80 120
PROPOSED DATE 01/20/04



John H. Redman

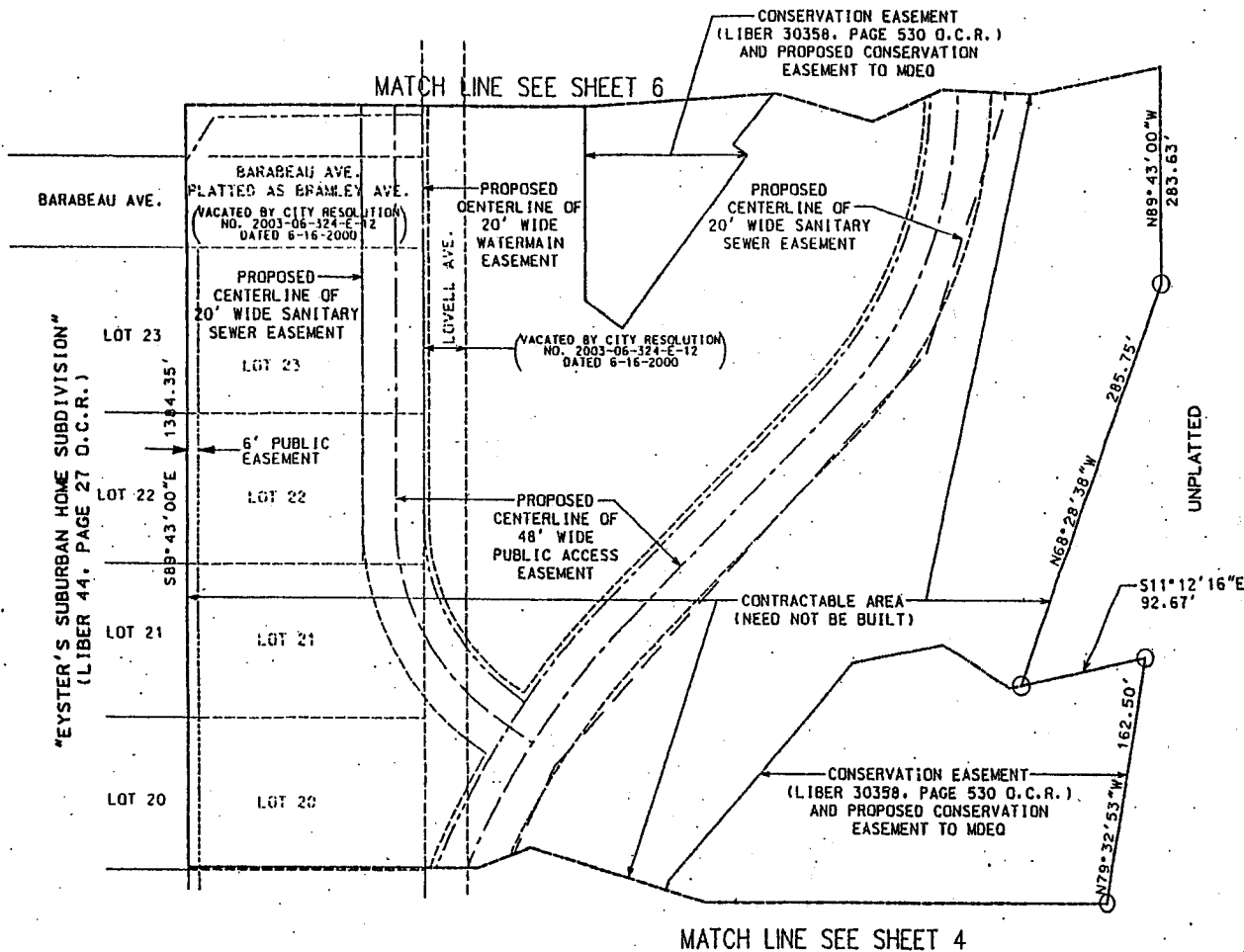
GWE

Gifels-Webster Engineers, Inc.
20100 STEVENSON AVENUE, SUITE 100, BOSTON, MA 02128
TEL: 617-252-1100 FAX: 617-252-1101

LIBER 44, PAGE 27

4

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)



- NOTES:**
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SURVEY PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40'

0 20 40 80 120

PROPOSED DATE 01/20/04



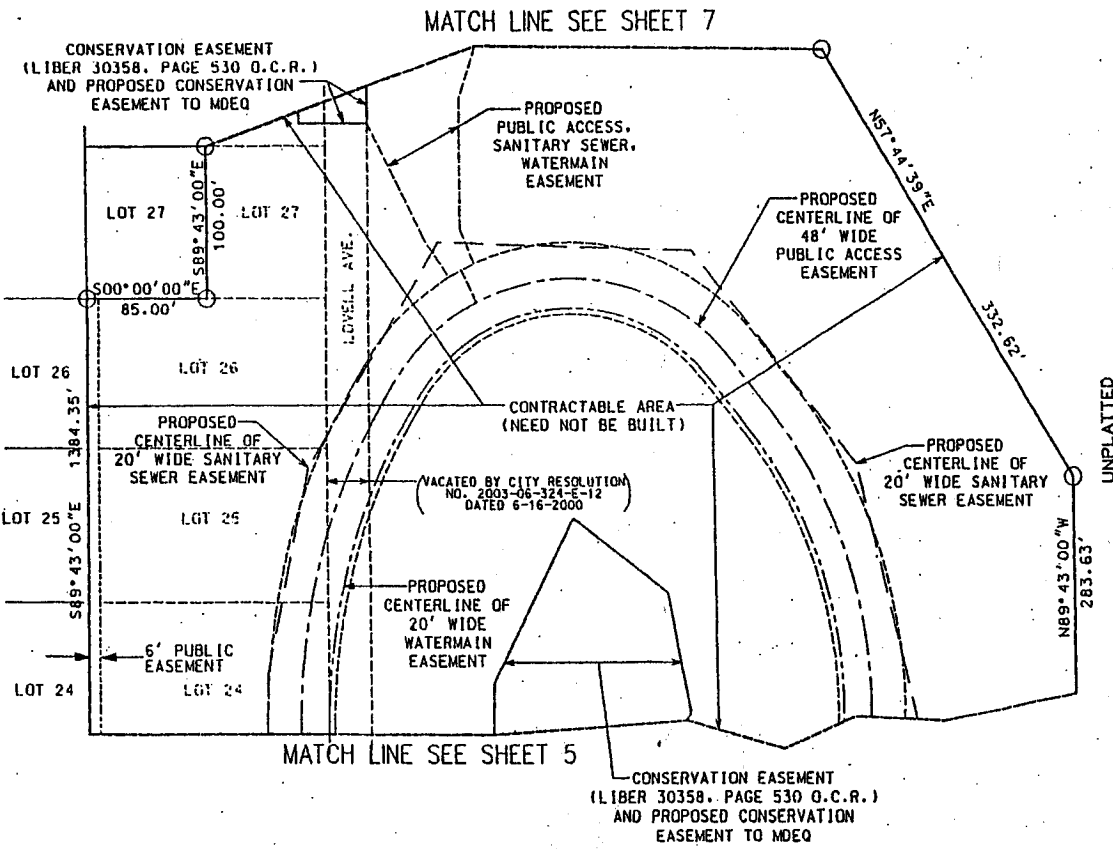
John A. Bradash

GWE

Giffels-Webster Engineers, Inc.
SURVEYING ENGINEERS
1001 WOOD STREET, ROCHESTER, N.Y. 14609
PHONE 800-330-3100

THIS PLAN IS THE PROPERTY OF GIFFELS-WEBSTER ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GIFFELS-WEBSTER ENGINEERS, INC.

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)



UNPLATTED

- NOTES:**
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J. J. J.

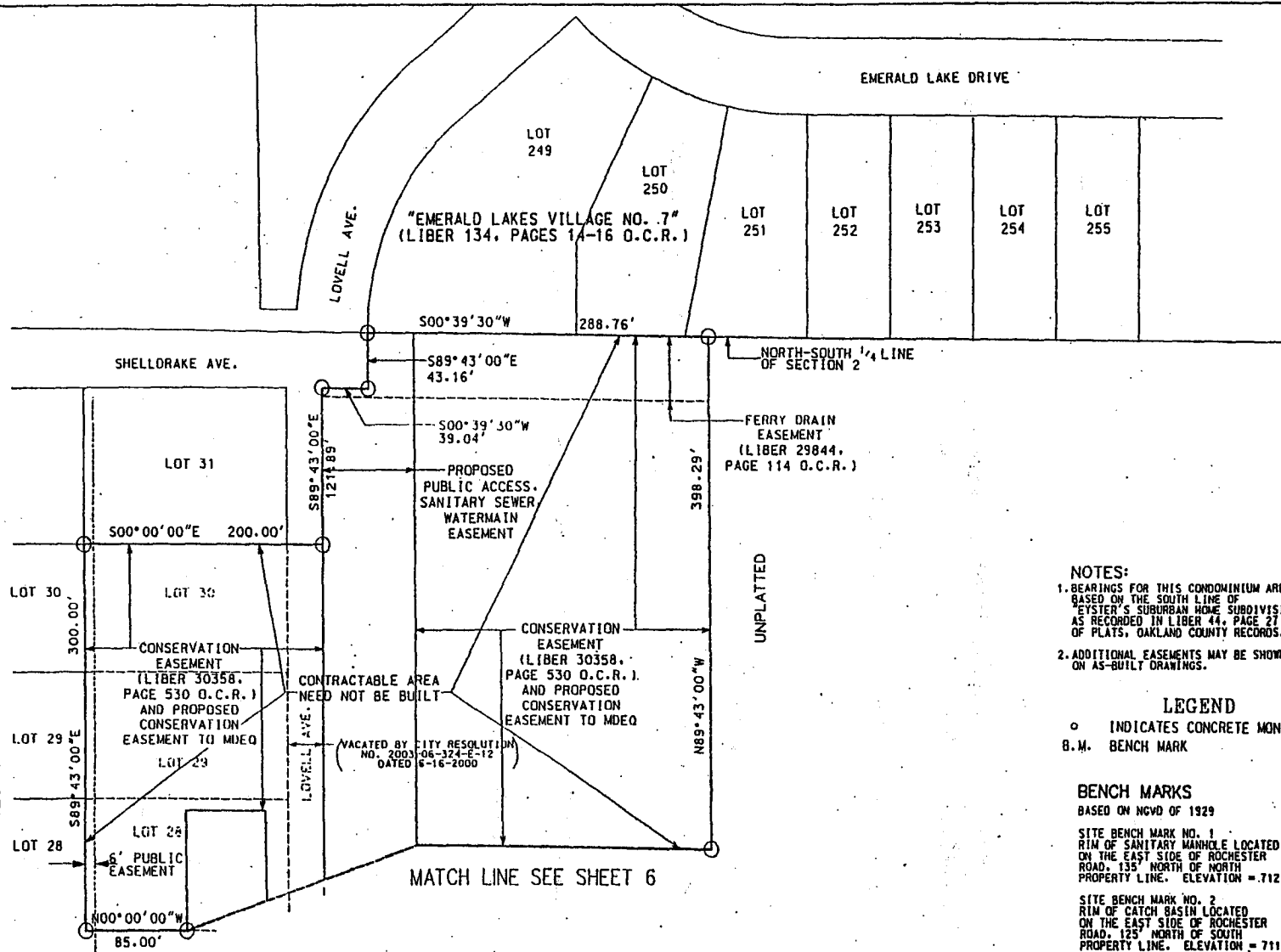


SURVEY PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40'
0 20 40 80 120
PROPOSED DATE 01/20/04

<p>GWE Giffels-Webster Engineers, Inc. Professional Land Surveyors, Planners, Landscape Architects 2011 BIRD STREET, SUITE 100, ANN ARBOR, MI 48106 (734) 961-1100</p>
<p>THIS PLAN IS THE PROPERTY OF GIFFELS-WEBSTER ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GIFFELS-WEBSTER ENGINEERS, INC.</p>
<p>6.</p>

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)



- NOTES:
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LEGEND
 ○ INDICATES CONCRETE MONUMENT
 B.M. BENCH MARK

BENCH MARKS
 BASED ON NCVD OF 1929

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Will



SURVEY PLAN
 THE VILLAS OF NORTHWYCK

SCALE: 1"=40'
 0 20 40 80 120
 PROPOSED DATE 01/20/04

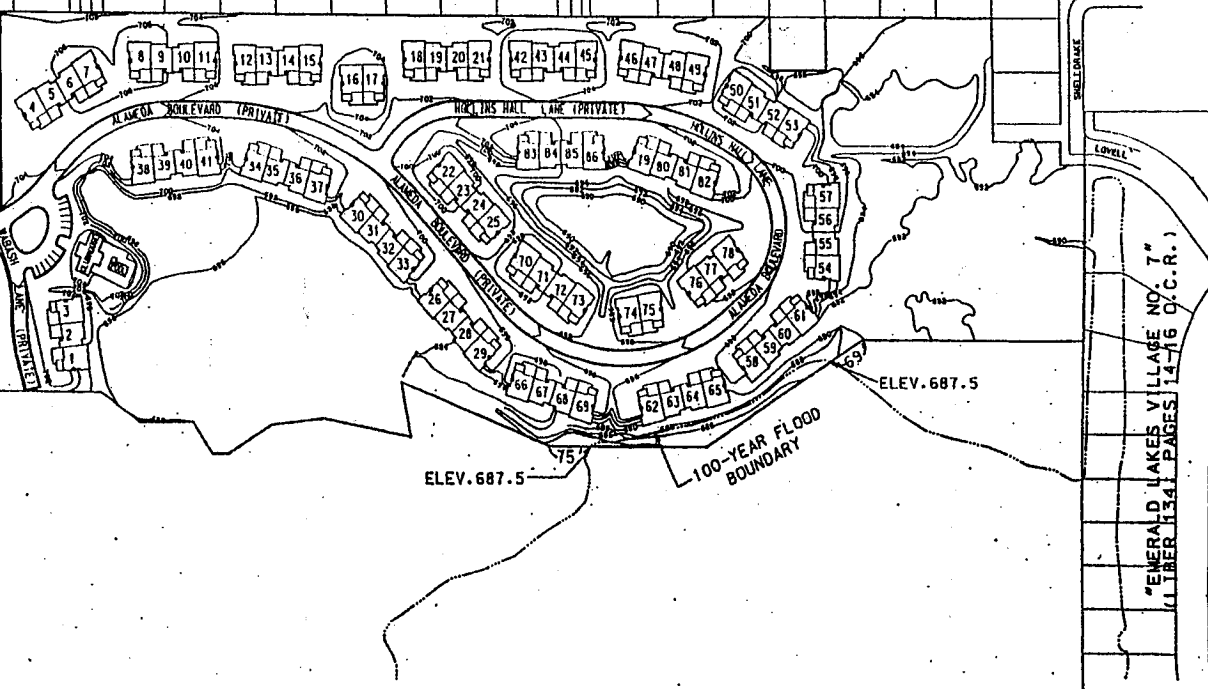
GWE
 Gilfeis-Webster Engineers, Inc.
 CIVIL ENGINEERS
 2000 W. BROADWAY, SUITE 200
 RICHMOND, OHIO 45419
 (614) 881-1234

THIS PLAN IS THE PROPERTY OF GILFEIS-WEBSTER ENGINEERS, INC. AND IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF GILFEIS-WEBSTER ENGINEERS, INC.

ROCHESTER ROAD (PUBLIC)

"THE TOWNES OF NORTHWYCK"
OCC SUBDIVISION NO. 1559

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)



"EMERALD LAKES VILLAGE NO. 7"
LIBER 1341 PAGES 14-16 O.C.R.)

ELEV. 687.5

ELEV. 687.5

100-YEAR FLOOD
BOUNDARY

NOTES:

A PORTION OF THIS CONDOMINIUM LIES WITHIN
THE AREAS OF 100-YEAR FLOODPLAIN AS INTERPRETED
FROM FEMA FLOOD MAPS COMMUNITY PANEL
NUMBER 260180-0002 D DATED JANUARY 16, 1987.

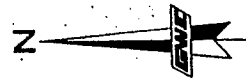


FLOODPLAIN PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=100'

PROPOSED DATE 01/20/04

GME
Giffels-Webster Engineers, Inc.
CONSULTING ENGINEERS
200 WEST 10TH STREET, SUITE 200
ROCHESTER, NY 14607
PHONE: 734-2200



LEGEND:

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- INDICATES CONCRETE MONUMENT
- INDICATES COORDINATE NUMBER
- PA DENOTES PRIVACY AREA
A LIMITED COMMON ELEMENT
- W DENOTES WALK AREA
A LIMITED COMMON ELEMENT
- G DENOTES GARAGE AREA
A LIMITED COMMON ELEMENT
- D DENOTES DRIVEWAY AREA
A LIMITED COMMON ELEMENT
- AB DENOTES ALTERNATE BEDROOM

NOTES:

1. UNITS 1-11 AND 38-41 MUST BE BUILT.
2. UNITS 12-37, 42-86 AND CERTAIN COMMON ELEMENTS ARE CONTRACTABLE AREAS AND NEED NOT BE BUILT.
3. ALL UNITS AND THE COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE V, SECTION 3 OF THE MASTER DEED.
4. FOR UNIT DIMENSIONS, SEE FLOOR PLANS.
5. FOR BUILDING DIMENSIONS, SEE PERIMETER PLANS.
6. FOR GARAGE, PORCH, PRIVACY AREA, WALK AND DRIVEWAY DIMENSIONS, SEE FLOOR PLANS AND PERIMETER PLANS.
7. THE CLUBHOUSE, POOL AND RELATED FACILITIES NEED NOT BE BUILT.

