EXHIBIT A
TO THE MASTER DEED

BYLAWS OF WINDFIELD ESTATES CONDOMINIUM
IN MUNDY TOWNSHIP, GENESEE COUNTY, MICHIGAN

TABLE OF CONTENTS

Page

ARTICLE I THE CONDOMINIUM PROJECT 1

1. Organization 1
   1.1 General 1
   1.2 Definitions 1
   1.3 Management 1
2. Compliance 1
3. Condominium Bylaws 1

ARTICLE II MEMBERSHIP AND VOTING 1

1. Membership 1
2. Voting Rights 2
3. Members Entitled to Vote 2
4. Proxies 2
5. Majority 2

ARTICLE III MEETINGS AND QUORUM 2

1. Place of Meeting 2
2. Initial Meeting of Members 2
3. Annual Meeting of Members; Notice 3
4. Special Meetings 3
5. Notice of Meetings 3
6. Advisory Committee 3
7. Quorum of Members 4
8. Order of Business 4
9. Action Without Meeting 4
10. Consent of Absentees 4
11. Minutes; Presumption of Notice 5

ARTICLE IV ADMINISTRATION 5

1. Board of Directors 5
2. Election and Composition of the Board of Directors 5
   2.1 First Board of Directors 5
   2.2 Appointment of Non-Developer Directors Prior to First Annual Meeting 5
   2.3 Election of Directors at and After First Annual Meeting 6
3. Powers and Duties 7
4. Managing Agent; Contracts 8
5. Vacancies 8
6. Removal 8
7. First Meeting 8

8. Regular Meetings 8
9. Special Meetings 9
10. Waiver of Notice 9
11. Quorum 9
12. First Board of Directors 9
13. Fidelity Bonds 9

ARTICLE V OFFICERS 9

1. Officers 10
   1.1 President 10
   1.2 Vice President 10
   1.3 Secretary 10
   1.4 Treasurer 10
2. Election 10
3. Removal 10
4. Duties 10

ARTICLE VI INDEMNIFICATION 11

ARTICLE VII FINANCE 11

1. Accounting Records 11
2. Fiscal Year 11
3. Bank 11
4. Reserve Fund 11

ARTICLE VIII ASSESSMENTS 12
1. Administration Expenses and Receipts Defined 12
2. Determination of Assets 12
3. Levy of Assessments 12
4. Special Assessments 13
5. Collection of Assessments 13
6. Obligations of the Developers 14
7. Exempt Property 14

ARTICLE IX TAXES, INSURANCE, REPAIRS AND EMINENT DOMAIN 14

1. Taxes 14
2. Insurance 14
3. Maintenance and Repair 16
4. Reconstruction and Repairs 16
5. Eminent Domain 18

ARTICLE X USE AND OCCUPANCY RESTRICTIONS 19

1. Building Restrictions 19
   1.1 Architectural Control 19
   1.2 Reserved Right of Developer to Construct Other Improvements 19
   1.3 Limitation on Liability 19
2. Use Restriction (2.1-2.17) 20
   2.1 Minimum Square Footages 20
   2.2 Garages 20
   2.3 Setbacks 20
   2.4 Alterations, Additions and Improvements to Residences 20
   2.5 Nuisances; Quiet Enjoyment 20

2.6 Activities....20
2.7 Pets....21
2.8 Vehicles, Trailers and Temporary Structures....21
2.9 Trash Disposal....21
2.10 Aesthetics....21
2.11 Walls and Fences....22
2.12 Satellite Dishes....22
2.13 Installation of Landscaping....22
2.14 Non-Disturbance of Wetlands....22
2.15 Rules of Conduct....22
2.16 Remedies on Breach....22
2.17 Reserved Rights of Developer....23

ARTICLE XI MORTGAGES AND LIENS....23

1. Mortgage and Condominium Units....23
1.1 Co-owner Notice to Association....23
1.2 Association Notice to Mortgagees....24
2. Mechanics' Liens....24

ARTICLE XII LEASES....24

1. Notice of Leases....24
2. Terms of Leases....24
3. Remedies....24
4. Assessments....25

ARTICLE XIII ARBITRATION....25

1. Submission to Arbitration....25
2. Disputes Involving the Developer....25
3. Preservation of Rights....25

ARTICLE XIV MISCELLANEOUS PROVISIONS....26

1. Severability....26
2. Notices....26
3. Amendments....26

BYLAWS OF WINDFIELD ESTATES CONDOMINIUM

ARTICLE I
THE CONDOMINIUM PROJECT

Section 1. Organization.

1.1 **General.** Windfield Estates Condominium, a residential site condominium project located in Mundy Township, Genesee County, Michigan, is being constructed by **The Windfield Group I, LLC**, ("Developer") a Michigan limited liability company, to comprise up to One Hundred Forty-Five (145) residential Units.

1.2 **Definitions.** The definitions provided in **Article III, Section 2** of the Master Deed apply in these Bylaws unless the context otherwise requires.

1.3 **Management.** Once the Master Deed is Recorded, the management, Maintenance, operation, and administration of the Project shall be vested in an Association of Co-owners organized as a nonprofit membership corporation under Michigan law.

Section 2. Compliance. All present and future Co-owners, Mortgagees, lessees, or other Persons who may use the facilities of the Project in any manner shall be subject to and comply with the Michigan Condominium Act, P.A. 1978, No. 59, as amended, being MCL 559.101 et seq., MSA 26.50(101) et seq. (the "Act"), the Master Deed and its amendments, the Articles of Nonprofit Incorporation, the Bylaws, and other Condominium Documents that pertain to the use and operation of the condominium Property. The Association shall keep current copies of these documents and make them available for inspection at reasonable hours to Co-owners, prospective purchasers, and prospective Mortgagees of Units in the Project. If the Michigan Condominium Act conflicts with any Condominium Documents referred to in these Bylaws, the Act shall govern. A party's acceptance of a deed of conveyance or of a lease or occupancy of a Condominium Unit in the Project shall constitute an acceptance of the provisions of these Condominium Documents and an agreement to comply therewith.

Section 3. Condominium Bylaws. These Bylaws shall constitute both the Bylaws referred to in the Master Deed, and required by Section 3(8) of the Act, and the Bylaws provided for under Section 231 of the Michigan Nonprofit Corporation Act, P.A. 1982, No. 162, as amended, being MCL 450.2101 et seq.

ARTICLE II
MEMBERSHIP AND VOTING

Section 1. Membership. Each present and future Co-owner of a Unit in the Project shall be a Member of the Association, and no other Person or entity shall be entitled to Membership. The share of a Member in the funds and assets of the Association may be assigned, pledged, or transferred only as an appurtenance to the Member's Condominium Unit.