COORDINATE NUMBER	NORTH	EAST
5.1	9828.3872	11263.4168
5.2	9829.3872	11345.5839
6.1	9867.9646	11377.5839
6.2	9868.1717	11537.9192
7.1	9686.9024	11460.4154
7.2	9570.5583	11570.7399
8.1	9440.9571	11401.6442
8.2	9324.3399	11511.6799
9.1	9578.9257	11261.0157
9.2	9468.7385	11377.4899
12.1	9868.0135	11569.9188
12.2	9868.2206	11730.2541
18.1	9283.7006	11559.3192
18.2	9236.7933	11712.6396
19.1	9540.5861	11591.7089
19.2	9448.1018	11722.6826
23.1	9656.5678	11581.7942
23.2	9656.6475	11742.1296

SITE PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40'

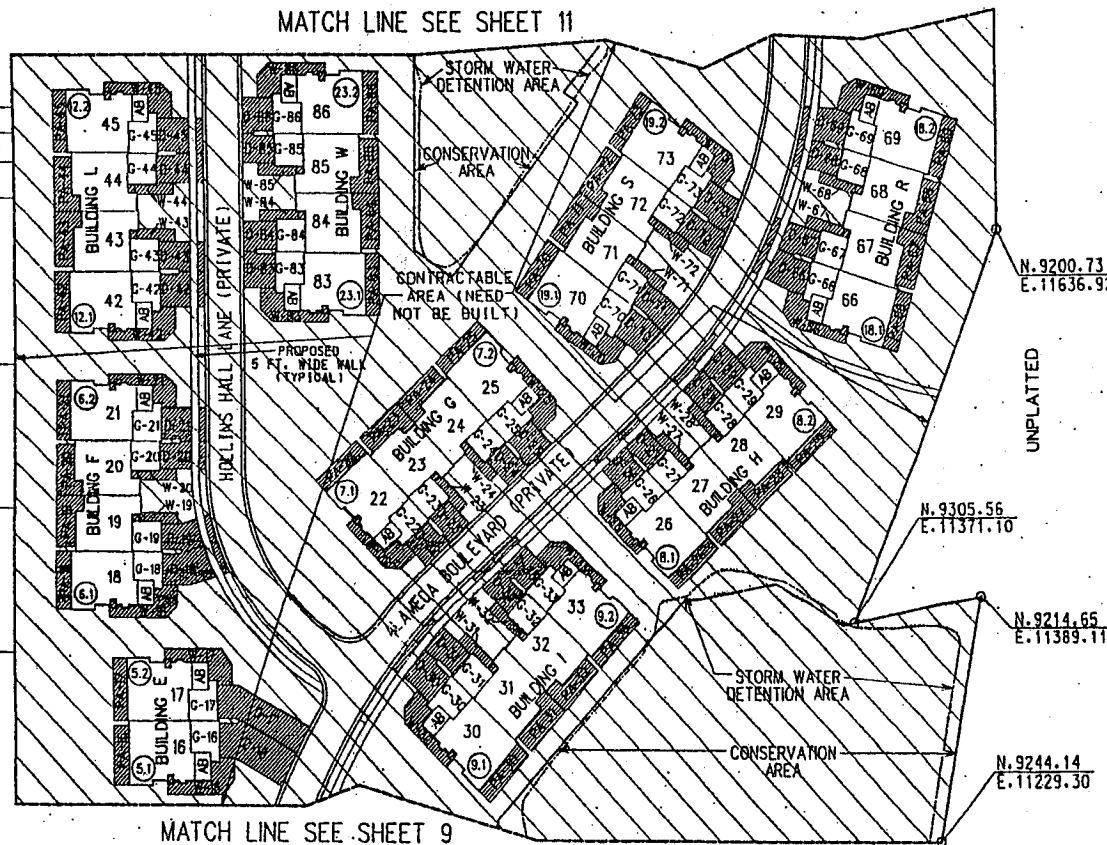
PROPOSED DATE 01/20/04



John H. Reddy

MATCH LINE SEE SHEET 11

MATCH LINE SEE SHEET 9



BARABEAU ROAD

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 D.C.R.)

HOLLINS HALL LANE (PRIVATE)

MEDIA BOULEVARD (PRIVATE)

UNPLATTED

N. 9200.73
E. 11636.92

N. 9305.56
E. 11371.10

N. 9214.65
E. 11389.11



N. 9244.14
E. 11229.30

GWS
Giffels-Webster Engineers, Inc.
REGISTERED PROFESSIONAL ENGINEERS
GENERAL ENGINEERING CONTRACTORS
200 SOUTH STREET, SUITE 200
CHAMBERSBURG, PA 17222

THIS PLAN IS THE PROPERTY OF GWS AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF GWS. THE USER OF THIS PLAN AGREES TO HOLD GWS HARMLESS FROM ANY AND ALL CLAIMS, DAMAGES, LOSSES AND EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES, THAT MAY BE ASSERTED AGAINST GWS BY ANY THIRD PARTY AS A RESULT OF THE USER'S USE OF THIS PLAN.



LEGEND:

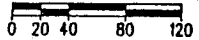
-  GENERAL COMMON ELEMENT
-  LIMITED COMMON ELEMENT
- o INDICATES CONCRETE MONUMENT
- (12) INDICATES COORDINATE NUMBER
- PA DENOTES PRIVACY AREA
A LIMITED COMMON ELEMENT
- W DENOTES WALK AREA
A LIMITED COMMON ELEMENT
- G DENOTES GARAGE AREA
A LIMITED COMMON ELEMENT
- D DENOTES DRIVEWAY AREA
A LIMITED COMMON ELEMENT
- AB DENOTES ALTERNATE BEDROOM

NOTES:

1. UNITS 1-11 AND 38-41 MUST BE BUILT.
2. UNITS 12-37, 42-86 AND CERTAIN COMMON ELEMENTS ARE CONTRACTABLE AREAS AND NEED NOT BE BUILT.
3. ALL UNITS AND THE COMMON ELEMENTS ARE CONVERTIBLE AREAS PURSUANT TO ARTICLE V, SECTION 3 OF THE MASTER DEED.
4. FOR UNIT DIMENSIONS, SEE FLOOR PLANS.
5. FOR BUILDING DIMENSIONS, SEE PERIMETER PLANS.
6. FOR GARAGE, PORCH, PRIVACY AREA, WALK AND DRIVEWAY DIMENSIONS, SEE FLOOR PLANS AND PERIMETER PLANS.
7. THE CLUBHOUSE, POOL AND RELATED FACILITIES NEED NOT BE BUILT.

COORDINATE NUMBER	NORTH	EAST
13.1	9871.6702	11772.9275
13.2	9843.0047	11930.6796
14.1	9822.9019	11972.9467
14.2	9738.5483	12109.2988
15.1	9473.7014	12161.4336
15.2	9634.0367	12161.2265
16.1	9305.6796	12002.4205
16.2	9409.9321	12124.2354
17.1	9234.6799	11806.8477
17.2	9273.0401	11962.5266
20.1	9445.0291	11758.0281
20.2	9457.9037	11839.1865
21.1	9473.7302	11868.2041
21.2	9549.7432	11962.6701
22.1	9660.0911	11780.9674
22.2	9606.1881	11931.9704

SITE PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40' 

PROPOSED DATE 01/20/04

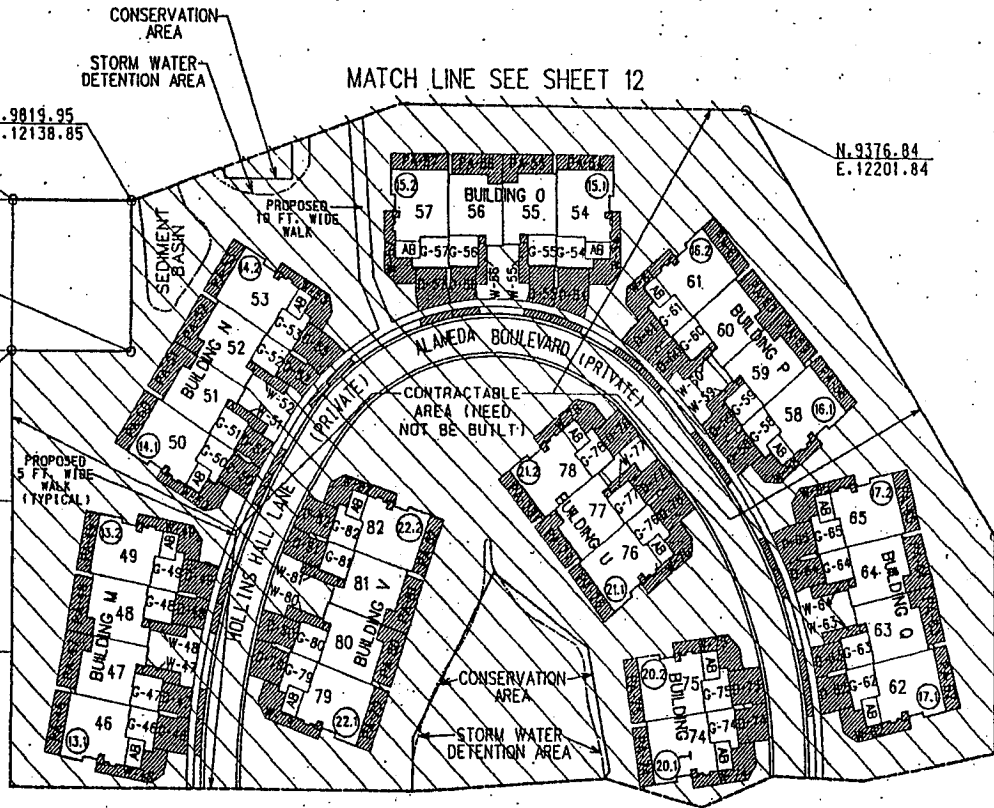


UNPLATTED

N. 9199.32
E. 11920.55

MATCH LINE SEE SHEET 12

MATCH LINE SEE SHEET 10



"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)

N. 9904.95
E. 12138.85

N. 9819.95
E. 12138.85

N. 9820.45
E. 12038.85

N. 9905.45
E. 12038.85

N. 9376.84
E. 12201.84

GWE
Giffels-Webster Engineers, Inc.
CONSULTING ENGINEERS
1000 WEST WASHINGTON STREET, ROCHESTER, N.Y. 14626
TEL: 716/421-1000



NOTES:

THERE WILL BE A 10' WIDE PRIVATE EASEMENT FOR FRANCHISED UTILITIES GRANTED TO THE RESPECTIVE UTILITY COMPANY, AND CENTERED ON THE UTILITY AS SHOWN.

THERE WILL BE A 20' WIDE PRIVATE EASEMENT FOR SANITARY SEWER GRANTED TO CITY OF TROY, AND CENTERED ON THE UTILITY AS SHOWN.

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SERVICE LINES AND APPLICABLE METERS FOR GAS, ELECTRIC, TELEPHONE AND CABLE TELEVISION WILL BE SHOWN ON AS-BUILT DRAWINGS.

SANITARY SEWER, STORM SEWER AND WATER MAIN INFORMATION FROM PLANS PREPARED BY GIFFELS-WEBSTER ENGINEERS INC. AND FROM CITY OF TROY AND UTILITY OWNERS RECORDS.

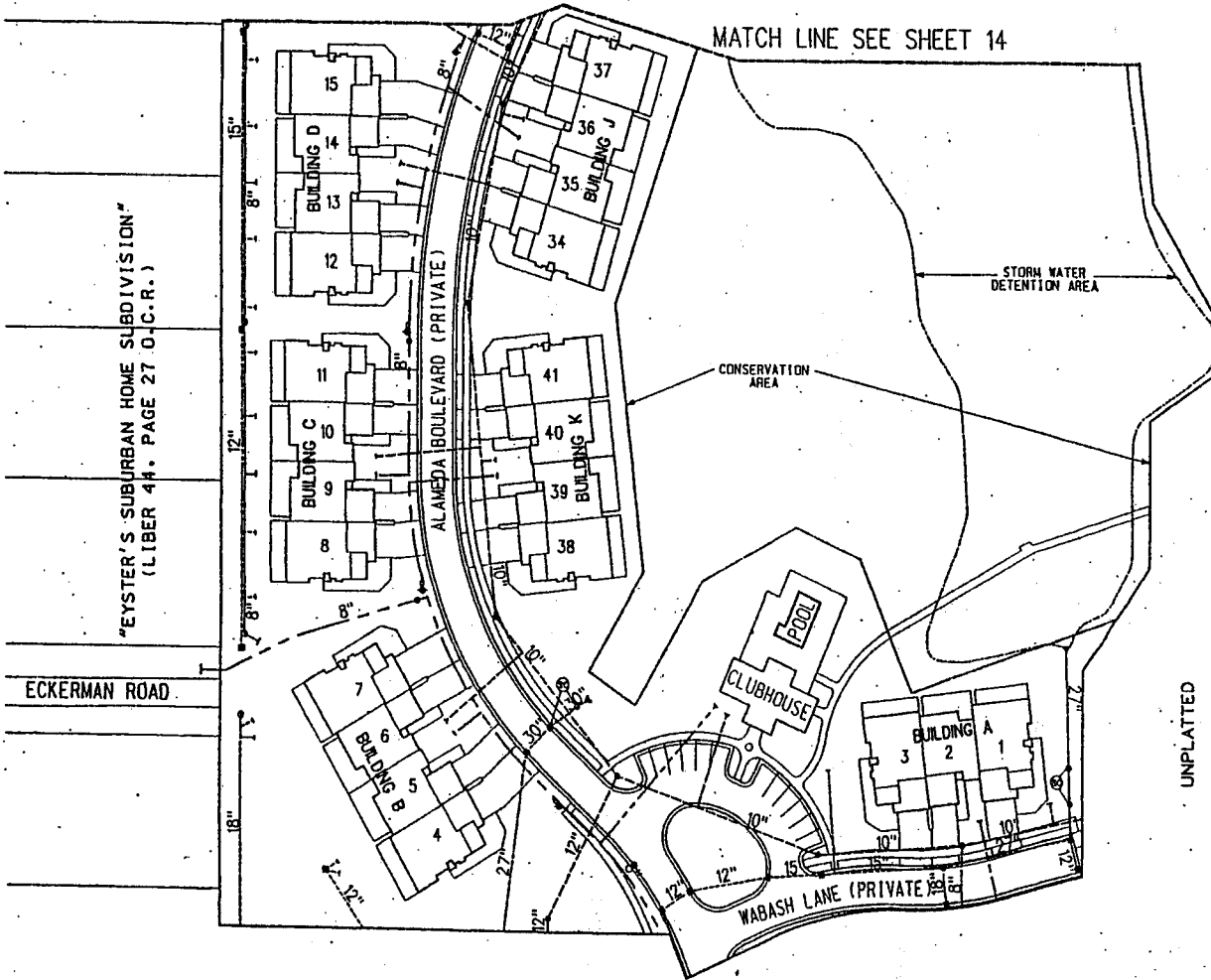
UTILITIES, AS SHOWN, INDICATE APPROXIMATE LOCATIONS ONLY, AS DISCLOSED BY THE RECORDS OF THE VARIOUS COMPANIES AND NO GUARANTEE IS GIVEN AS TO COMPLETENESS OR ACCURACY THEREOF.

ALL UTILITIES AND ROADS MUST BE BUILT.

LEGEND

- 1-8" SERVICE — PROP. SANITARY SEWER
- 1-3" SUMP LEAD — PROP. STORM SEWER
- 1-3" FOOTING LEAD — PROP. FOOTING DRAIN
- 1-1.5" SERVICE — PROP. WATER MAIN
- PROP. MANHOLE
- PROP. CATCH BASIN
- ▲ PROP. END SECTION
- ◆ PROP. HYDRANT
- PROP. GATE VALVE
- PROP. CLEANOUT
- ⊗ PROP. SWIRL CHAMBER

MATCH LINE SEE SHEET 14



UNPLATTED

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 41, PAGE 27 O.C.R.)

ECKERMAN ROAD

"THE TOWNES OF NORTHWYCK"
OCC SUBDIVISION NO. 1559



Alan Hays

UTILITY PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40'

PROPOSED DATE 01/20/04

GWE
Giffels-Webster Engineers, Inc.
Professional Engineers
3001 BORN STREET, ANN ARBOR, MICHIGAN 48106
(734) 963-7300

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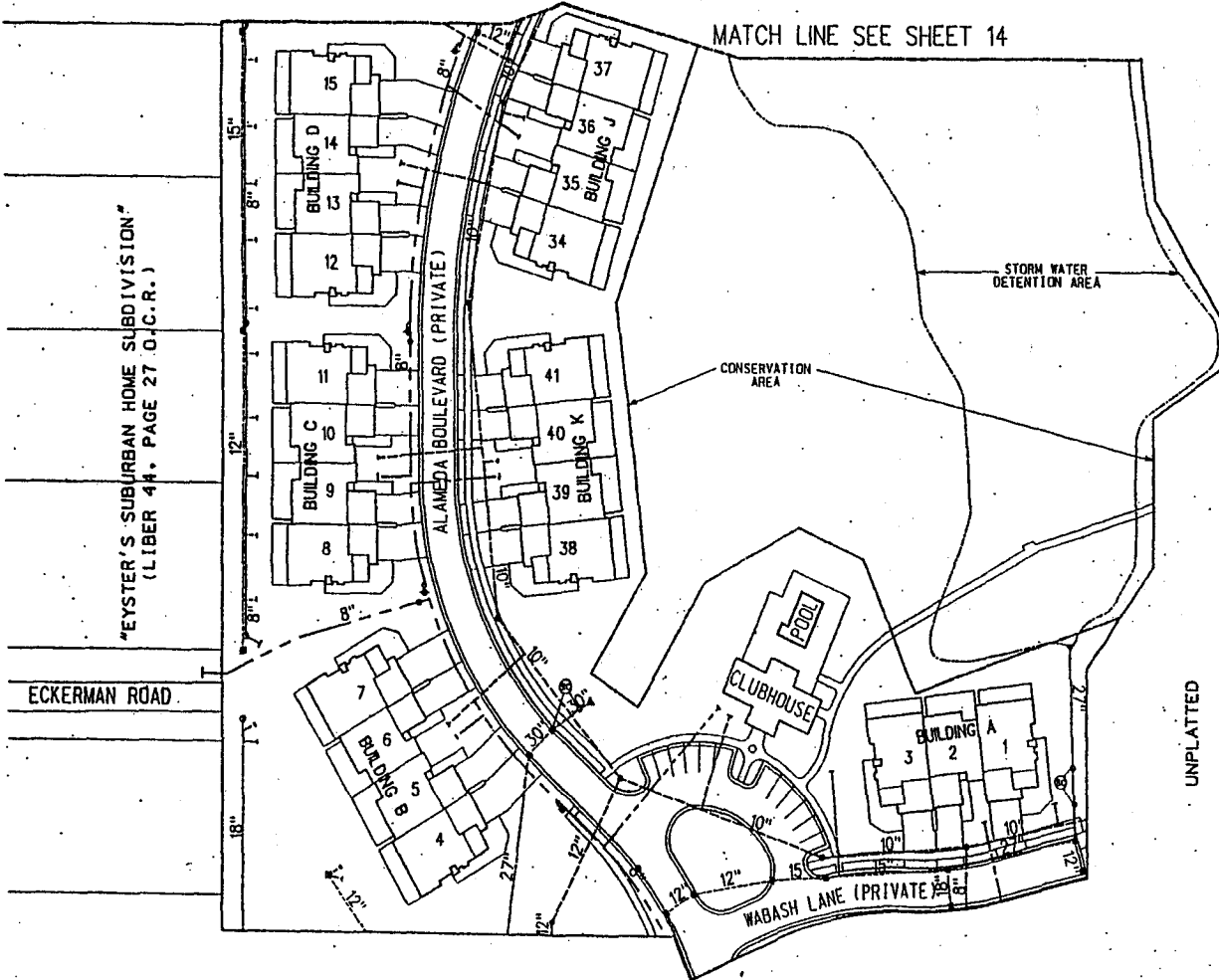
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ALL UTILITIES AND ROADS MUST BE BUILT.

LEGEND

- 1-8" SERVICE — PROP. SANITARY SEWER
- 1-3" SUMP LEAD — PROP. STORM SEWER
- 1-3" FOOTING LEAD — PROP. FOOTING DRAIN
- 1-5" SERVICE — PROP. WATER MAIN
- PROP. MANHOLE
- PROP. CATCH BASIN
- ▲ PROP. END SECTION
- ◆ PROP. HYDRANT
- PROP. GATE VALVE
- PROP. CLEANOUT
- ⊗ PROP. SWIRL CHAMBER

MATCH LINE SEE SHEET 14



"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)

ECKERMAN ROAD

ALAMEDA BOULEVARD (PRIVATE)

CONSERVATION AREA

STORM WATER DETENTION AREA

CLUBHOUSE

WABASH LANE (PRIVATE)

UNPLATTED

"THE TOWNES OF NORTHWYCK"
OCC SUBDIVISION NO. 1559



Alan Hays

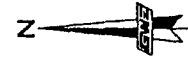
UTILITY PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40'

PROPOSED DATE 01/20/04

GWE
Giffels-Webster Engineers, Inc.
ENGINEERS ARCHITECTS PLANNERS
2871 HARRIS STREET
CLAY CITY, IN 47520

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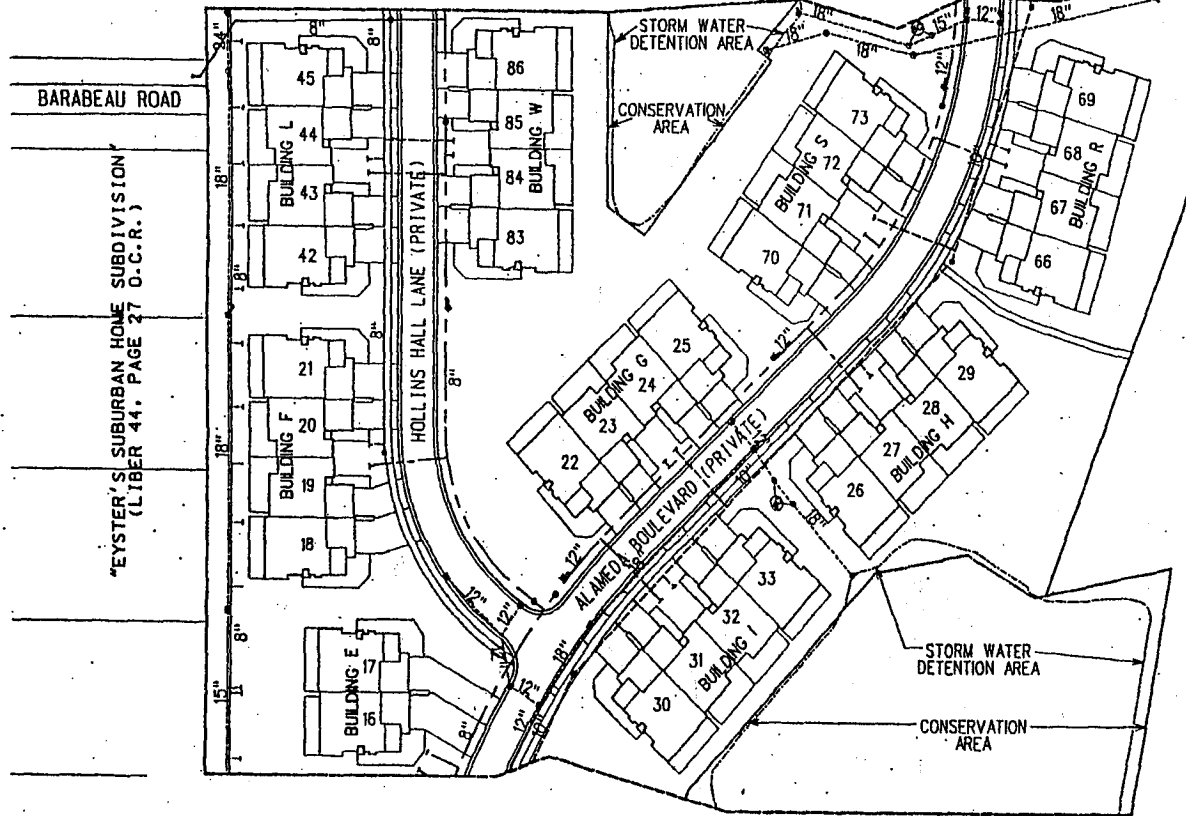
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ALL UTILITIES AND ROADS MUST BE BUILT.

LEGEND

- 1-6" SERVICE — PROP. SANITARY SEWER
- 1-3" SUMP LEAD — PROP. STORM SEWER
- 1-3" FOOTING LEAD — PROP. FOOTING DRAIN
- 1-1.5" SERVICE — PROP. WATER MAIN
- PROP. MANHOLE
- PROP. CATCH BASIN
- ▲ PROP. END SECTION
- ◆ PROP. HYDRANT
- PROP. GATE VALVE
- PROP. CLEANOUT
- ⊗ PROP. SWIRL CHAMBER

MATCH LINE SEE SHEET 15



UNPLATTED

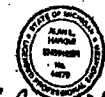
MATCH LINE SEE SHEET 13

BARABEAU ROAD

FEYSTER'S SUBURBAN HOME SUBDIVISION (LIBER 41, PAGE 27 D.C.R.)

HOLLINS HALL LANE (PRIVATE)

ALAMEDA BOULEVARD (PRIVATE)



Alan Hays

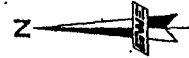
**UTILITY PLAN
THE VILLAS OF NORTHWYCK**

SCALE: 1"=40' 0 20 40 80 120

PROPOSED DATE 01/20/04

GWE
 Giffels-Webster Engineers, Inc.
 DESIGN, LAND SURVEYING, PLANNING, LANDSCAPE ARCHITECTURE
 3000 WEST WYOMING AVENUE, SUITE 100
 TROY, MI 48068-3000
 TEL: 313.486.2000

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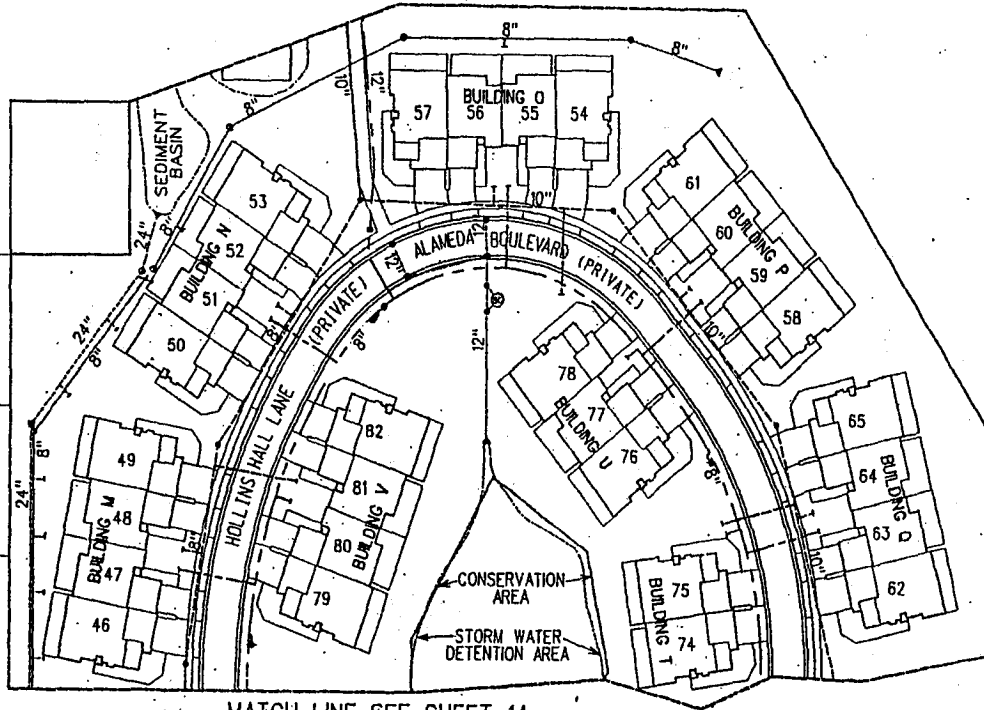
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LEGEND

- 1.5" SERVICE PROP. SANITARY SEWER
- 1.5" SUMP LEAD PROP. STORM SEWER
- 1.5" FOOTING LEAD PROP. FOOTING DRAIN
- 1.5" SERVICE PROP. WATER MAIN
- PROP. MANHOLE
- PROP. CATCH BASIN
- ▲ PROP. END SECTION
- ◆ PROP. HYDRANT
- PROP. GATE VALVE
- PROP. CLEANOUT
- ⊗ PROP. SWIRL CHAMBER

MATCH LINE SEE SHEET 16



MATCH LINE SEE SHEET 14

UNPLATTED

"EYSTER'S SUBURBAN HOME SUBDIVISION"
LIBER 44, PAGE 27 O.C.R.



Alan Harold Swenson

UTILITY PLAN
THE VILLAS OF NORTHWYCK

SCALE: 1"=40' 0 20 40 80 120

PROPOSED DATE 01/20/04

GWE
Giffels-Webster Engineers, Inc.
ENGINEERS ARCHITECTS
2075 KINGS STREET
ANN ARBOR MI 48106
616.962.7100

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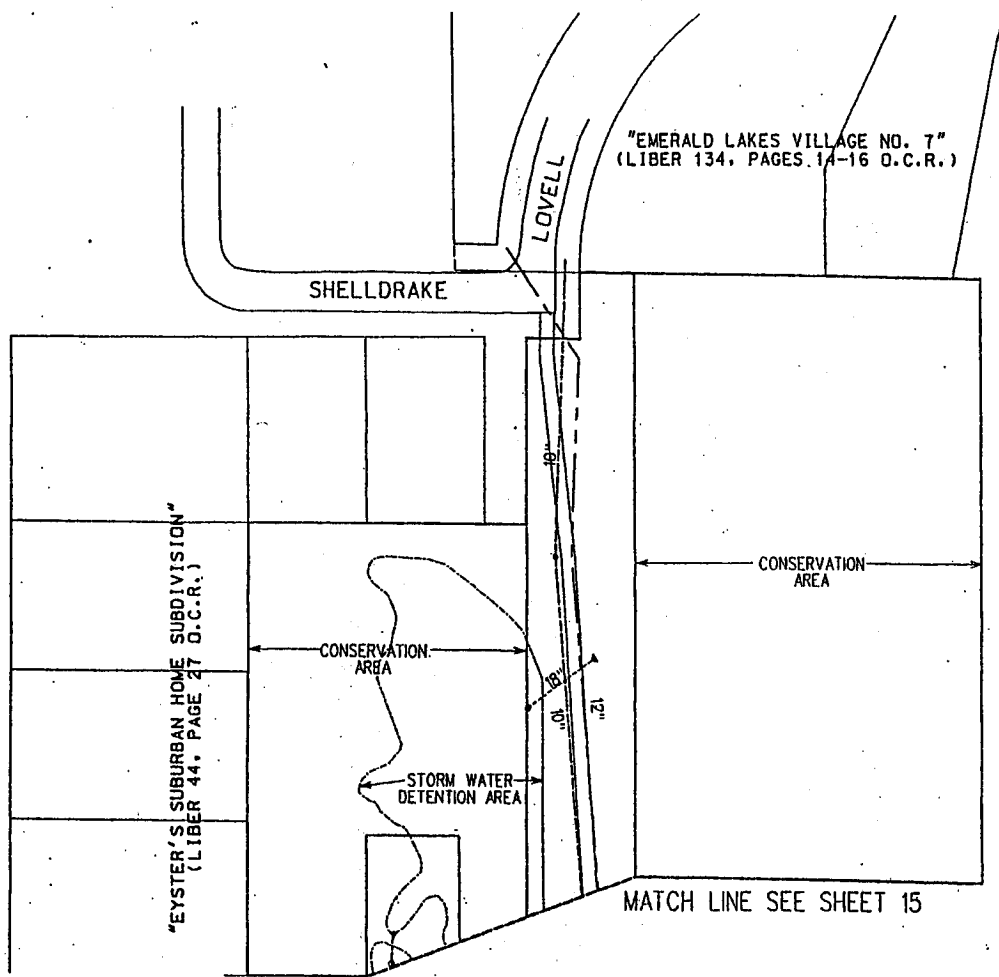
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LEGEND

- 1-8" SERVICE PROP. SANITARY SEWER
- 1-3" SUMP LEAD PROP. STORM SEWER
- 1-3" FOOTING LEAD PROP. FOOTING DRAIN
- 1-1.5" SERVICE PROP. WATER MAIN
- PROP. MANHOLE
- PROP. CATCH BASIN
- ▲ PROP. END SECTION
- ◆ PROP. HYDRANT
- ◊ PROP. GATE VALVE
- PROP. CLEANOUT
- ⊗ PROP. SWIRL CHAMBER



"EMERALD LAKES VILLAGE NO. 7"
(LIBER 134, PAGES 14-16 O.C.R.)

"EYSTER'S SUBURBAN HOME SUBDIVISION"
(LIBER 44, PAGE 27 O.C.R.)