Section 2. Voting Rights. Except as limited in the Master Deed and in these Bylaws, each Co-owner shall be entitled to one vote for each Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages assigned to the Units owned by the Co-owner as stated in the Master Deed, when voting by value. Voting shall be by number, except when voting is specifically required to be both by value and by number, and no cumulation of votes shall be permitted.

Section 3. Members Entitled to Vote.

3.1 No Co-owner, other than the Developer, may vote at a meeting of the Association until the Co-owner presents written evidence of the ownership of a Condominium Unit in the Project. The Developer may vote only for those Units to which it holds title and for which it is paying the full monthly assessment in effect when the vote is cast.

3.2 The Person entitled to cast the vote for the Unit and to receive all notices and other communications from the Association may be designated by a certificate signed by all the Record Co-owners of the Unit and filed with the Secretary of the Association. Such a certificate shall state the name and address of the designated individual, the number of Units owned, and the name and address of the party who is the legal Co-owner. All certificates shall be valid until revoked, until superseded by a subsequent certificate, or until the ownership of the Unit concerned changes.

Section 4. Proxies. Votes may be cast in person or by proxy. Proxies may be made by any Person entitled to vote. They shall be valid only for the particular meeting designated and for any adjournment of that meeting and must be filed with the Association before the appointed time of the meeting.

Section 5. Majority. At any meeting of Members at which a quorum is present, 51 percent of the Co-owners entitled to vote and present in Person or by proxy, in accordance with the percentages allocated to each Condominium Unit in the Master Deed for the Project, shall constitute a majority for the approval of the matters presented to the meeting, except as otherwise required in these Bylaws, in the Master Deed, or by law.

ARTICLE III
MEETINGS AND QUORUM

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 Association. 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 or the laws of the State of Michigan.

Section 2. Initial Meeting of Members. The First Annual Meeting of Members of the Association may be convened only by the Developer and may be called at any time after more than 50% of the Units that may be created in the Project have been conveyed to non-Developer

Co-owners 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 percent of the Units that may be created or within 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever occurs first. At the initial meeting, the eligible Co-owners may vote for the election of directors of the Association, subject to the limitations contained in **Article IV, Sections 1 and 2**. The Developer may call meetings of Members of the Association for informational or other appropriate purposes before the initial meeting, but no such informational meeting shall be construed as the initial meeting of Members. The date, time and place of such meeting shall be set by the Association, 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 to include in the Project.

Section 3. Annual Meeting of Members; Notice. After the initial meeting, an annual meeting of the Members shall be held every twelve (12) calendar months at the time and place specified by the Association. At least 10 days before an annual meeting, written notice of the time, place, and purpose of the meeting shall be mailed to each Member entitled to vote at the meeting. At least 20 days' written notice shall be provided to each Member of any proposed Amendment to these Bylaws or to other Condominium Documents.

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 Association or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by **Article II, 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. Advisory Committee. Not later than 120 days after the conveyance of legal or equitable title to non-Developer Co-owners of one-third of the Units that may be created or one year after the initial conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, whichever occurs first, the Developer shall select three non-Developer Co-owners to serve as an "Advisory Committee" to the Board of Directors. The purpose of the Advisory Committee shall be to facilitate communication between the Board of Directors and the non-Developer Co-owners and to aid in the ultimate transfer of control to the Association. The members of the Advisory Committee shall serve for one year or until their successors are selected, and the Advisory Committee shall automatically cease to exist on the Transitional Control Date. The Board of

Directors and the Advisory Committee shall meet with each other when the Advisory Committee requests. However, there shall not be more than two such meetings each year unless both parties agree.

Section 7. Quorum of Members. The presence in Person or by proxy of 30 percent of the Co-owners entitled to vote shall constitute a quorum of Members. The written vote of any Person furnished at or before any meeting at which the 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 on which the vote is cast. 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 8. Order of Business. The order of business at all meetings of the Members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meetings or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of Members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 9. 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 of this Article 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 10. Consent of Absentees. The transactions at any meeting of Members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy; and if, either before or after the meeting, each of the Members not present in person or by proxy signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

Section 11. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of Members, when signed by the President or Secretary, shall be presumed 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 IV
ADMINISTRATION

Section 1. Board of Directors.

1.1 The business, property, and affairs of the Association shall initially be managed and administered by a Board of three (3) directors to be elected in the manner stated in **Section 2** of this Article. The Board shall continue to be so comprised until enlarged to five (5) members in accordance with the provisions of **Section 2** hereof. The directors shall serve until their successors have been elected and qualified at the initial meeting of Members. All actions of the first Board of Directors of the Association or any successors elected by the Developer before the initial meeting of Members shall be binding on the Association as though the actions had been authorized by a Board of Directors elected by the Members of the Association at the initial meeting or at any subsequent meeting, as long as the actions are within the scope of the powers and duties that may be exercised by a Board of Directors as provided in the Condominium Documents. The Board of Directors may void any service contract or management contract between the Association and the Developer or affiliates of such Developer on the Transitional Control Date, within 90 days after the Transitional Control Date, or on 30 days' notice at any time after that for cause.

1.2 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 and Composition of the Board of Directors.

2.1 **First Board of Directors.** The first Board of Directors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-Developer director to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased in size from three persons to five persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in **Subsections 2.2 and 2.3** below.

2.2 **Appointment of Non-Developer Directors Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 25% in number of the Units that may be created, one of the five directors shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of 50% in number of the Units that may be created, two of the five directors shall be elected by non-Developer Co-owners. When the required percentage of conveyances have been reached, the Developer shall notify the non-Developer Co-owners and convene a meeting so that the Co-owners can elect the required director or directors,

as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to **Section 6** of this Article or he resigns or becomes incapacitated.

2.3 **Election of Directors at and After First Annual Meeting.**

(a) Not later than 120 days after the conveyance of legal or equitable title to non-Developer Co-owners of 75 percent 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 one director as long as the Developer owns or offers for sale at least 10 percent of the Units in the Project or as long as 10 percent of the Units that may be created remain unbuilt. The Developer's designee shall be one of the total number of directors referred to in Section 1 of this Article and shall serve a one-year term pursuant to Subsection (d) below. 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.

(b) Notwithstanding the formula provided above, 54 months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to at least 75 percent of the Units that may be created has not been conveyed, the non-Developer Co-owners may elect the number of directors equal to the percentage of Units they hold, and the Developer may elect the number of directors equal to the percentage of Units that it owns and pays assessments for. This election may increase but not reduce the minimum election and designation rights otherwise established in **Subsection 2.3(a)**. The application of this subsection does not require a change in the size of the Board as stated in these Bylaws.