UNPLATTED

MATCH LINE SEE SHEET 15

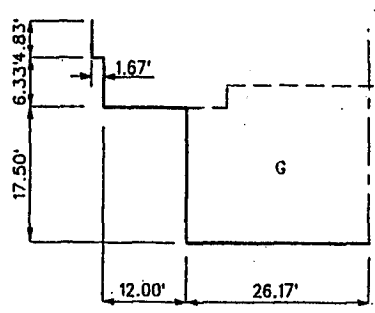
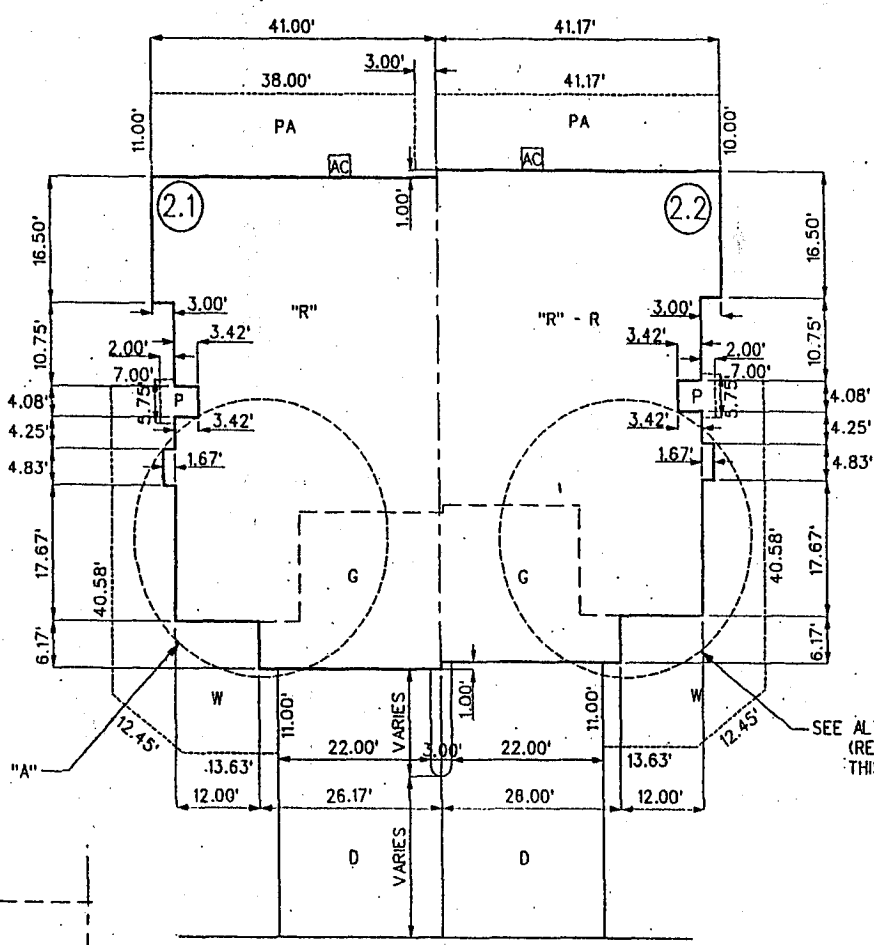


UTILITY PLAN
THE VILLAS OF NORTHWYCK

Albert S. Hays

SCALE: 1"=40'
0 20 40 80 120
PROPOSED DATE 01/20/04

Giffels-Webster Engineers, Inc.
 ENGINEERS, ARCHITECTS, PLANNERS, LANDSCAPE ARCHITECTS
 3071 BOND STREET, BLOOMHURST HILLS, MI 48304
 (313) 246-1100



SEE ALTERNATE "A" THIS SHEET

SEE ALTERNATE "A" (REVERSED) THIS SHEET

LEGEND

- (2.1) DENOTES OUTSIDE FACE OF BUILDING CORNER FOR COORDINATE LOCATION
- DENOTES BUILDING PERIMETER
- - - DENOTES CENTERLINE OF COMMON WALL
- P DENOTES PORCH AREA LIMITED COMMON ELEMENT
- PA DENOTES PRIVACY AREA LIMITED COMMON ELEMENT
- W DENOTES WALK AREA LIMITED COMMON ELEMENT
- G DENOTES GARAGE AREA LIMITED COMMON ELEMENT
- D DENOTES DRIVEWAY AREA LIMITED COMMON ELEMENT
- "R" DENOTES RANCH UNIT TYPE
- "S" DENOTES SPLIT UNIT TYPE
- R THE LETTER R AFTER THE UNIT TYPE INDICATES THAT THE UNIT IS CONSTRUCTED REVERSE OF THE PLAN SHOWN
- AC AIR CONDITIONER

NOTES:

1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER, UNLESS NOTED OTHERWISE.

UNIT NUMBER	FIRST FLOOR ELEVATION
16	706.17
17	706.17
74	698.67
75	698.67

PERIMETER PLAN FOR BUILDINGS E AND T

PERIMETER PLAN A THE VILLAS OF NORTHWYCK



Alan H. Hargy

SCALE: 1"=8' 0 4 8 16 24

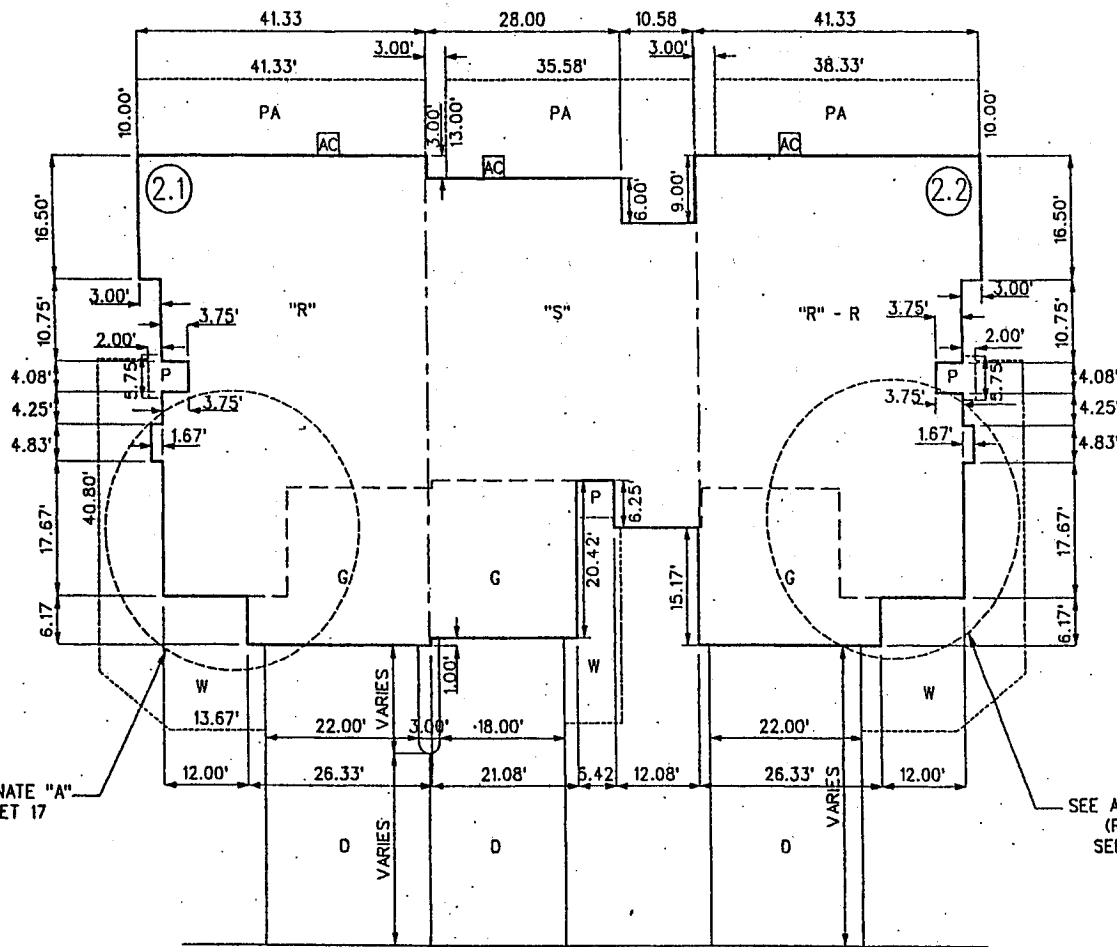
PROPOSED DATE 01/20/04

DATE: _____

GWE

Giffels-Webster Engineers, Inc.
SURVEYING LAND SURVEYORS PLANNERS LANDSCAPE ARCHITECTS
807 BOND STREET ANN ARBOR, MICHIGAN 48106-1508
481-962-3300

17



SEE ALTERNATE "A"
SEE SHEET 17

SEE ALTERNATE "A"
(REVERSED)
SEE SHEET 17

LEGEND

(2.1)

DENOTES OUTSIDE FACE OF BUILDING
CORNER FOR COORDINATE LOCATION

— DENOTES BUILDING PERIMETER

- - - DENOTES CENTERLINE OF COMMON WALL

P DENOTES PORCH AREA
LIMITED COMMON ELEMENT

PA DENOTES PRIVACY AREA
LIMITED COMMON ELEMENT

W DENOTES WALK AREA
LIMITED COMMON ELEMENT

G DENOTES GARAGE AREA
LIMITED COMMON ELEMENT

D DENOTES DRIVEWAY AREA
LIMITED COMMON ELEMENT

"R" DENOTES RANCH UNIT TYPE

"S" DENOTES SPLIT UNIT TYPE

R THE LETTER R AFTER THE UNIT TYPE
INDICATES THAT THE UNIT IS CONSTRUCTED
REVERSE OF THE PLAN SHOWN

AC AIR CONDITIONER

NOTES:

1. ALL OWNERSHIP LINES ARE 90° TO EACH
OTHER, UNLESS NOTED OTHERWISE.

UNIT NUMBER	FIRST FLOOR ELEVATION
1	703.67
2	704.67
3	704.67
76	700.67
77	700.67
78	700.67

PERIMETER PLAN FOR
BUILDINGS A AND U

PERIMETER PLAN B
THE VILLAS OF NORTHWYCK



Alan S. Hays

SCALE: 1"=8' 0 4 8 16 24

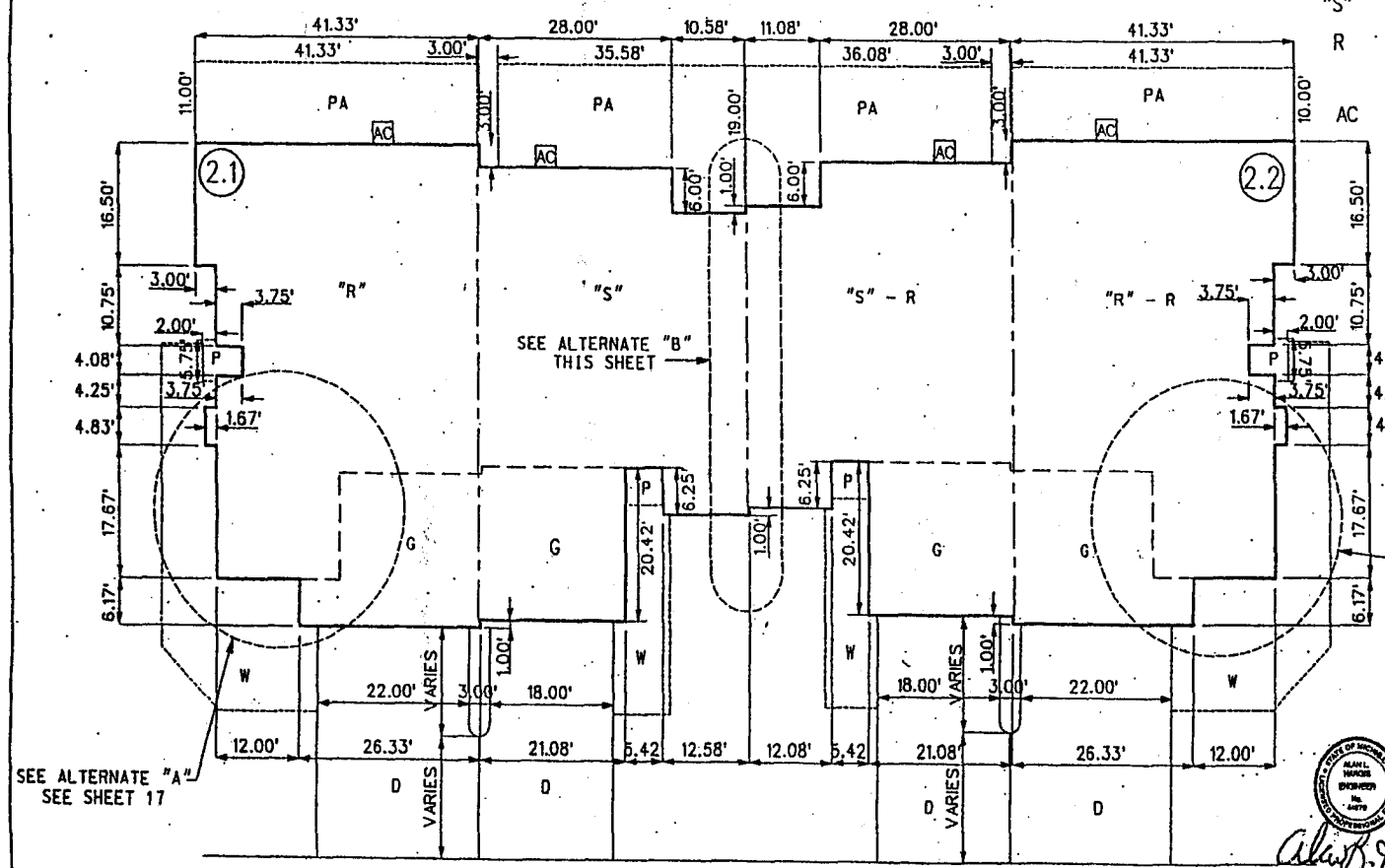
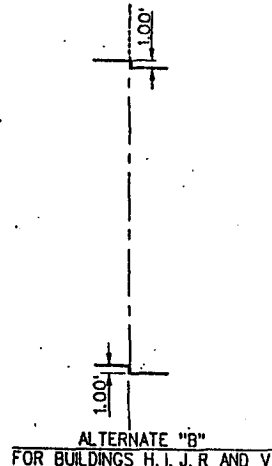
PROPOSED DATE 01/20/04

GWE
Giffels-Webster Engineers, Inc.
CONSULTING ENGINEERS
3871 BIRD STREET, BIRMINGHAM, AL 35208
(205) 982-1000

UNIT NUMBER	FIRST FLOOR ELEVATION	UNIT NUMBER	FIRST FLOOR ELEVATION	UNIT NUMBER	FIRST FLOOR ELEVATION	UNIT NUMBER	FIRST FLOOR ELEVATION
4	708.67	26	701.67	46	706.17	66	700.50
5	708.67	27	701.67	47	706.17	67	700.50
6	708.67	28	700.67	48	705.17	68	699.50
7	708.67	29	700.67	49	705.17	69	699.50
8	708.67	30	703.67	50	704.67	70	700.17
9	708.67	31	703.67	51	704.67	71	700.17
10	707.67	32	702.67	52	704.67	72	699.17
11	707.67	33	702.67	53	704.67	73	699.17
12	705.67	34	706.17	54	702.17	79	705.17
13	705.67	35	706.17	55	702.17	80	705.17
14	705.67	36	705.17	56	703.17	81	704.17
15	705.67	37	705.17	57	703.17	82	704.17
18	705.67	38	708.17	58	700.67	83	706.67
19	705.67	39	708.17	59	700.67	84	706.67
20	705.67	40	707.17	60	701.67	85	706.67
21	705.67	41	707.17	61	701.67	86	706.67
22	702.17	42	706.67	62	699.17		
23	702.17	43	706.67	63	699.17		
24	701.17	44	706.67	64	700.17		
25	701.17	45	706.67	65	700.17		

LEGEND

- (2.1) DENOTES OUTSIDE FACE OF BUILDING CORNER FOR COORDINATE LOCATION
- DENOTES BUILDING PERIMETER
- - - DENOTES CENTERLINE OF COMMON WALL
- P DENOTES PORCH AREA LIMITED COMMON ELEMENT
- PA DENOTES PRIVACY AREA LIMITED COMMON ELEMENT
- W DENOTES WALK AREA LIMITED COMMON ELEMENT
- G DENOTES GARAGE AREA LIMITED COMMON ELEMENT
- D DENOTES DRIVEWAY AREA LIMITED COMMON ELEMENT
- "R" DENOTES RANCH UNIT TYPE
- "S" DENOTES SPLIT UNIT TYPE
- R THE LETTER R AFTER THE UNIT TYPE INDICATES THAT THE UNIT IS CONSTRUCTED REVERSE OF THE PLAN SHOWN
- AC AIR CONDITIONER



NOTES:
1. ALL OWNERSHIP LINES ARE 90° TO EACH OTHER, UNLESS NOTED OTHERWISE.