(c) If the calculation of the percentage of directors that the non-Developer Co-owners may elect under **Subsection 2.3(b)**, or if the product of the number of directors multiplied by the percentage of Units held by the non-Developer Co-owners under **Subsection 2.2** results in a right of non-Developer Co-owners to elect a fractional number of directors, a fractional election right of 0.5 or more shall be rounded up to the nearest whole number, which shall be the number of directors that the non-Developer Co-owners may elect. After applying this formula, the Developer may elect the remaining directors. The application of this provision shall not eliminate the right of the Developer to designate at least one director, as provided in this **Section 2**.

(d) At the first annual meeting three directors shall be elected for a term of two years and 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 three persons receiving the highest number of votes shall be elected for a term of two year and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either 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 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.

(e) 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 III**.

Section 3. Powers and Duties. The Board shall have all powers and duties necessary to administer the affairs of the Association and may do all acts and things that are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. Any action required by the Condominium Documents to be done by the Association shall be performed by action of the Board of Directors unless specifically required to be done by, or with the approval of, the Co-owners. The powers and duties to be exercised by the Board shall include the following:

3.1 Maintaining the Common Elements;

3.2 developing an annual budget and determining, assessing, and collecting amounts required for the operation and other affairs of the Condominium Project;

3.3 employing and dismissing personnel as necessary for the efficient management and operation of the Property;

3.4 adopting and amending Rules and Regulations for the use of the Property;

3.5 opening bank accounts, borrowing money, and issuing evidences of indebtedness to further the purposes of the Project and designating required signatories therefor;

3.6 obtaining insurance for Property, the premiums of which shall be an administration expense;

3.7 leasing or purchasing premises suitable for use by a managing agent or custodial personnel, on terms approved by the Board;

3.8 granting concessions and licenses for the use of parts of the Common Elements for purposes not inconsistent with the Michigan Condominium Act or the Condominium Documents;

3.9 authorizing the signing of contracts, deeds of conveyance, easements, and rights-of-way affecting any real or personal property of the Project on behalf of the Co-owners;

3.10 Maintaining, making repairs, additions, improvements, and alterations to the Property and repairing and restoring the Property in accordance with the other provisions of these Bylaws after damage or destruction by fire or other casualties or condemnation or eminent domain proceedings;

3.11 asserting, defending, or settling claims on behalf of all Co-owners in connection with the Common Elements of the Project and, on written notice to all Co-owners, instituting actions on behalf of and against the Co-owners in the name of the Association; and

3.12 other duties as imposed by resolutions of the Members of the Association or as stated in the Condominium Documents.

Section 4. Managing Agent; Contracts. The Board may employ for the Association a management company or managing agent at a compensation rate established by the Board to perform duties and services authorized by the Board, including the powers and duties listed in **Section 3** of this Article. The Developer or any Person or entity related to it may serve as managing agent if the Board appoints the party. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three years, which is not terminable by the Association upon 90-day written notice thereof to the other party, or which provides for a termination fee and no such contract shall violate the provisions of Section 55 of the Act.

Section 5. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the Members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Members of the Association. Vacancies among non-developer Co-owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in **Section 2.2** of this Article.

Section 6. 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 III, Section 7**. 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 7. First Meeting. The first meeting of a newly elected Board of Directors shall be held within ten days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole board shall be present.

Section 8. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings

of the Board of Directors shall be given to each director personally, by mail, telephone or telegraph, at least ten days prior to the date named for such meeting.

Section 9. Special Meetings. Special Meetings of the Board of Directors may be called by the President on three-day 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 10. Waiver of Notice. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meeting of the board shall be deemed a waiver of notice by 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 11. 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, less than a quorum is present, the majority of those present may adjourn the meeting to a subsequent time upon 24-hour 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 12. 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 13. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE V
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. Officers may be compensated, but only on the affirmative vote of more than 60 percent of all Co-owners, in number and in value.

1.1 **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.

1.2 **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.

1.3 **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.

1.4 **Treasurer.** The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He 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 VI
INDEMNIFICATION

All directors and officers of the Association shall be entitled to indemnification against costs and expenses incurred as a result of actions (other than willful or wanton misconduct or gross negligence) taken or failed to be taken on behalf of the Association on 10 days' notice to all Co-owners, in the manner and to the extent provided by the Association Bylaws. If no judicial determination of indemnification has been made, an opinion of independent counsel on the propriety of indemnification shall be obtained if a majority of Co-owners vote to procure such an opinion.

ARTICLE VII
FINANCE

Section 1. Accounting Records. The Association shall keep detailed records of the expenditures and receipts affecting the administration of the Project. These records shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and its Co-owners. These records shall be open for inspection by the Co-owners during reasonable working hours at a place to be designated by the Association. The Association shall prepare a financial statement from these records and distribute it to all Co-owners at least once a year. The Association shall define the contents of the annual financial statement. Qualified independent auditors (who need not be certified public accountants) shall review the records annually and audit them every fifth year. The cost of these reviews and audits shall be an administration expense. Audits need not be certified.

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 Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Association 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.

Section 4. Reserve Fund. The Association shall maintain a reserve fund, to be used only for major repairs and replacement of the Common Elements, as required by MCLA 559.205, MSA 26.50(205). The fund shall be established in the minimum amount stated in these Bylaws on or before the Transitional Control Date and shall, to the extent possible, be maintained at a level that is equal to or greater than 10 percent of the current annual budget of the Association. The minimum reserve standard required by this provision may prove to be inadequate, and the Board shall

carefully analyze the Project from time to time to determine whether a greater amount should be set aside or if additional reserve funds shall be established for other purposes.

ARTICLE VIII
ASSESSMENTS

Section 1. Administration Expenses and Receipts Defined. The Association shall be assessed as the entity in possession of any tangible personal property of the Project owned or possessed in common by the Co-owners. Personal property taxes based on such assessments shall be treated as administration expenses. All costs incurred by the Association for any liability connected with the Common Elements or the administration of the Project shall be administration expenses. All sums received pursuant to any policy of insurance securing the interests of the Co-owners against liabilities or losses connected with the Common Elements or the administration of the Project shall be administration receipts.

Section 2. Determination of Assessments.

2.1. From time to time and at least annually, the Board shall adopt a budget for the Project that shall include the estimated funds required to defray common expenses for which the Association is responsible for the next year, including a reasonable allowance for contingencies and reserves and shall allocate and assess these common charges against all Co-owners according to their respective common interests on a monthly basis. In the absence of Co-owner approval as provided in these Bylaws, such assessments shall be increased only if one of the following conditions is met:

(a) The Board finds the budget as originally adopted is insufficient to pay the costs of operating and maintaining the Common Elements.