SEE ALTERNATE "A" (REVERSED) SEE SHEET 17

PERIMETER PLAN FOR BUILDINGS B, C, D, F, G, H, I, J, K, L, M, N, O, P, Q, R, S, V AND W

PERIMETER PLAN C THE VILLAS OF NORTHWYCK



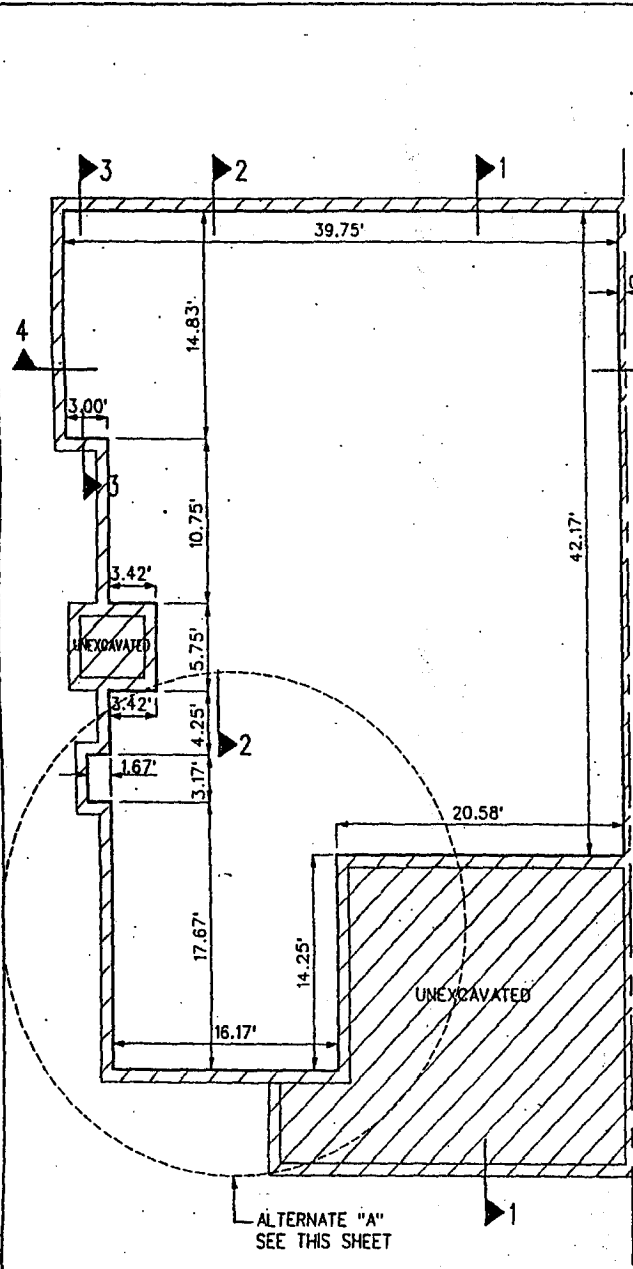
Alan B. Hargis

SCALE: 1"=8' 0 4 8 16 24
PROPOSED DATE 01/20/04

Giffels-Webster Engineers, Inc.
 2010 W. BROADWAY, SUITE 1000, DENVER, CO 80202
 PHONE: 303.733.1111 FAX: 303.733.1112
 WWW.GWE.COM

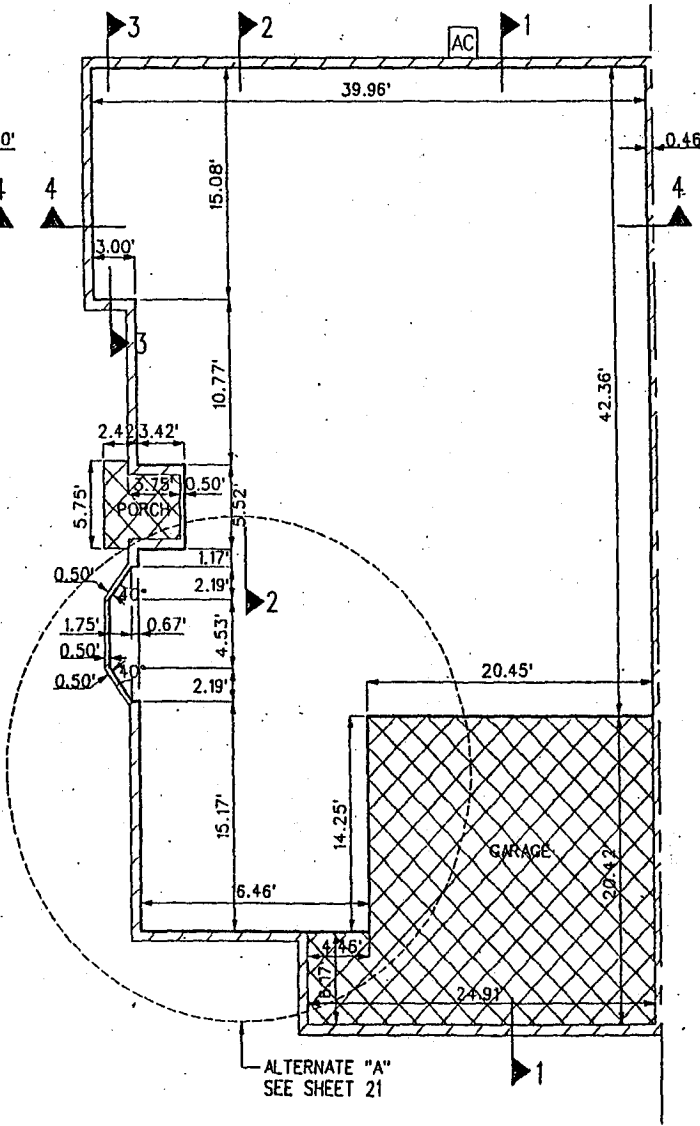
GWE
 Giffels-Webster Engineers, Inc.
 LICENSED PROFESSIONAL ENGINEERS
 STATE OF MICHIGAN
 LICENSE NO. 4479

19



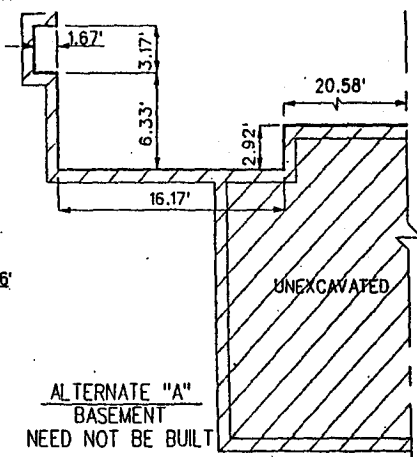
BASEMENT PLAN

ALTERNATE "A"
SEE THIS SHEET



FIRST FLOOR PLAN

ALTERNATE "A"
SEE SHEET 21



ALTERNATE "A"
BASEMENT
NEED NOT BE BUILT

LEGEND

- = LIMITS OF OWNERSHIP
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- AC = AIR CONDITIONER

NOTES:

- ALL BASEMENT WALLS ARE 0.83', EXCEPT AS NOTED.
- ALL FIRST FLOOR WALLS ARE 0.67', EXCEPT AS NOTED.
- ALL DIMENSIONS ARE IN FEET.
- ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.
- ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.

	FLOOR AREA (SQUARE FEET)	
	STANDARD	ALTERNATE "A"
BASEMENT	1,810	1,627
FIRST FLOOR	1,842	1,654

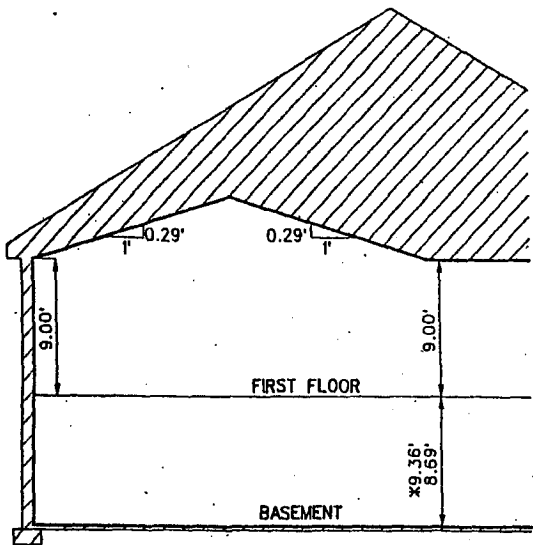
**TYPE "R" FLOOR PLAN
THE VILLAS OF NORTHWYCK**

SCALE: 1"=4' 0 2 4 8 16

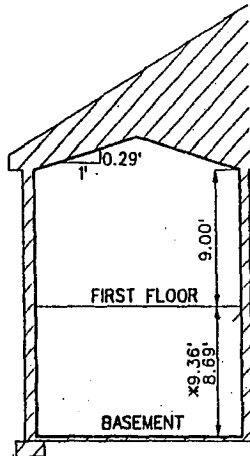
PROPOSED DATE 01/20/04

Alast. Harg

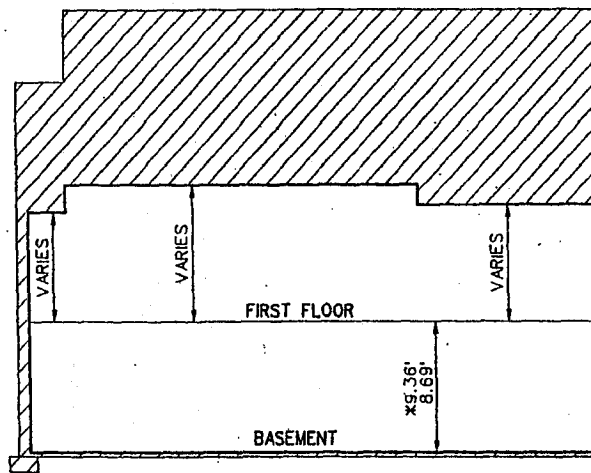
GWE
Giffels-Webster Engineers, Inc.
GENERAL AND SURVEYING ENGINEERS LICENSED ARCHITECTS
3111 WILSON AVENUE SUITE 100
CHAS. HAYES, INC.



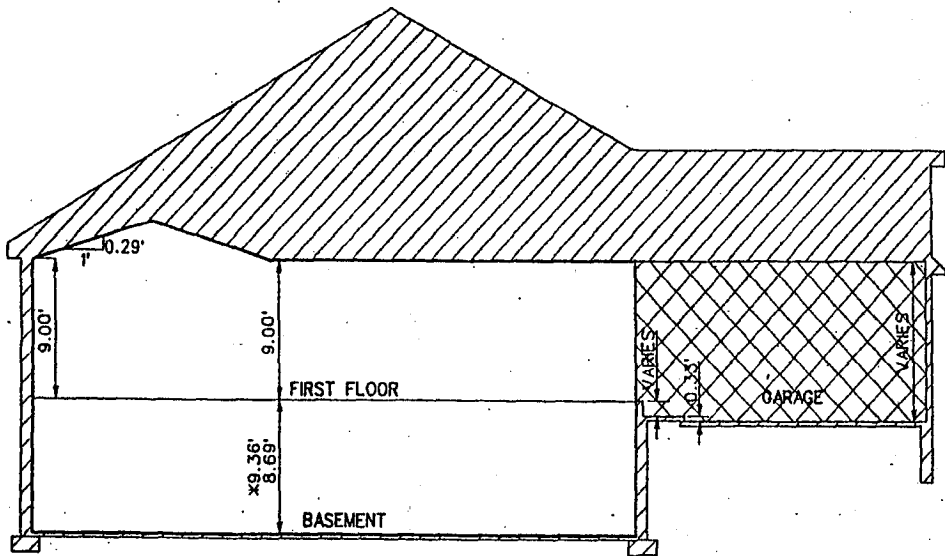
SECTION 2-2



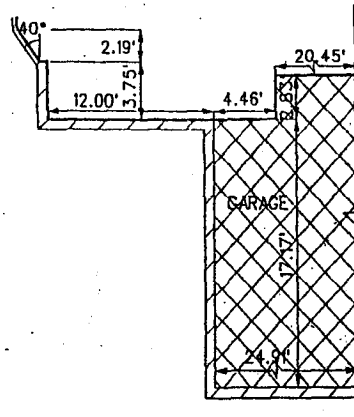
SECTION 3-3



SECTION 4-4



SECTION 1-1



ALTERNATE "A"
FIRST FLOOR
NEED NOT BE BUILT



LEGEND

= GENERAL COMMON ELEMENT

= LIMITED COMMON ELEMENT

— = LIMITS OF OWNERSHIP

*HEIGHT FOR UNITS WITH WALKOUT AND DAYLIGHT BASEMENTS

NOTES:

ALL DIMENSIONS ARE IN FEET.

ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.

ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.

TYPE "R" SECTIONS
THE VILLAS OF NORTHWYCK

SCALE: 1"=4'

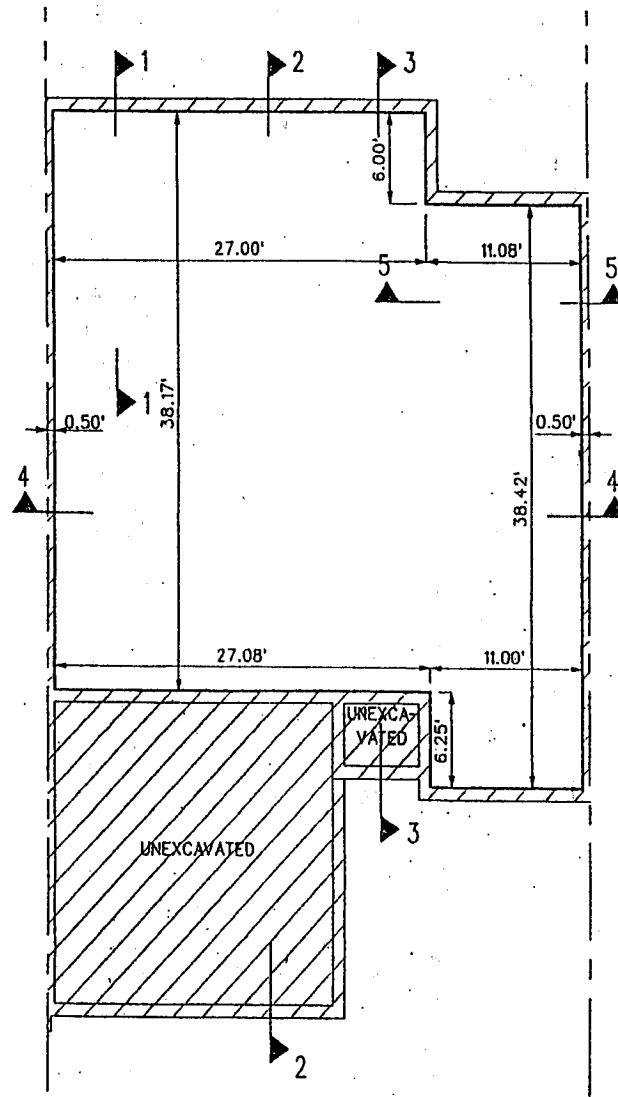
PROPOSED DATE 01/20/04

Alan H. Hargrove

DATE: _____

GWE
Giffels-Webster Engineers, Inc.
10000 Lenoir Street, Raleigh, NC 27615
919-877-1000

21



BASEMENT PLAN

LEGEND

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

NOTES:

ALL BASEMENT PLAN WALLS ARE 0.83', EXCEPT AS NOTED.

ALL DIMENSIONS ARE IN FEET.

ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.

ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.

FLOOR AREA (SQ. FT.)	
BASEMENT	1,455
FIRST FLOOR	1,461
SECOND FLOOR	961

TYPE "S" FLOOR PLAN
THE VILLAS OF NORTHWYCK



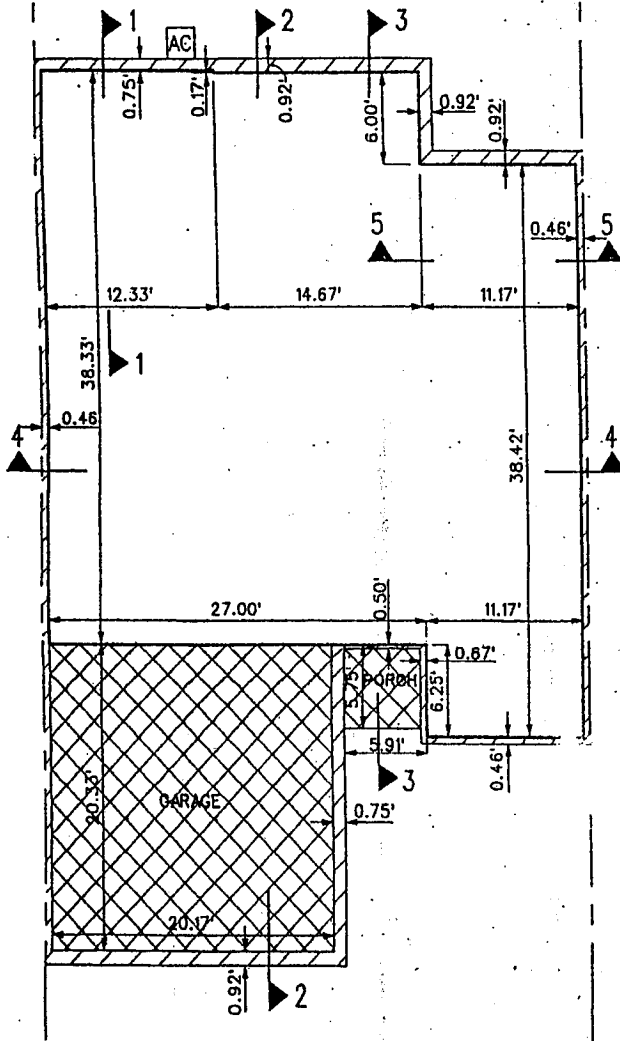
Alan R. Hargis

SCALE: 1"=4'

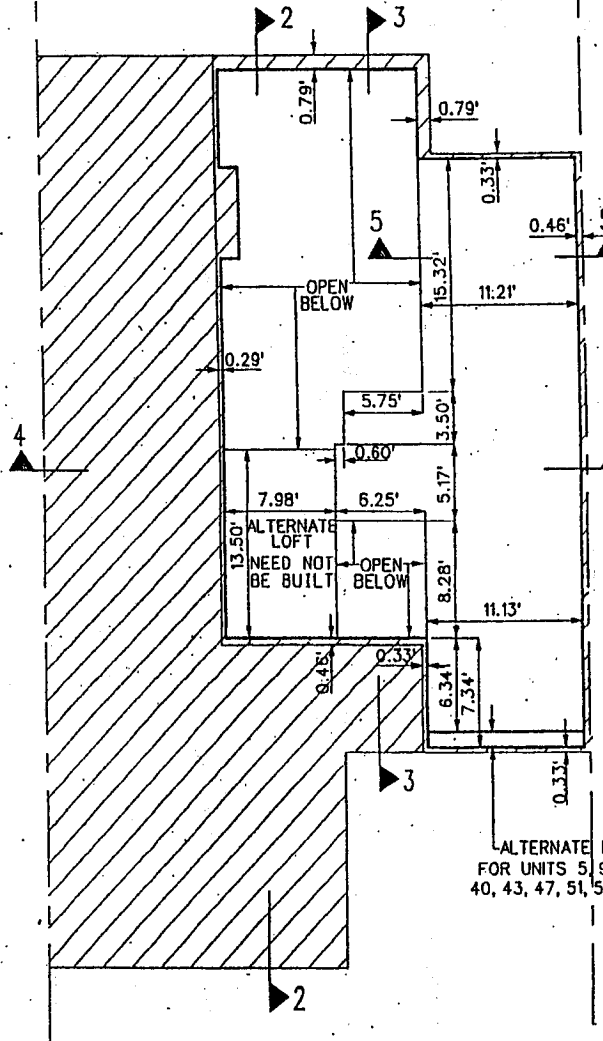
PROPOSED DATE 01/20/04

GWE

Giffels-Webster Engineers, Inc.
 CONSULTING ENGINEERS
 2071 BOND STREET
 ROCHESTER HILLS, MI 48063
 (248) 882-3300



FIRST FLOOR PLAN



SECOND FLOOR PLAN

LEGEND

- = LIMITS OF OWNERSHIP
- = GENERAL COMMON ELEMENT
- = LIMITED COMMON ELEMENT
- AC = AIR CONDITIONER

NOTES:

ALL DIMENSIONS ARE IN FEET.
 ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.
 ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.

ALTERNATE EXTENDED ROOM
 FOR UNITS 5, 9, 13, 19, 23, 27, 31, 35,
 40, 43, 47, 51, 56, 60, 64, 67, 71, 80, 85



TYPE "S" FLOOR PLAN
 THE VILLAS OF NORTHWYCK

SCALE: 1"=4' 0 2 4 8 16
 PROPOSED DATE 01/20/04

Alan H. Szymanski

DATE: 01/20/04

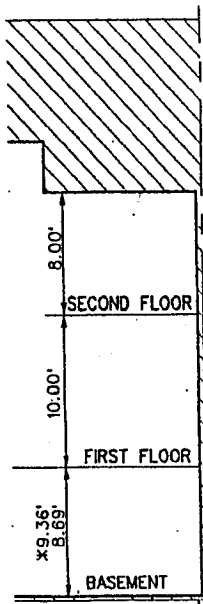
PROJECT: THE VILLAS OF NORTHWYCK

OWNER: GOWanus

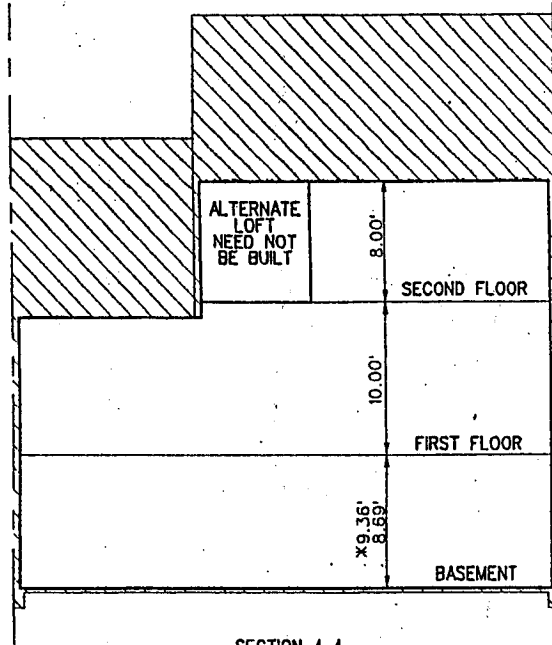
DESIGNER: Alan H. Szymanski, P.E., No. 10877

GWE
 Giffels-Webster Engineers, Inc.
 REGISTERED LAND SURVEYORS, PLANNERS, LANDSCAPE ARCHITECTS
 3401 88th STREET, BOCA RATON, FLORIDA 33433
 PHONE: 561-993-1338

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SECTION 5-5



SECTION 4-4

LEGEND

 = GENERAL COMMON ELEMENT

 = LIMITS OF OWNERSHIP

*HEIGHT FOR UNITS WITH WALKOUT AND DAYLIGHT BASEMENTS

NOTES:

ALL DIMENSIONS ARE IN FEET.

ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER, EXCEPT AS NOTED.

ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING, EXCEPT AS NOTED.

TYPE "S" SECTIONS
THE VILLAS OF NORTHWYCK



Alan H. Boyer

SCALE: 1"=4'
0 2 4 8 16
PROPOSED DATE 01/20/04

25

GWE
Giffels-Webster Engineers, Inc.
Professional Engineers
20000 W. 15th Street, Suite 100
Farmington Hills, MI 48334
248.851.1100

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

THE VILLAS OF NORTHWYCK ASSOCIATION

ID NUMBER: 779602

received by facsimile transmission on January 9, 2004 is hereby endorsed filed on January 12, 2004 by the Administrator. The document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.



In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 12th day of January, 2004.

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

, Director

Bureau of Commercial Services

**NON-PROFIT
ARTICLES OF INCORPORATION**

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

**ARTICLE I
NAME**

The name of the corporation is The Villas of Northwyck Association.

**ARTICLE II
PURPOSES**

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

- (a) To manage and administer the affairs of and to maintain The Villas of Northwyck, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium.
- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (l) In furtherance of the foregoing, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE III
ADDRESSES**

The address of the first registered office is 6905 Telegraph Road, Suite 200, Bloomfield Hills, Michigan 48301.

**ARTICLE IV
RESIDENT AGENT**

The name of the first resident agent is David W. Robertson.

**ARTICLE V
BASIS OF ORGANIZATION AND ASSETS**

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

The value of assets which said corporation possesses is — Real Property: None
Personal Property: None

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

**ARTICLE VI
INCORPORATOR**

The name of the incorporator is C. Kim Shierk and her place of business is 40701 North Woodward Avenue, Suite 235, Bloomfield Hills, Michigan 48304.

**ARTICLE VII
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

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

- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as her membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

**ARTICLE IX
LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS AND OTHER VOLUNTEERS**

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

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or wilful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Signed this 9th day of January, 2004

When filed return to:



C. Kim Shierk, Incorporator

C. Kim Shierk of Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304

THE VILLAS OF NORTHWYCK ESCROW AGREEMENT

THIS AGREEMENT is entered into this 12th day of January, 2004, between Robertson Northwyck, L.L.C., a Michigan limited liability company ("Developer"), and Ticor Title Insurance Corporation ("Escrow Agent"), through its duly designated representative for this purpose, Metropolitan Title Company.

WHEREAS, Developer has established or intends to establish The Villas of Northwyck as a residential Condominium Project under applicable Michigan law; and,

WHEREAS, Developer is selling Condominium Units in The Villas of Northwyck and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and,

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

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

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, The Condominium Buyer's Handbook and the Disclosure Statement.

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

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

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

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 25 thereof, Escrow Agent shall, within three business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(iii) In the event that a Purchaser duly terminates a Purchase Agreement executed under the provisions of '88 of the Act pursuant to paragraph 23 or paragraph 24 of the Purchase Agreement, Escrow Agent shall release all of Purchaser's deposits held thereunder to Purchaser.

B. Upon Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow

Agent shall release all sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built", are substantially complete.

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

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

E. Release of Interest Earned Upon Escrowed Funds. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of Purchaser's withdrawal from a Purchase Agreement shall be paid to Developer.

F. Other Adequate Security. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with

Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

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

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

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

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

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

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

3. Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete. Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefore, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed

necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

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

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

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

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

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

ROBERTSON NORTHWYCK, L.L.C.
a Michigan limited liability company,
Developer

By: Robertson Brothers Co.,
a Michigan corporation, Manager

By: /s/ _____
James V. Clarke
6905 Telegraph Road, Suite 200
Bloomfield Hills, Michigan 48301
(248) 644-3460

TICOR TITLE INSURANCE
CORPORATION,
By its Agent: Metropolitan Title Company

By: /s/ _____
Christine M. Lapplander

39400 Woodward Avenue, Suite 135
Bloomfield Hills, Michigan 48304
(248) 540-9620

THE RULES AND REGULATIONS
AS THEY APPLY TO THE
ARCHITECTURAL CONTROL
POLICIES AND PROCEDURES

The Villas of Northwyck
The Rules and Regulations as They Apply To The
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THE VILLAS OF NORTHWYCK

THE RULES AND REGULATIONS AS THEY APPLY TO THE ARCHITECTURAL CONTROL POLICIES AND PROCEDURES

POLICIES

To promote the aesthetic harmony and continuing attractiveness of The Villas of Northwyck and to facilitate the beneficial operation of the residential areas thereof, The Villas of Northwyck Association Board has adopted the following Rules and Regulations as they apply to the Architectural Control Policies and Procedures. These policies provide for community appearance standards and coordinated administration of those items related to community appearance throughout the community.

The Board of Directors and/or the Covenants Committee is responsible for the approval of alterations and modifications to all Limited Common Elements. The Condominium By-laws stated in Article VI, Section 3, contain the general requirements. They are:

“Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including, without limitation, exterior painting or the erection of lights, aerials, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way disturb or restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; provided, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.”

General

1. The Board may appoint representatives to a Covenants Committee to enforce these Rules and Regulations and review applications for alterations and modifications.

2. Alteration and modification requests will be considered only if submitted in accordance with procedures established by The Villa of Northwyck Association.
3. These requests shall be acted on in writing, within 30 days of receipt.
4. The initial approval granted by the Board or Covenants Committee shall constitute only as authority to construct. Any construction so approved shall be in accordance with the approved request, the municipality building code and shall be subject to their permits and final inspections.
5. The Board reserves the right to use any authorities granted to it under the Master Deed and Condominium By-laws as well as any other rights available to enforce these Rules and Regulations as they apply to the Architectural Control Policies and Procedures.
6. Once approved, alterations/modifications made by a Co-owner and/or contractor shall be done without expense or liability to the Association. Co-owners shall be responsible for the following but not limited to:
 - 6.1 Damage to sod, landscaping, final building grades, fences, irrigation system, utilities and building exteriors during construction;
 - 6.2 Damage to neighboring units, both interior and exterior during construction;
 - 6.3 Injury to themselves, members of the public and workmen;
 - 6.4 Damage to their unit or neighboring units caused during or after construction as a result of improper construction or a change in drainage;
 - 6.5 Maintenance of decks, patios or additional landscaping;
 - 6.6 Removal and/or relocation of any existing structures, landscaping, etc., in connection with said installations;
 - 6.7 The subsequent removal of decks, patios or landscaping, as required to allow access to the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance;
 - 6.8 Removal of construction debris/trash shall be within two days of alterations/modification completion.
7. Alterations/modifications once started shall be completed in a timely manner, without delay.
8. The property manager shall act as receiving agent for all alteration and modification problems, concerns, applications, correspondence and refunds of deposit.

9. The Association reserves the right to periodically inspect alterations/modification for adequate maintenance and if in the Association's opinion adequate maintenance has not been performed, request the same of Co-owner. Should Co-owner fail to comply, the Association reserves the right to arrange for needed maintenance and charge Co-owner for same plus a 10% service charge for arrangements made.

Specifics

1. Approved alterations shall be constructed only within the limited common elements as defined in Exhibit "B" to the Master Deed.
2. Approved alterations shall not impair the view, privacy and/or enjoyment of neighboring units. It will be generally required that:
 - 2.1 Decks shall not be attached to or in contact with adjoining condominium units;
 - 2.2 Privacy fences shall be attached to the top surface of the deck;
 - 2.3 Existing grade shall not be changed to result in impaired water drainage for the building (or neighboring building);
 - 2.4 Access shall be provided to enable outside utility meters to be read;
 - 2.5 The property manager shall be contacted when existing irrigation lines or sprinkler heads are to be moved. The Co-owner is responsible for moving heads and costs related thereto;
 - 2.6 The Co-owner is responsible for locating all underground utility lines including the building's sump lines.
3. The installation of approved alterations shall not prevent the Association from performing normal maintenance and repair work.
4. Approved alterations shall be in conformance with the architectural standards of the Association.
 - 4.1 Deck finish material shall be western red cedar (#2 construction grade or better), other deck finish materials must be approved first by the Board of Directors;
 - 4.2 Where decks are being installed, existing sod will be removed and replaced with 2" of crushed or float stone (pea stone or gravel shall not be acceptable) on visqueen;
 - 4.3 Privacy fences and skirt or fascia boards will be stained the appropriate color as designated by the Association. The Association may elect to perform the staining and bill the Co-

owner to ensure uniformity;

- 4.4 Gates shall be permitted within the deck railings and must be submitted on the deck drawings. The gate shall be constructed of the same materials as the deck railing and shall appear as a continuation of the deck railing;
- 4.5 Deck railings should be aluminum of one same style and color as shown on model;
- 4.6 If the deck floor is more than 9" above grade with a gate, steps also must be constructed (City ordinance). The steps to grade shall be located within the limited common element and may not be built on the general common elements;
- 4.7 If an existing deck is modified to incorporate a gate and steps, structural support for the modified deck shall meet city specifications;
- 4.8 Cedar deck floors may be sealed with New Wood Stabilizer by Seasonite as soon as weather permits. After weathering a minimum of 6 months, powerwash the deck and apply an oil based clear sealant such as Penofin. It is the Co-owner's responsibility to maintain his/her deck system whether it be Co-owner or developer installed.
5. Exterior front door speakers may only be installed on the side walls, adjacent to the door on the front entry porch. Speakers shall be Nutone IS-70AB (Antique Brass), recessed installation is preferred when possible.
6. Front & Rear audio system speakers shall be prohibited.
7. Exterior remote keyboards for Co-owner's security system shall be prohibited as well as any exterior sirens, emergency warning lights except as required by the Fire Marshall.
8. Exterior key or keyless garage door remote controls shall be installed on the garage door side jamb. Pad covers (if available) may be gray, black, neutral colored plastic or anodized aluminum. The plate shall be 2 3/4" x 6 1/2" or smaller.
9. No more than three alarm decals per home shall be allowed. The decals' size shall not exceed 4 1/2 " by 3". The recommended location for decals is the lower corner of an operating door or window.
10. Interior window treatment (blinds, drapes, curtains, shutters, etc.) backing shall be white or off white in color. Wood window treatments shall be white or off white or the natural color of the wood exclusive of Ebony (Black) or Mahogany. Clear leaded glass window treatments shall be allowed. "Sun catchers" are excluded.

- 10.1 No objects or items whatsoever visible from the outside shall be displayed in windows or on window sills.
11. Window reflective film treatment manufactured by US Lamco, Inc. or equivalent shall be allowed on the inside of windows and door walls. The film shall have no more than 30% reflectance and three tints are allowed, 50% NT (light), 35% NI (medium), and 25% NI (dark) gray. Please note: applications applied directly to glass typically voids any manufacturer's glass warranties. In addition, when replacing the glass on windows, Co-owners may elect to use factory reflective treated glass in the same tints and colors approved for the film above.
12. Window and door wall screens shall be the same color as originally installed on the units.
13. Annual flower plantings shall be allowed in the general common elements if:
 - 13.1 Annual plantings may be located in existing mulch beds, including mulched areas around the trees;
 - 13.2 Plantings will be compact annual flowers or spring-flowering bulbs, not exceeding 15" in height at maturity;
 - 13.3 Annual plantings will not interfere with shrub maintenance;
 - 13.4 Annual plantings are Co-owner maintained and must be removed by November 1st each year;
 - 13.5 No other plantings or landscaping additions shall be allowed, nor shall any shrubbery or mulch be removed from the beds.
14. Flower pots shall be allowed to be placed on limited common elements (but not driveways, walks, sidewalks or mulch beds) as follows:
 - 14.1 No more than three pots on the front porch. The pots may be cylindrical, square or multiple sided in shape only;
 - 14.2 Pots shall be neutral, terra-cotta or black colored, and made of clay, (glazed or unglazed), wood, concrete, plastic or any other weather resistant material;
 - 14.3 Pots shall be no larger than 15" in diameter or 17" high, with a plant stand, the height must not exceed 30";
 - 14.4 Pots shall be well maintained and in good repair by Co-owner;
 - 14.5 Pots shall be removed by November 1st each year by Co-owner. Evergreen potted plants may be left out year around. The Association shall not be responsible for damage to pots due to snow removal activities.