(b) It is necessary to provide for the Maintenance, repair or replacement of existing Common Elements.

(c) An emergency or unforeseen development necessitates the increase.

2.2 Any increase in assessments other than under these conditions, including assessments to purchase or lease a Unit for the use of a resident manager, shall be considered a special assessment requiring approval by a vote of 60 percent or more of the Co-owners, in number and in value.

Section 3. Levy of Assessments. All assessments levied against the Units to cover administration expenses shall be apportioned among and paid by the Co-owners equally, in advance and without any increase or decrease in any rights to use Limited Common Elements. The common expenses shall include expenses the Board deems proper to operate and maintain the condominium Property under the powers and duties delegated to it under these Bylaws and may include amounts to be set aside for working capital for the condominium, for a general operating reserve, and for a reserve to replace any deficit in the common expenses for any prior year. Any reserves established

by the Board before the initial meeting of Members shall be subject to approval by the Members at the initial meeting. The Board shall advise each Co-owner in writing of the amount of common charges payable by the Co-owner and shall furnish copies of each budget on which such common charges are based to all Co-owners.

Section 4. Special Assessments. The Association shall levy a Special Assessment against any Co-owner who fails to comply with the provisions of the Condominium Documents or any Rule or Regulation adopted by the Association, if such failure results in the expenditure of monies by the Association in carrying out its functions hereunder, or for the purposes of collecting any fines which may be levied by such Association as a reasonable fine or penalty for noncompliance with the Condominium Documents or any Rule or Regulation adopted by the Association.

Section 5. Collection of Assessments.

5.1 Each Co-owner shall be obligated to pay all assessments levied on the Co-owner's Unit while the Co-owner owns the Unit. No Co-owner may be exempted from liability for the Co-owner's contribution toward the administration expenses by a waiver of the use or enjoyment of any of the Common Elements or by the abandonment of the Co-owner's Unit. If any Co-owner defaults in paying the assessed charges, the Board may impose reasonable fines or charge interest at the legal rate on the assessment from the date it is due. Unpaid assessments shall constitute a lien on the Unit that has priority over all other liens except state or federal tax liens and sums unpaid on a first mortgage Recorded before any notice of lien by the Association. The Association may enforce the collection of a lien by a suit at law for a money judgment or by foreclosure of the liens, securing payment as provided in MCLA 559.208, MSA 26.50(208). In a foreclosure action, a receiver may be appointed and reasonable rent for the Unit may be collected from the Co-owner or anyone claiming possession under the Co-owner. All expenses incurred in collection, including interest, costs, and actual attorney fees, and any advances for taxes or other liens paid by the Association to protect its lien shall be chargeable to the Co-owner in default.

5.2 On the sale or conveyance of a Condominium Unit, all unpaid assessments against the Unit shall be paid out of the sale price by the purchaser in preference over any other assessments or charges except as otherwise provided by the Condominium Documents or by the Michigan Condominium Act. A purchaser or grantee shall be entitled to a written statement from the Association stating the amount of unpaid assessments against the seller or grantor. Such a purchaser or grantee shall not be liable for liens for any unpaid assessments against the seller or grantor in excess of the amount in the written statement; neither shall the Unit conveyed or granted be subject to any such liens. Unless the purchaser or grantee requests a written statement from the Association at least five days before a sale, as provided in the Michigan Condominium Act, the purchaser or grantee shall be liable for any unpaid assessments against the Unit, together with interest, costs, and attorney fees incurred in the collection of unpaid assessments.

5.3 The Association may also enter the Common Elements, limited or general, to remove or abate any condition or may discontinue the furnishing of any services to a Co-owner in default under any of the Condominium Documents on seven days' written notice to the

Co-owner. A Co-owner in default may not vote at any meeting of the Association as long as the default continues.

Section 6. Obligations of the Developer. Once the regular monthly assessments paid by Co-owners other than the Developer are sufficient to support the total costs of administration (excluding reserves), the Developer shall be assessed by the Association for actual costs, if any, incurred by the Association that are directly attributable to the Units being constructed by the Developer, together with a reasonable share of the costs of administration that indirectly benefit the Developer (other than costs attributable to the maintenance of dwellings), such as legal fees, accounting fees, and maintenance of the landscaping, drives, and walks. If a Unit owned by the Developer is leased or otherwise permanently occupied by a Person holding under or through the Developer, the Developer shall pay all regular monthly assessments for the Unit. In no event shall the Developer be responsible for the cost of capital improvements or additions, by special assessment or otherwise, except for occupied Units owned by it.

Section 7. Exempt Property. The following Property shall be exempt from the assessments herein: (a) those portions of the Property dedicated in fee and accepted by a public body, agency or authority; (b) the Property owned in fee by the Association; (c) all Common Elements owned in fee by the Association; and (d) those portions of the Property designated as open space on a Recorded subdivision map.

ARTICLE IX
TAXES, INSURANCE, REPAIRS AND EMINENT DOMAIN

Section 1. Taxes.

1.1 After the year when the construction of the Residence on a Unit is completed, all special assessments and property taxes shall be assessed against the individual Unit and not against the total property of the Project or any part of it. In the initial year in which a Residence on a Unit is completed, the taxes and special assessments that become a lien against the Property of the condominium shall be administration expenses and shall be assessed against the Units according to their percentages of value. Special assessments and property taxes in any year when the Property existed as an established Project on the tax day shall be assessed against the individual Units, notwithstanding any subsequent vacation of the Project.

1.2 Assessments for subsequent real property Improvements to a specific Unit shall be assessed to that Unit only. Each Unit shall be treated as a separate, single Unit of real property for the purpose of property taxes and special assessments and shall not be combined with any other Units. No assessment of a fraction of any Unit or a combination of any Unit with other Units or fractions of Units shall be made, nor shall any division or split of an assessment or tax on a single Unit be made, notwithstanding separate or common ownership of the Unit.

Section 2. Insurance. The Association shall be appointed as attorney-in-fact for each Co-owner to act in connection with insurance matters and shall be required to obtain and maintain, to the extent available and applicable, fire insurance with extended coverage; vandalism and malicious

mischief endorsements; and liability insurance and worker compensation insurance pertinent to the ownership, use, and maintenance of the Common Elements to the Project. Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

2.1 All such insurance shall be purchased by the Board of Directors for the benefit of the Association, the Co-owners, their Mortgagees, and the Developer, according to their interests. Each Co-owner shall be responsible for obtaining insurance coverage at the Co-owner's expense for the interior of the Co-owner's Unit and any Residence or Improvement thereon. Each Co-owner is responsible for obtaining insurance for the personal property located within the Co-owner's Unit or elsewhere in the condominium, for personal liability for occurrences within the Co-owner's Unit or on Limited Common Elements appurtenant to the Unit, and for expenses to cover alternate living arrangements if a casualty causes temporary loss of the Unit. The Association shall have no responsibility for obtaining such insurance. The Association and all Co-owners 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 for the insurer to waive its right of subrogation regarding any claims against any Co-owner or the Association.

2.2 Notwithstanding anything herein to the contrary, the Association shall procure and maintain comprehensive commercial and general liability insurance on an occurrence basis with limits of liability not less than One Million Dollars ($1,000,000) per occurrence and/or aggregate, combined single limit personal injury, bodily injury and property damage. The insurance requirements shall not be adjusted unless the City consents in writing.

2.3 The commercial general liability insurance described above shall include an endorsement stating that Mundy Township and the Developer shall be additional insureds.

2.4 The commercial and general liability insurance as described above shall include an endorsement stating that thirty (30) days advance written notice of cancellation, nonrenewal and/or material change shall be sent to Mundy Township and the Developer.

2.5 All Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding land, landscaping, blacktopping, foundation, and excavation costs, as determined annually by the Board of Directors of the Association. Any Improvements made by a Co-owner within the boundaries of a Unit shall be covered by insurance obtained at the expense of the Co-owner. If the Association elects to include owner Improvements under its insurance coverage, any additional premium cost to the Association attributable to the coverage shall be assessed to the Co-owner and collected as a part of the assessments against the Co-owner as provided in these Bylaws.

2.6 If required, the Association shall maintain adequate fidelity coverage to protect against dishonest acts by its officers, directors, trustees, and employees and all others who are responsible for handling the Association's funds. Such fidelity bonds shall meet the following requirements:

(a) The Association shall be named as an obligee.

(b) The policy shall be written in whatever amount any lending institution or other agency requesting the policy requires, according to the estimated annual operating expenses of the Condominium Project, including reserves.

(c) The policy shall contain waivers of any defense based on the exclusion of Persons who serve without compensation from any definition of *employee* or similar terms.

(d) The policy shall provide that it may not be canceled or substantially modified, including for nonpayment of premiums, without at least 30 days' written notice.

2.7 The Board of Directors is irrevocably appointed the agent for each Co-owner, each Mortgagee, other named insureds and their beneficiaries, and any other holders of liens or other interests in the condominium or the Property, to adjust and settle all claims arising under insurance policies purchased by the Board and to sign and deliver releases once claims are paid.

2.8 Except as otherwise set forth in these Bylaws, all premiums on insurance purchased by the Association pursuant to these Bylaws shall be administration expenses.

Section 3. Maintenance and Repair.

3.1 Co-owners must Maintain and repair their Condominium Units, except General Common Elements in their Units. Any Co-owner who desires to repair a Common Elements or structurally modify a Unit must first obtain written consent from the Association and shall be responsible for all damages to any other Units or to the Common Elements resulting from such repairs or from the Co-owner's failure to effect such Maintenance and repairs.

3.2 The Association shall maintain and repair the General Common Elements, to the extent stated in the Master Deed and shall charge the costs to all the Co-owners as a common expense unless the repair is necessitated by the negligence, misuse, or neglect of a Co-owner, in which case the expense shall be charged to the Co-owner. The Association and its agents shall have access to each Unit during reasonable working hours, on notice to the occupant, for the purpose of maintaining, repairing, or replacing any of the Common Elements in the Unit or accessible from it. The Association and its agents shall also have access to each Unit at all times without notice for emergency repairs necessary to prevent damage to other Units or the Common Elements.

Section 4. Reconstruction and Repairs. If the Condominium Project or any of its Common Elements are destroyed or damaged, in whole or in part, and insurance proceeds are payable because of the destruction or damage, and the proceeds recovered are sufficient to reconstruct the Project or repair the Common Element(s), then the proceeds shall be applied to reconstruction. As used in this provision, "reconstruction" means restoration of the Project to substantially the same condition that it was in before the disaster.

4.1 If the destroyed or damaged Common Element is not insured against the peril causing the loss or the proceeds of the policies insuring the Project and payable because of the

loss are insufficient to reconstruct the Project, provisions for reconstruction may be made by the affirmative vote of at least 75 percent of the Co-owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. At any such meeting, the Board or its representative shall present to the Co-owners present an estimate of the cost of the reconstruction and the estimated amount of necessary special assessments against each Unit to pay for it. If the Common Element is reconstructed, any insurance proceeds shall be applied to the reconstruction, and special assessments may be made against the Units to pay the balance.

4.2 If the Common Element is not insured against the peril causing the loss or the proceeds of the policies insuring the Project and payable because of the loss are insufficient to reconstruct the Project and provisions for reconstruction are not made pursuant to the preceding paragraph, provisions for the withdrawal of any part of the property from the provisions of the Michigan Condominium Act and the Project may be made by the affirmative vote of at least 75 percent of the Co-owners voting at a meeting called for that purpose. Any such meeting shall be held within 30 days after the final adjustment of insurance claims, if any, or within 90 days after the disaster, whichever occurs first. When a Unit or part of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to that Unit shall be reallocated among the remaining Units based on the relative percentages of ownership in the Common Elements appurtenant to each remaining Unit. If only part of a Unit is withdrawn, the percentage of ownership in the Common Elements appurtenant to that Unit shall be reduced accordingly, based on the diminution in the market value of the Unit, as determined by the Board. Any insurance proceeds shall be allocated, on the basis of square footage withdrawn or some other equitable basis determined by the Board, among the Units, parts of Units, and parts of the Common Elements withdrawn. As compensation for such withdrawals,

(a) any insurance proceeds allocated to withdrawn Units or parts of Units shall be paid to the Co-owners in proportion to their percentages of ownership in the Common Elements appurtenant to the withdrawn Units or parts of Units;

(b) any insurance proceeds allocated to withdrawn parts of the Limited Common Elements shall be paid to the Unit Co-owners entitled to their use in proportion to their percentages of ownership in the Common Elements appurtenant to the Units served by the withdrawn Limited Common Elements; and

(c) any insurance proceeds allocated to withdrawn parts of the General Common Elements shall be paid to all Unit Co-owners in proportion to their percentages of ownership in the Common Elements.

4.3 On the withdrawal of any Unit or part of a Unit, the Co-owner shall be relieved of any further responsibility or liability for the payment of any assessments for the Unit, if the entire Unit is withdrawn or for the payment of the part of assessments proportional to the diminution in square footage of the Unit if only part of the Unit is withdrawn.

4.4 If the property is not insured against the peril causing the loss or the proceeds of the policies insuring the Project and payable because of the loss are insufficient to reconstruct the

Project and no provisions for either reconstruction or withdrawal are made pursuant to the preceding paragraphs, the provisions of the Michigan Condominium Act shall apply.