- 14.6 Shepherd hooks with hanging pots are allowed in the mulch area immediately adjacent to each unit as follows: Not more than one Shepard hook per unit. They may be up to 86" in overall height, with not more than two plant hangers on the hook. The hooks shall be made of wrought iron in black, dark green, or dark brown color throughout. Design must be simple, without decorative scrollwork, designs or insignias. Pot color, material, roping or wire shall be consistent with those for hanging pots. Their placement in the mulch must not interfere with underground lines, shrubs, trees, irrigation or maintenance of the area. They must be used for hanging flowers only.
15. Hanging flowers and suspended flower boxes shall be allowed on decks (and not on front porches) as follows:
 - 15.1 No more than two hanging flower pots shall be allowed per sliding glass door wall, so long as it is not attached to the siding;
 - 15.2 Hanging pots shall be simple cylinder, standard clay pot or standard hanging pot shape;
 - 15.3 Hanging pots shall be white, neutral or terra-cotta colored, and made of clay, plastic, moss or other weather resistant material;
 - 15.4 Hanging pots shall be hung by natural or white colored roping or wire, using rust-resistant brackets and screws fastened to trim facing or joists. Please note: fastening to vinyl siding or shingles is not allowed;
 - 15.5 Suspended flower boxes shall be neutral, natural, or terra-cotta colored, and made of clay, plastic, wood, or other weather resistant material;
 - 15.6 Suspended flower boxes are to be hung from the top of the deck railing, using removable brackets (with no screws or nails) made of a rust-resistant material;
 - 15.7 Hanging pots and suspended flower boxes shall be well maintained and in good repair by Co-owner;
 - 15.8 Hanging pots and suspended flower boxes are to be removed by November 1st each year by Co-owner.
16. Wind chimes, wind socks, thermometers or any other item shall not be hung outside the home.
17. No bird feeders shall be allowed on the decks or privacy areas. Permission from the Board of Directors is necessary for the placement of bird feeders on general common elements.

18. Front porch (limited common element area) may have furniture placed on it, this furniture shall be functional (as opposed to decorative) and well maintained. Collapsible style furniture shall be stored inside.
19. Deck Furniture: It is recommended that rear deck furniture be stored indoors during the winter season. If it remains outdoors during the winter months it should be secured against movement to prevent damage to the common elements and it must not exceed the height of the railing. If the furniture is covered it must be with a neutral colored material. Only furniture and gas grills may be kept on the deck during the winter months, with the exception of flower pots (see exclusion under flower pots 14.5), and nothing may be stored beneath decks, (except grills on patios of walk-out homes, or the stone ground cover of walk-out, and daylight basement homes which have sufficient ground to deck structure clearance to store a grill) at any time. Any damage caused by items contained on or grills stored below a deck will be the responsibility of the respective Co-owner.
20. Flags may be displayed by Co-owners on their units garage door jamb.
 - 20.1 Flags shall not exceed 3' by 5' in size;
 - 20.2 Flag pole holders must be solid cast brass, without ornamentation;
 - 20.3 Flag holder must be mounted on the 1 x 6 garage door jamb trim board at 65" above the garage floor slab;
 - 20.4 Flag poles shall not exceed 72" in length and 1" in diameter;
 - 20.5 Flags shall be well maintained and in good repair by Co-owner.
21. Storm doors shall be Andersen, model # HD 2500 Full View Door in almond with brass hardware, or TRAPP model 100 in herringbone with brass hardware. Options such as corner grills or insignias shall not be permitted.
22. Door knockers and kick plates shall be permitted as follows:
 - 22.1 Door knockers and kick plates shall be solid polished brass;
 - 22.2 Door knockers shall be IVES C2 3125-605 Solid Polished Brass;
 - 22.3 Kick plates shall be 6" high and 34" wide manufactured by IVES: C8400 B3 or CB400 B605 Rg (Magnetic)
 - 22.4 Door knockers and kick plates shall be well maintained and kept in good repair by Co-owner.
23. Decorative objects, such as statuary or bird baths, are not allowed on the front porch or in any of the shrub or mulch beds, in the driveways or in the general common elements.
24. Vehicles parked outside of garages shall not be covered by a tarp, car cover or any other materials.

- 28.3 One awning shall be allowed per unit. The Hampshire plan shall have one awning centered over the Dining Room doorwall, with a depth of 10 ft., and width to vary dependent on building configuration. The Hampshire awning width will be the maximum space allowed from the outside trim board on the side Living Room, to the center of the privacy fence at the common wall. Awnings that are 11'4" in width or less must be equipped with a scissor unit model #530 Pro Series (which does not come with "Easy adjustable slope"). The Nottingham plan shall have one 12 ft. wide by 10 ft. deep awning centered on the Nook doorwall, model #520 Pro Series with "easy adjustable slope";
- 28.4 The Hampshire plan must have an extruded aluminum hood cover installed with the awning system. The Nottingham plan does not require a hood cover;
- 28.5 The backside of the awning valance may be visible when viewed from inside the house;
- 28.6 Allowed options that may be added to the retractable awning are: motorized with manual override with inside switch installed by a licensed electrician, wireless remote control, and "Wind-O-Matic" sensor;
- 28.7 The Co-owner shall not hang anything from the awning or related awning structure (i.e.; plants, lanterns, windchimes, etc.);
- 28.8 Prior to construction, the Co-owner is required to submit an "Application for Alteration/Modification," "Request for Final Inspection," and "The Villas of Northwyck Application for Consent to Common Element Modifications" forms to the Board of Directors for approval;
- 28.9 A construction bond of \$100.00 is required to be submitted with the documents listed in 28.8, above. A recording, and administrative fee will be deducted from the \$100 bond to record the Consent, and Application with the Oakland County Register of Deeds;
- 28.10 Approval to commence construction will be given by the Board of Directors in writing to the Co-owner, as well as a copy of the "Consent Resolutions of Board of Directors of the Villas of Northwyck". Please be aware of the liabilities assumed as stated in paragraph 6 of the General section of the Policies of which this "specific" is made a part of;
- 28.11 Awnings may be extended during daylight hours only. Awnings must be in their full retracted position from dusk until dawn, daily.

25. Non-December holiday decorations may be displayed one week prior to the holiday and must be removed three days after the holiday. No lights may be placed on the outside of the home or displayed inside the windows during these holidays. Please do not nail or screw decorations into any part of the siding.
26. DECEMBER HOLIDAY DECORATIONS: These guidelines have been designed to allow flexibility for each individual Co-owner and yet still maintain aesthetic harmony within the community:
 - 26.1 One wreath or decoration is permitted on or near the front door. Please do not nail or screw into the door. The wreath may be fastened to the trim but not the siding. The recommended wreath hanger is an over-the-door hook in a simple style, clear or brass finish.
 - 26.2 One green wreath or red bow is allowed on each garage light;
 - 26.3 Non-blinking lights are allowed on front and rear trees and shrubs. All lights must be clear or white;
 - 26.4 Non-blinking lights and/or rope garland is permitted on deck rails;
 - 26.5 Lights around the interior or exterior of the windows are not permitted;
 - 26.6 Exterior lighted or unlighted figures, etc. are not allowed;
 - 26.7 Interior lighted figures prominently visible to the exterior are not permitted;
 - 26.8 Cords must be placed in a safe manner on the exterior lights, being properly grounded and not crossing any sidewalks or porches. Cords causing a potential tripping hazard shall not be allowed.
 - 26.9 All December holiday decorations should not be installed or operated prior to Thanksgiving and must be removed no later than January 15th.
27. Outdoor grills must be located and used so that smoke does not affect a neighbor's privacy area. Portable outdoor fireplace type devices are prohibited.
28. Exterior Deck Retractable Awnings, shall be allowed in accordance with the following specifics:
 - 28.1 Awnings must be provided and installed by Marygrove Awning Co., 12700 Merriman Rd., Livonia, Michigan;
 - 28.2 The only approved awning is the "Sunbrella", color: Beige, style# 4620;

- 28.3 One awning shall be allowed per unit. The Hampshire plan shall have one awning centered over the Dining Room doorwall, with a depth of 10 ft., and width to vary dependent on building configuration. The Hampshire awning width will be the maximum space allowed from the outside trim board on the side Living Room, to the center of the privacy fence at the common wall. Awnings that are 11'4" in width or less must be equipped with a scissor unit model #530 Pro Series (which does not come with "Easy adjustable slope"). The Nottingham plan shall have one 12 ft. wide by 10 ft. deep awning centered on the Nook doorwall, model #520 Pro Series with "easy adjustable slope";
- 28.4 The Hampshire plan must have an extruded aluminum hood cover installed with the awning system. The Nottingham plan does not require a hood cover;
- 28.5 The backside of the awning valance may be visible when viewed from inside the house;
- 28.6 Allowed options that may be added to the retractable awning are: motorized with manual override with inside switch installed by a licensed electrician, wireless remote control, and "Wind-O-Matic" sensor;
- 28.7 The Co-owner shall not hang anything from the awning or related awning structure (i.e.; plants, lanterns, windchimes, etc.);
- 28.8 Prior to construction, the Co-owner is required to submit an "Application for Alteration/Modification," "Request for Final Inspection," and "The Villas of Northwyck Application for Consent to Common Element Modifications" forms to the Board of Directors for approval;
- 28.9 A construction bond of \$100.00 is required to be submitted with the documents listed in 28.8, above. A recording, and administrative fee will be deducted from the \$100 bond to record the Consent, and Application with the Oakland County Register of Deeds;
- 28.10 Approval to commence construction will be given by the Board of Directors in writing to the Co-owner, as well as a copy of the "Consent Resolutions of Board of Directors of the Villas of Northwyck". Please be aware of the liabilities assumed as stated in paragraph 6 of the General section of the Policies of which this "specific" is made a part of;
- 28.11 Awnings may be extended during daylight hours only. Awnings must be in their full retracted position from dusk until dawn, daily.

29. Paver patios will be allowed in the Limited Common Element, Privacy Area (PA) as defined in Exhibit "B" to the Master Deed, in accordance with the following specifics.
- 29.1 The design of the paver patio is to be submitted for approval by the Board of Directors. The design submission must include all applicable dimensions (i.e. height, width, and depth), notation of steps, and height of steps, pattern of paver bricks, color of retaining wall and paver bricks. It is required that the installation contractor provides the design to the Co-owner for submission to the Board. Both top and side drawings will be required for approval by the Board. At no point may a paver patio come in contact with an adjoining condominium unit. The approved paver patio shall not impair the view, privacy, and/or enjoyment of neighboring units;
- 29.2 Raised patios must meet all applicable building codes in effect at the time of construction of the patio, concerning allowable height and depth of steps. All raised patios must use a retaining wall stone manufactured by Oaks Concrete Products; "Fieldstone," Sandstone color;
- 29.3 Oaks, "Fieldstone" must be installed in accordance with the manufacturer's current specifications. A sample of the specifications is available by request from the Association. All footing and backfill requirements of the manufacturer must be strictly adhered to;
- 29.4 Steps contained within the patio (i.e. as at door walls, or level changes within the patio), are restricted to one step, two risers. If more steps are required, there must be a minimum of a 36" wide platform in between sets of steps;
- 29.5 The following paver brick is approved for use: "Arcadia," Sandstone color, as manufactured by Oaks Concrete Products;
- 29.6 A random pattern is allowed, using the three proportionate module sizes as provided by the manufacturer. Other patterns, such as circular, stacked bond, basket weave, and herringbone must be approved by the Board of Directors. A drawing of the approved pattern is available by request from the Association;
- 29.7 Drainage is required on all raised patios. If using the Oaks, "Fieldstone" retaining wall, the manufacturer's specifications for placement of a 4" perforated drainage pipe must be strictly followed. The discharge of the pipe must be esthetically pleasing. The water from the discharge may not enter a neighbors Limited Common Element or privacy area A, and must be located so that discharge water entering the General Common Element does so that it drains properly. No ponding of water in the General Common Element due to discharge water will be allowed;

- 29.8 Drainage is required at the building line on all raised patios. The drain tile's purpose is to direct any water seepage through the paver bricks, away from the brick and basement of the home. A 4" perforated drain tile with a gravel backfill material is required at the brick ledge of the foundation of the home. Water discharge requirements are as stated above for the retaining walls;
- 29.9 All patios must be designed with a 2% gradient for proper surface drainage, which is 2 inches of fall for every 10 feet of distance;
- 29.10 All downspouts from gutters attached to the home must be buried under the paver patio, and exit to the lawn area by use of a green colored 4" P.V.C. cap (as used in the fronts of the homes for downspouts under sidewalks). A downspout detail is available upon request from the Association;
- 29.11 All paver patios must be constructed on a suitable base. The base shall consist of 4"-5" of crushed limestone 21AA aggregate, or slag, with a leveling course of 2" thick 30A slag sand base. The slag sand base shall be held in place by use of a triangular cement edging, which is 6" in width at its base, or plastic edging staked in place and designed specifically for use with paver patio installations. All base materials shall be suitably compacted per the manufacturer's specifications. Detail cross-section drawings are available from the Association by request;
- 29.12 The Association reserves the right to inspect all phases of construction on the paver patios. This may include exposing sub grade base, and edging to assure compliance with the required installation guidelines;
- 29.13 It is the Co-owner's responsibility to assure the restoration of all Common Elements to the condition they were in before the start of the paver patio construction. This includes any access through lawn areas, landscape beds, driveways, and sidewalks. A contractor of the Association's choosing must install all irrigation lines and heads that must be relocated due to the installation of a paver patio. All spoils of dirt generated from the excavation of retaining walls, and paver patio sub-base must be removed from the development at the Co-owner's expense. Any grass in the paver patio area must be completely removed and disposed of properly, off the development at the Co-owner's expense;
- 29.14 Care must be taken when working around and above the sump pump discharge lines. If repair of the sump pump line is required in the future, or access is required for the association, municipality, or utility companies for the purpose of carrying on necessary repairs or maintenance, it will be the Co-owner's responsibility to remove and restore that portion of the paver patio, and or retaining wall that is above and within the work area;

- 29.15 Time of construction is of the utmost importance to the Association, as the construction of paver patios is disruptive to the General Common Element, and the enjoyment of its use during construction. Weather permitting, all paver patios and retaining wall construction must be complete within three consecutive days. All remaining building materials and removed spoils must be removed from the development, and General Common Elements restored to prior conditions by the fourth day from the start of construction (weather permitting);
- 29.16 It is expected that ground settlement may occur in the area that was disturbed by the original construction of the home within the limited common element, or privacy area A. It is the Co-owner's responsibility to repair and restore any portion of the paver patio that settles or shifts from its original installed grade, as inspected by the Board. The Developer and the Association assume no responsibility for repairs needed to a paver patio due to ground movement below the patio. The Co-owner shall have any repairs made to the level of the paver patio in a time frame as established by the Board in writing to the Co-owner. The Association reserves the right to inspect and request repairs to the paver patio as deemed necessary by the Board of Directors. Such requests will be in writing to the Co-owner. Failure to accomplish the requested repairs within the time frame specified shall be cause for the Association to hire a contractor to complete the repairs done and charge the Co-owner for expenses, including administrative and legal, incurred due to the repair, plus 10% service charge for making the arrangements for repairs. The Co-owner will be notified in writing prior to the Association exercising its right of self-help, if the Co-owner fails to perform repair within the designated time frame;
- 29.17 Prior to construction, the Co-owner is required to submit an "Application for Alteration/Modification," and after construction, submit a "Request for Final Inspection," form to the Board of Directors for approval;
- 29.18 A construction bond of \$500.00 is required to be submitted with the documents listed in 28.8, above.

THE VILLAS OF NORTHWYCK COMMUNITY ASSOCIATION

APPLICATION FOR ALTERATION/MODIFICATION

I hereby apply for permission to make the following alterations in or around my residence.

I acknowledge receipt of the Architectural Control Policies and Procedures and the Alteration/Modification Procedures, have reviewed them, and agree to abide by them.

I hereby certify that this work will be performed in accordance with all applicable state and local codes and regulations, and in accordance with all Association Policies and Procedures. Applicable drawings and specifications are attached.