4.5 Prompt written notice of all material damage or destruction to a Unit or any part of the Common Elements shall be given to the holders of first mortgage liens on any affected Units.

Section 5. Eminent Domain. The following provisions shall pertain on any taking by eminent domain:

5.1 If any part of the Common Elements is taken by eminent domain, the award shall be allocated to the Co-owners in proportion to their undivided interests in the Common Elements. The Association, through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of Common Elements, and any negotiated settlement approved by more than two-thirds of the Co-owners based on assigned voting rights shall bind all Co-owners.

5.2 If a Unit is taken by eminent domain, that Unit's undivided interest in the Common Elements shall be reallocated to the remaining Units in proportion to their undivided interests in the Common Elements. The court shall enter a decree reflecting the reallocation of undivided interests and the award shall include just compensation to the Co-owner of the Unit taken for the Co-owner's undivided interest in the Common Elements, as well as for the Unit.

5.3 If part of a Unit is taken by eminent domain, the court shall determine the fair market value of the part of the Unit not taken. The undivided interest for the Unit in the Common Elements shall be reduced in proportion to the diminution in the fair market value of the Unit resulting from the taking. The part of the undivided interest in the Common Elements thus divested from the Co-owner of a Unit shall be reallocated among the other Units in the Project in proportion to their undivided interests in the Common Elements. A Unit that is partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the court order under this provision. The court shall enter a decree reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Unit partially taken for that part of the undivided interest in the Common Elements divested from the Co-owner and not revested in the Co-owner pursuant to provision d, as well as for the part of the Unit taken by eminent domain.

5.4 If the taking of part of a Unit makes it impractical to use the remaining part of that Unit for a lawful purpose permitted by the Condominium Documents, the entire undivided interest in the Common Elements appurtenant to that Unit shall be reallocated to the remaining Units in the Project in proportion to their undivided interests in the Common Elements. The remaining part of the Unit shall then be a Common Element. The court shall enter an order reflecting the reallocation of undivided interests, and the award shall include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Condominium Unit.

5.5 Votes in the Association and liability for future administration expenses pertaining to a Unit that is taken or partially taken by eminent domain shall be reallocated to the

remaining Units in proportion to their voting strength in the Association. The voting strength in the Association of a Unit that is partially taken shall be reduced in proportion to the reduction in its undivided interest in the Common Elements.

ARTICLE X
USE AND OCCUPANCY RESTRICTIONS

Section 1. Building Restrictions.

1.1 **Architectural Control**. No building, structure or other Improvement shall be constructed within the Project, nor shall any material exterior modification be made to any existing buildings, structure or Improvement, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer's designee, **Rick Oldaugh Construction, Inc.**, or such other designee as the Developer may indicate from time to time in a duly Recorded Amendment to these Bylaws. Construction of any building or other Improvements must also receive any necessary approvals from the local public authority. The Developer's designee shall have the right to refuse to approve any such plans, specifications, location of buildings, grading, or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, Improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Project, Phase, and/or the Property as a whole. The plans and specifications submitted to the Developer's designee for approval must, minimally, include the following:

(a) The proposed location of each building, structure or Improvement and the proposed location of drives and parking areas;

(b) Construction and architectural plans including floor plans, typical sections and all elevations; and

(c) Specifications setting forth the type and quality of all materials and workmanship and including a detailed finishing schedule for all exterior materials, products and finishes, with actual brick, stain and shingle samples.

1.2 **Reserved Right of Developer to Construct Other Improvements**. The purpose of this section is to assure the continued maintenance of the Property and the Project as a beautiful and harmonious residential development, and shall be binding upon the Association and upon all Co-owners. The Developer may construct any Improvements upon the Property that it may, in its sole discretion, elect to make, without the necessity of obtaining the prior written consent from the Association or any other person or entity, subject only to the express limitations contained in any applicable Condominium Documents.

1.3 **Limitation on Liability**. In no event shall Developer or its designee, Rick Oldaugh Construction, Inc., have any liability whatsoever to anyone for their approval or disapproval of plans, drawings, specifications, elevations or the dwellings, fences, walls, or other

structures subject thereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. By way of example but not limitation, there shall be no liability to the Developer or its designee for approval of plans, drawings, specifications, elevations or the Residences, fences, walls, or other structures which are not in conformity with the provisions of the Condominium Documents, or for disapproving plans, drawings, specifications, elevations or the Residences, fences, walls, or other structures which are arguably in conformity with the provisions hereof.

Section 2. Use Restrictions

2.1 **Minimum Square Footages**. No plans for any Residence will be approved unless the proposed Residence has the minimum square footage required from time to time by the Township of Mundy or its successor. In addition, the square footages of Residences shall be restricted as follows:

(a) **Ranch-Style Residence**. The minimum Useable Area for a ranch style Residence shall be 1200 square feet.

(b) **Split-Level Residence**. The minimum Useable Area for a split-level style Residence shall be 1200 square feet.

(c) **Two Story or Cape Cod Style Residence**. The minimum Useable Area for a two story or cape cod style Residence shall be 1400 square feet.

2.2 **Garages**. All Residences shall have at least a two-car attached garage. The front line of the garage must be offset at least 2 feet from the front line of the Residence.

2.3 **Setbacks**. No Residence, building or other structure shall be placed, erected, altered or located on any Unit nearer to the front, side or rear Unit line than is permitted by the ordinances of the Township of Mundy or its successor from time to time in effect.

2.4 **Alterations, Additions and Improvements to Residences**. No Co-owner shall make any alterations, additions, or improvements to the exterior or structure of a Residence without written approval from the Association. The Association shall not approve any alterations or structural modifications that would jeopardize or impair the soundness, safety, or appearance of the Property. An Co-owner may make alterations, additions, or improvements within a Residence without written approval from the Association, but the Co-owner shall be responsible for any damage to other Units, Common Elements, Association property, or any part of them that results from such alterations, additions, or improvements.

2.5 **Nuisances; Quiet Enjoyment**. No nuisances shall be permitted on the Property, nor shall any use or practice that is a source of annoyance to the Co-owners or that interferes with the peaceful possession or proper use of the Property by its Co-owners be permitted.

2.6 **Activities**. No unlawful use shall be made of the Property or any part of it, and nothing shall be done or kept on any Unit, on Common Elements or on Association property

that would increase the insurance premiums for an Association without written consent from the Board of such Association. No Co-owner shall permit anything to be done or kept in a Residence, on Common Elements or on Association property that would result in the cancellation of insurance on any Residence or that would violate any law. Co-owner shall not use or permit any occupant, agent, tenant, invitee, guest, or family member to use any firearms, air rifles, pellet guns, BB guns, bows and arrows, fireworks, or other dangerous weapons, projectiles, or devices anywhere on or around the Property.