Co-Owner: _____ Unit #: _____

Co-Owner (s): _____ Phone #: _____

Unit Address: _____ Phone #: _____

Contractor's Name: _____

Address: _____ Phone #: _____

Co-Owners Signature

Contractor's Signature

Date: _____

Date: _____

Check #: _____

:

THE VILLAS OF NORTHWYCK COMMUNITY ASSOCIATION

REQUEST FOR FINAL INSPECTION

Co-Owner Name (s): _____ Permit: _____

Address: _____

Phone #: _____

I hereby apply for final inspection of the following alterations, requested by me on _____, and approved by the Association on _____, and which is secured by a cash bond in the amount of \$ _____.

I also request, upon Association approval, the release of, the aforementioned cash bond.

I acknowledge that the Association inspection is only an inspection for conformity to the aforementioned approval. I release the Association from any responsibility for the adequacy of the installation/alteration as it relates to:

- a. Conformity to local municipality requirements (including proof of final inspection approval)
- b. The adequacy of construction specification
- c. The quality of workmanship
- d. The soundness or safety of the improvement

Date: _____

Co-Owner Signature

Date: _____

Co-Owner Signature

Note: A copy of the City final inspection must be attached.

The Villas of Northwyck

Satellite TV Dish Installation Policy

These rules are adopted by the Board of Directors of The Villas of Northwyck Association.

WHEREAS The Villas of Northwyck Association (the "Association") is responsible for the governance and maintenance of The Villas of Northwyck (the "Community"); and

WHEREAS, the Association exists pursuant to Articles of Incorporation of the Association and the Master Deed and Bylaws for The Villas of Northwyck; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to Article VI, Section 9 and 15 of The Villas of Northwyck Bylaws; and

WHEREAS, the Federal Communications Commission (the "FCC") adopted a rule effective October 14, 1996, preempting certain associations restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas; and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installations, maintenance, and use of antennas in the best interest of the Community and consistent with the FCC rule

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules", which shall be binding on all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

Definitions

1. Antenna—any device used for the reception of video programming services, including direct broadcast satellite ("DBS"), television broadcast, and multipoint distribution service ("M.D.S."), not to exceed one meter in diameter. A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it meets FCC standards for radio frequency emission. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.
2. Mast—Structure to which an antenna is attached that raises the antenna height.
3. Transmission-only antenna—any antenna used solely to transmit radio, television, cellular, or other signals.
4. Owner—any unit owner. For purposes of this rule only, "owner" includes a tenant who has the written permission of the unit owner to install antennas.
5. Telecommunication signals—signals received by DBS, television broadcast, and M.D.S antennas.
6. Exclusive-use area—the Limited Common Elements in which the owner has a direct or indirect ownership interest and which are intended for the exclusive use and enjoyment of the owner of the unit to which the Limited Common Elements are appurtenant, as defined in Article IV, Section 2 of the Master Deed of The Villas of Northwyck.

The Villas of Northwyck

Satellite TV Dish Installation Procedure

The following policy compliments and exceeds the 1996 Federal Over the Air Reception Devices (DOTARD) standard as it applies to the reception of digital satellite signals. It is also intended to preserve the intent of The Villas of Northwyck Association Aesthetics Guidelines. The following explains that rationale for developing the policy as follows:

This policy allows for the use of common property. The DOTARD standard applies to limited common property. Common property remains the responsibility of the Association. Alterations, additions, or modifications to common property require approval. This policy, by including common property, increases the choices available to co-owners while meeting the spirit of the DOTARD Standard. The net affect of the policy is that all co-owners will be able to receive a TV signal, not just those with a satisfactory orientation and alignment of limited common property to the satellite broadcast. In short, all residents will have the option to receive satellite TV with the same antenna locations that are generally available to individual homeowners.

Installation Rules

A. General Guidelines

1. No antenna shall be installed which creates interference with reception of signals by other co-owners.
2. A co-owner may install no more than one antenna on general element.
3. All installations shall be completed so they do not cause material damage to any elements (General Common Elements or Limited Common Elements), or to individual units, or void any warranties of the Condominium Association or other co-owners, or in any way impair the integrity of the Association structure.
4. Any installer, including the owner, shall provide the Association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits:
 - a. Contractor's General Liability (including completed operations): \$1,000,000.
 - b. Workers Compensation: Statutory Limits.
 - i. (The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installations could cause damage to structures, posing a potential safety hazard to Association residents and personnel.)
5. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity. The Association shall be entitled to employ a qualified expert of its own choosing, at Co-owner's expense, to evaluate the proposed installation and the opinion of Co-owner's expert.
6. Dishes may not be attached to the sides of the building unless written approval has been obtained from the Board of Directors prior to installation.
7. The dish must be no greater than 1 meter in diameter and must be gray or brown in color (not black), along with the corresponding cable.

B. Location

1. Dishes must be placed in the most inconspicuous place possible while still receiving an acceptable signal.
2. Location Hierarchy; most preferred (a) to least preferred (d), as determined by the Board of Directors when making a location decision. The satellite dish must be reasonably concealed from the sight-line of street traffic throughout The Villas of Northwyck
 - a. In the attic.
 - b. Exclusive Use Area with out a mast. In an area that a co-owner has exclusive use and remain inconspicuous i.e. not above the deck rail.
 - c. Backside of fireplace chimney case.
 - d. Under the second story roof soffit.
 - e. On the roof.

A. C. Maintenance

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damage to any property caused by antenna installation, maintenance or use;
 - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;
 - d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
 - e. Restore antenna installation sites to their original condition.
 - f. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
2. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
3. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.
4. The co-owner will be responsible for removing the dish and restoring the roof or other location of attachment when the unit is sold unless the purchaser accepts in writing the responsibility for the use and continued maintenance of the device.
5. The co-owner will be responsible for any damage such as leaks that result from the device during and after installation.

Notification Process

1. Use of limited common property does not require prior approval as long as no alteration to common property is required i.e. penetration of the building for a wire or cable. It is suggested without a deck or patio, the use of this space, although allowed by Standard, is

impractical when better alternatives have been made available. It must be stressed that The Villas of Northwyck Association requires all installers (contractors) to have Workers' Compensation and Liability Insurance before commencing work. Accordingly, the co-owner should obtain proof of insurance and submit it to the Association's Property Manager if he or she chooses to personally manage the limited common property installation. It should be noted that failure to assure proper insurance coverage not only could affect the general well being of the Association but could also become a personal liability in the case of mishap.

2. A request to use general common property for installation of a disk antenna, as defined above, must be submitted to the Association's Property Manager with a description of the installation that includes disk location, method of attachment, building entry point, and disk/wire color and size of satellite dish as well as any other pertinent facts. Documentation of the insurance coverage as noted above should be requested for submission to the Association's Property Manager. The Association's Property Manager will be authorized to approve expeditiously, installations that are within the guidelines once insurance documentation has been received. Unexpected situations or requests for exception to the policy will be reviewed by the Board of Directors, as is customary.

Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

Enforcement

1. If these rules are violated, the Association, after notice and opportunity for the owner to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable, all enforcement rights of the Association contained in the condominium documents including, without limitation to, the levy of fines shall be imposed. To the extent permitted by law, the State Condominium Act, and the Master Deed and Bylaws of the Association, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
2. If antenna installation poses a serious, immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek the removal of the installation.

Severability

If any provision of this rule is determined to be invalid, the remainder of these rules shall remain in full force and effect.

CO-OWNER ACKNOWLEDGMENT

A. The Co-owner acknowledges, understands and agrees that:

1. The Association shall not be responsible in any way to any person (including, without imitation, the Co-owner, the other Co-owners in the Condominium or their mortgages, any contractors, any public authorities or any person entering upon the Condominium premises) in connection with any modifications made pursuant hereto;
2. Further, the Association has not represented or warranted and does not hereby represent or warrant to the Co-owner that the Co-owner is entitled under the Condominium Documents of The Villas of Northwyck or otherwise to make the modifications for which consent is hereby requested, and any consent hereunder is given in good faith in the belief that the Association is authorized, in its discretion, to do so under the Condominium Documents and Michigan law;
2. Further, the Co-owner, on acknowledging the foregoing, understands and agrees that all such modifications shall be installed and will be thereafter maintained at the Co-owner's sole risk and expense and that the Association shall have no liability whatever to the Co-owner or to any other persons for any mistake in judgment in giving consent hereunder;
3. Further, in pursuance of the foregoing, the Co-owner agrees to indemnify the Association for any costs, damages or liabilities which it may incur as a result of any such modifications made by the Co-owner including, without limitation, any attorneys' fees or court costs occasioned thereby. Any monetary liability of the Co-owner to the Association arising under this instrument shall be collectible by the Association from the Co-owner in the same manner as any expense of administration may be collected under the Bylaws and other Condominium Documents of The Villas of Northwyck.
4. The Association may hereafter make, establish and amend rules, policies or Condominium Documents of uniform application to all Co-owners and which may have retroactive impact upon the installation and maintenance of the equipment contemplated hereby. Co-owner shall not hereby obtain any vested rights to maintain such equipment in perpetuity after installation and the authorization granted hereby shall constitute only a temporary license, revocable or amendable by the association at will, so long as any action by the Association with respect thereto is of uniform effect upon all Co-owners. Any such rules, policies or other amendments may be prompted by changes in technology, subsequent factual discoveries or for other reasons which cannot now be anticipated and Co-owner acknowledges the unbelted discretion of the Association in modifying or revoking the temporary license granted hereby. The Association shall have no liability to Co-owner or any successors or assigns of Co-owner, monetary or otherwise, for any subsequent modification or revocation of this temporary license.

B. The Co-owner understands and agrees that all costs of installation and modifications as well as all continuing costs of maintenance, repair and replacement of modifications and improvements made hereunder and all property damage and liability insurance coverage and premiums relative thereto shall be at the sole cost and expense of the Co-owner, and his and/or her successors and assigns; subject, however, to all reserved rights of the Association with regard to administration of the Condominium as set forth herein and in the Condominium Documents.

- C. It is acknowledged and agreed that any consent granted hereunder is given by the Association upon the express understanding that the Co-owner and his and/or her successors and assigns will, at all times, abide by and fully person the foregoing conditions.

UNIT _____

Co-owner's Signature

Co-owner's Signature

Satellite TV Dish Approval Form
The Villas of Northwyck Condominium Association

Whereas, the Board of Directors for The Villas of Northwyck Condominium Association has agreed to not restrict a Co-owners right to access a satellite signal or unduly increase the costs of access to a satellite signal for television reception, it is hereby declared that:

- 1) Any satellite dish located at The Villas of Northwyck shall be no greater than 1 meter in diameter and must be gray or brown in color (not black), along with the corresponding cable.
- 2) Location of the satellite dish shall be at the discretion of the Board of Directors and may not be installed without the express written consent of the Board of Directors in the form of an approved application for installation.
- 3) The satellite dish must be reasonably concealed from the sight-line of street traffic throughout The Villas of Northwyck Condominiums.
- 4) Cable for the satellite dish may not be routed along the exterior surface of the building.
- 5) The approved location for a satellite dish by the Board of Directors shall be awarded on a case by case basis by the Board of Directors. Upon receipt of an approved application for installation of a private satellite dish on the common or limited common elements of The Villas of Northwyck, the owner of the satellite dish shall agree to the following.
 - a) To indemnify and hold the Association harmless for any damage caused to the common or limited common elements of the association and/or any liability arising from the location and installation of the satellite dish.
 - b) To maintain the satellite dish and any related hardware in a manner that causes the equipment to remain reasonably attractive and in sound structural condition.
 - c) To restore any damage to the common or limited common elements as a result of installing, maintaining, removal or replacement of the satellite dish.
 - d) To hold the Association and its vendors harmless for any damage caused to the satellite dish or related equipment in the course of providing maintenance services to the Association, such as lawn maintenance, snow removal, etc.
- 6) The location, use and entitlement to these devices, and these rules governing the same, shall be subject to change as future regulations are promulgated by the Federal Communications Commission. There shall be no vested rights created by any approval; all approvals being simply a license granted on a temporary, conditional basis.

In accordance with the terms listed herein, the Board of Directors does hereby grant the Co-owner _____ whose condominium unit is located at _____ permission to install a private satellite dish in the following manner and at the location:

Subject to agreement to and compliance with The Villas of Northwyck Satellite TV Dish Installation Policy and Procedure, which are incorporated herein by reference, and is an integral part of this approval.

Approval:

Member, Board of Directors

Witness

The undersigned Co-owner hereby agrees to all of the terms and conditions stated in the The Villas of Northwyck Satellite TV Dish Installation Policy and Procedure, and as listed herein, and accepts full responsibility for the costs of decoration, maintenance, repair, and removal or replacement of the satellite dish and related equipment upon the common or limited common elements of The Villas of Northwyck Condominium Association.

Furthermore, the undersigned agrees to indemnify and hold the Association harmless for any acts, losses, or liability associated with the satellite dish upon the common or limited common elements of The Villas of Northwyck Condominium Association.

Co-owner
The Villas of Northwyck Condominium Association

Witness

Printed Name

Printed Name

Street Address

City, State, Zip

Please return this Form with the \$25 Research and Conformance Fee to:

The Villas of Northwyck Condominium Association
c/o McShane & Associates, Inc.
6230 Orchard Lake Road, #200
West Bloomfield, MI 48322

The \$25 Research and Conformance Fee can be paid with a check payable to _____ or please provide the credit card information and your card will be billed upon receipt of this form. Processing will begin with receipt of check or credit card approval.

Type of Card

Card Number

Expiration Date

(Circle Type)

Name on Card

Signature authorizing to charge your credit card the \$25
Research and Conformance Fee.

**THE VILLAS OF NORTHWYCK
APPLICATION FOR CONSENT TO
COMMON ELEMENT MODIFICATIONS**

This Application is submitted to The Villas of Northwyck Association (the "Association") by the undersigned (the "Co-owner") for the purpose of obtaining consent to certain modifications to the common elements of The Villas of Northwyck condominium project (the "Condominium") as completely described on the attachment or attachments hereto. In connection with such Application and in consideration of the consent thereto which may hereafter be given by the Association, the Co-owner hereby represents, warrants and agrees as follows:

1. Any and all modifications to the common elements made in connection herewith will be made strictly in accordance with the plans, specifications and/or description thereof appended hereto. The Co-owner shall be responsible for payment of all costs of any nature associated with such modifications and shall obtain any necessary building permits and shall comply with all laws and regulations of public authorities relative thereto.

2. None of such modifications will impair or diminish the soundness, safety, utility or appearance of the Condominium or of any Unit therein, nor will such modifications impair or diminish the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the Unit owned by the Co-owner.

3. The Co-owner acknowledges, understands and agrees that: (a) neither the Association nor Robertson Northwyck, L.L.C., as the developer of the Condominium (the "Developer") are or shall be responsible in any way to any person (including, without limitation, the Co-owner, other co-owners in the Condominium or their mortgagees, any contractors, any public authorities or any person entering upon the Condominium premises) in connection with any modifications made pursuant hereto; (b) further, the Association and the Developer have not represented or warranted and do not hereby represent or warrant to the Co-owner that the Co-owner is entitled under the condominium documents or otherwise to make the modifications for which consent is hereby requested, and any consent hereunder is given in good faith on the belief that the Association is authorized to do so under the condominium documents and Michigan law; (c) further, the Co-owner, on acknowledging the foregoing, understands and agrees that all such modifications are installed at the Co-owner's sole risk and expense and that the Association shall have no liability whatever to the Co-owner or to any other persons for any mistake in judgment in giving consent hereunder; (d) further, in pursuance of the foregoing, the Co-owner agrees to indemnify both the Developer and the Association for any costs, damages or liabilities which either or both may incur as a result of any such modifications made by the Co-owner including, without limitation, any attorneys' fees or court costs occasioned thereby. Any monetary liability of the Co-owner to the Association or to the Developer arising under this instrument shall be collectible by the Association from the Co-owner in the same manner as any expense of administration may be collected under the Bylaws of The Villas of Northwyck.

4. It is understood and agreed that in the event such modifications are not duly completed by the time of filing by the Developer of the Consolidating Master Deed for the Condominium in the

office of the Oakland County Register of Deeds, any consents to said modifications given by the Association shall be automatically rescinded and revoked and be of no further force or effect.

5. The Co-owner understands and agrees that all costs of installation and modification as well as all continuing costs of maintenance, decoration, repair and replacement of modifications and improvements made hereunder and all property damage and liability insurance coverage and premiums relative thereto shall be at the sole cost and expense of the Co-owner, and his successors and assigns; subject, however, to all reserved rights of the Association with regard to administration of the Condominium as set forth in the condominium documents. **Co-owner also understands and agrees that it is Co-owner's obligation to advise the purchaser of Co-owner's unit of the condition set forth herein and that these conditions are binding on all subsequent purchasers.**

6. It is acknowledged and agreed that any consent granted hereunder is given by the Association upon the express understanding that the Co-owner and his successors and assigns will, at all times, abide by and fully perform the foregoing conditions.

Dated: _____

Co-owner

Unit Number: _____

Co-owner

The undersigned hereby consents to the modifications for which application is hereby made pursuant to the provisions of Article VI, Section 4 of the Bylaws of The Villas of Northwyck.

THE VILLAS OF NORTHWYCK ASSOCIATION

By: _____