2.7 **Pets**. No animals, including household pets, shall be kept without written consent from the Association. The Association may revoke such consent at any time. Pets permitted by the Association shall be kept in compliance with the Rules and Regulations promulgated from time to time and must always be kept and restrained so they are not obnoxious because of noise, odor, or unsanitary conditions. No animal shall be permitted to run loose on the Property and the owner of each pet shall be responsible for cleaning up after it, including the collection and disposition of fecal matter. Any Co-owner who causes any animal to be brought or kept upon the Property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Property, whether or not the Association has given its permission therefor. An Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in 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 Property or Project, as applicable. The Association may also, without liability to the owner, have any animal removed from the Property if it determines that the presence of the animal violates the Restrictions.

2.8 **Vehicles, Trailers and Temporary Structures**. No mobile home, van, trailer, tent, shack, garage, accessory building, outbuilding, or other temporary structure shall be erected, occupied, or used on the Property without written consent from the Association, provided that the term "mobile home" shall not be deemed to prohibit the erection of a modular home that conforms in every other way with the Restrictions and is intended to be affixed to a permanent foundation. The Association property and Common Elements shall not be used to store supplies or personal property. No vehicles shall be parked on or along the private drives, and Co-owners and their agents, tenants, invitees, guests, and family members shall not use or obstruct any parking areas abutting such drives without consent from the Association. In general, no activity or condition shall be allowed on any Unit or on the Association property or Common Elements that would spoil the appearance of the Property.

2.9 **Trash Disposal**. Trash and refuse shall be placed only in trash receptacles and in such a manner as the Association permits in its duly adopted Rules and Regulations.

2.10 **Aesthetics**. No Co-owner shall display, hang, or store any clothing, sheets, blankets, laundry, or other articles outside a Unit or inside a Residence in a way that is visible from the outside of the Unit, except for draperies, curtains, blinds, or shades of a customary type and appearance. Neither shall any Co-owner paint or decorate the outside of a Residence or install any radio or television antenna, window air-conditioning unit, snap-in window divider, awning, or other equipment, fixtures, or items without written permission from the Association. These restrictions shall not be construed to prohibit an Co-owner from placing

and maintaining outdoor furniture and decorative foliage of a customary type and appearance on a deck, patio, or stoop appurtenant to a Residence.

2.11 **Walls and Fences**. No wall of any kind shall be erected or maintained on any Unit, the Association property, or Common Elements without the prior written approval of the Developer. Any fences must be approved by the Developer and by the Association.

2.12 **Satellite Dishes**. No satellite dish shall be placed, constructed, altered or maintained on any Unit, unless in the opinion of the Developer its location is to the rear of the respective Unit and it is sufficiently concealed by trees, shrubbery, and other natural plantings so as not to be offensive to the adjoining neighbors.

2.13 **Installation of Landscaping**. Within eight (8) months after completion of a Residence, the Co-owner thereof shall cause the Unit owned by him, including the area lying between the sidewalk and the road, except such portion thereof as is used for driveways and walks, to be finish-graded and suitably planted. The Unit shall be kept free of weeds by the Co-owner thereof. All landscaping and lawns shall be well maintained at all times.

2.14 **Non-Disturbance of Wetlands**. Certain portions of the land within the Property are wetlands protected by federal and state law. Under law, any disturbance of a wetland by depositing material in it, dredging or removing material from it, or draining water from the wetland may be done only after a permit has been obtained from the Michigan Department of Natural Resources or its administrative successor. To assure that no inadvertent violations occur, no Co-owner may disturb the wetlands on the Property, including, without limitation, the clearing of trees, without obtaining: (1) written authorization from the Association; (2) any necessary Township permits; and (3) any necessary state permits. Additionally, the construction of structures within areas designated as wetlands is prohibited.

2.15 **Rules of Conduct**. Developer and/or the Association may promulgate and amend reasonable rules and regulations, consistent with the provisions of this Declaration, concerning the use of Units, Residences, Common Elements, and Association property within the Project. In such event, the Developer or the Board of the Association shall furnish copies of such Rules and Regulations to each Co-owner at least 10 days before they become effective. Such Rules and Regulations may be revoked at any time by the affirmative vote of more than 60 percent of all Co-owners within the burdened Project, in number and in value.

2.16 **Remedies on Breach**. An Co-owner's default under the Restrictions shall entitle the Association to the following relief:

(a) In the absence of a written agreement to arbitrate, a dispute or question whether a violation of any specific regulation or restriction in this Section 2 has occurred shall be submitted to the Board of Directors of the Association, which shall conduct a hearing and render a written decision. The Board's decision shall bind all Co-owners and other parties that have an interest in the Property.

(b) Failure to comply with any restriction on use and occupancy in these Bylaws shall be grounds for relief, which may include an action to recover sums due for damages, injunctive relief, the foreclosure of a lien, or any other remedy that the Board of Directors determines is appropriate, including the discontinuance of services on seven days' notice, the levying of fines against the culpable Co-owners after notice and hearing, and the imposition of late charges for the nonpayment of assessments. All such remedies shall be cumulative and shall not preclude any other remedies.

(c) In a court proceeding arising because of an alleged default by an Co-owner, if the Association is successful, it may recover the cost of the proceeding and actual attorney fees as the court may determine.

(d) The failure of the Association to enforce any provision of this Declaration shall not constitute a waiver of the right of the Association to enforce the provision in the future.

(e) An aggrieved Co-owner may compel the enforcement of the terms and provisions of this Declaration by an action for injunctive relief or damages against an Association, its officers, or another Co-owner in the project.

2.17 **Reserved Rights of Developer:**

(a) **Development and Sales**. None of the restrictions contained in this **Section 2** shall apply to the commercial activities or signs or billboards, if any, of Developer during the Development and Sales Period or of the Association in furtherance of their powers and purposes set forth in the Restrictions, articles of incorporation, and/or Condominium Documents, as applicable, as the same may be amended from time to time. Until all the Units in the Property have been sold by Developer and each Residence is occupied by the purchaser thereof, the Developer may maintain sales offices, model Residences, business offices, construction offices, trucks, construction equipment, storage areas, and customary signs to enable the development and sale of all Residences within the Property. The Developer shall restore all areas and equipment to habitable status when it is finished with this use.

(b) **Access**. While a Unit is for sale by the Developer, the Developer and its agents, employees, contractors, subcontractors, and their agents and employees may access any part of the Property as is reasonably required for the purpose of the sale.

ARTICLE XI
MORTGAGES AND LIENS

Section 1. Mortgage of Condominium Units.

1.1 **Co-owner Notice to Association.** Any Co-owner who mortgages a Condominium Unit shall notify the Association of the name and address of the Mortgagee, and the Association shall maintain such information in a book entitled "Mortgagees of Units." At the

written request of a Mortgagee of any Unit, the Association may report any unpaid assessments due from the Co-owner of such Unit.

1.2 **Association Notice to Mortgagees.** The Association shall notify each Mortgagee appearing in the book of Mortgagees of the name of each company insuring the condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and of the amounts of such coverage.

Section 2. Mechanics' Liens. A mechanic's lien for work performed on a Condominium Unit or a Common Element shall attach only to the Unit or element on which the work was performed. A lien for work authorized by the Developer or the principal contractor shall attach only to Condominium Units owned by the Developer when the statement of account and lien are recorded. A mechanic's lien for work authorized by the Association shall attach to each Unit in proportion to the extent to which the Co-owner must contribute to the administration expenses. No mechanic's lien shall arise or attach to a Condominium Unit for work performed on the General Common Elements that is not contracted by the Association or the Developer.

ARTICLE XII
LEASES

Section 1. Notice of Leases. Any Co-owner, including the Developer, who desires to rent or lease a Condominium Unit for more than 30 consecutive days shall inform the Association in writing at least 10 days before presenting a lease form to a prospective tenant and, at the same time, shall give the Association a copy of the exact lease form for its review for compliance with the Condominium Documents. No Unit shall be rented or leased for less than 60 days without written consent from the Association. If the Developer proposes to rent Condominium Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

Section 2. Terms of Leases. Tenants and non-Co-owner occupants shall comply with the provisions of the Condominium Documents of the Project, and all lease and rental agreements shall state this condition.

Section 3. Remedies. If the Association determines that any tenant or non-Co-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

3.1 The Association shall notify the Co-owner by certified mail addressed to the Co-owner at the Co-owner's last known residence of the alleged violation by the tenant.

3.2 The Co-owner shall have 15 days after receiving the notice to investigate and correct the alleged breach by the tenant or to advise the Association that a violation has not occurred.

3.3 If, after 15 days, the Association believes that the alleged breach has not been cured or might be repeated, it may institute an action for eviction against the tenant or non-Co-owner occupant and a simultaneous action for money damages (in the same or another action) against the Co-owner and the tenant or non-Co-owner occupant for breach of the provisions of the Condominium Documents. The relief stated in this provision may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or the tenant.

Section 4. Assessments. When a Co-owner is in arrears to the Association for assessments, the Association may notify any tenant occupying a Co-owner's Unit under a lease or rental agreement of the arrearage in writing. After receiving such a notice, the tenant shall deduct from rental payments due to the Co-owner the full arrearage and future assessments as they fall due and shall pay them to the Association. Such deductions shall not be a breach of the rental agreement or lease.

ARTICLE XIII
ARBITRATION

Section 1. Submission to Arbitration. Any dispute, claim, or grievance relating to the interpretation or application of the Deed, Bylaws, or other Condominium Documents among or between Co-owners and the Association may, on the election and written consent of the parties to the dispute, claim, or grievance and written notice to the Association, be submitted to arbitration. The parties shall accept the arbitrator's award as final and binding. All arbitration under these Bylaws shall proceed in accordance with MCLA 600.5001 et seq., MSA 27A.5001 et seq. and applicable rules of the arbitration association.

Section 2. Disputes Involving the Developer. A contract to settle by arbitration may also be signed by the Developer and any claimant with a claim against such Developer that may be the subject of a civil action, subject to the following conditions:

2.1 At the exclusive option of a purchaser, Co-owner, or Person occupying a Unit in the Project, the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against such Developer that involves less than $2,500 and relates to a purchase agreement, Condominium Unit, or the Project.

2.2 At the exclusive option of the Association of Co-owners, the Developer shall sign a contract to settle by arbitration a claim that may be the subject of a civil action against such Developer that relates to the Common Elements of the Project and involves less than $10,000.

Section 3. Preservation of Rights. The election of a Co-owner or the Association to submit a dispute, claim, or grievance to arbitration shall preclude that party from litigating the dispute, claim, or grievance in the courts. However, except as otherwise stated in this Article, no interested party shall be precluded from petitioning the courts to resolve a dispute, claim, or grievance in the absence of an election to arbitrate.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

Section 1. Severability. If any of the provisions of these Bylaws or any Condominium Document are held to be partially or wholly invalid or unenforceable for any reason, that holding shall not affect, alter, or impair any of the other provisions of these documents or the remaining part of any provision that is held to be partially invalid or unenforceable. In such an event, the documents shall be construed as if the invalid or unenforceable provisions were omitted.

Section 2. Notices. Notices provided for in the Michigan Condominium Act, the Deed, and the Bylaws shall be in writing and shall be addressed to the Developers, or to the Co-owner at the address stated in the deed of conveyance, or to either party at a subsequently designated address. The Association may designate a different address by notifying all Co-owners in writing. Any Co-owner may designate a different address by notifying the Association in writing. Notices shall be deemed delivered when they are sent by U.S. mail with the postage prepaid or when they are delivered in Person.

Section 3. Amendments. These Bylaws may be amended or repealed only in the manner stated in **Article VII** of the Master Deed.

Adopted this 13th day of June, 2000:

INCORPORATOR:

THE WINDFIELD GROUP I, LLC
By: Dennis W. Strelchuk
Its. Managing Member

GENESEE COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____
EXHIBIT "B" TO THE MASTER PLANS OF

"WINDFIELD ESTATES"

PHASE I

A CONDOMINIUM
A PART OF THE N.W.1/4 OF SECTION 13
T-6-N., R-6-E., MUNDY TOWNSHIP
GENESEE COUNTY, MICHIGAN

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

MASTER LIBER 4500 PAGE 898

DESCRIPTION:
A PART OF THE N. W. 1/4 OF SECTION 13, T-6-N., R-6-E., MUNDY TOWNSHIP, GENESEE COUNTY MICHIGAN, MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT N.88°39'07"W.,331.00 FEET ALONG THE NORTH LINE OF SAID SECTION 13 FROM THE NORTH 1/4 CORNER OF SAID SECTION 13; THENCE S.00°13'00"E.,670.00 FEET; THENCE N.88°39'07"W.,266.84 FEET; THENCE N.00°13'00"W.,10.00 FEET; THENCE N.88°39'07"W., 396.15 FEET; THENCE N.00°13'00"W.,410.00 FEET; THENCE S.88°39'07"E.,200.00 FEET; THENCE N.00°13'00"W.,250.00 FEET TO THE NORTH LINE OF SAID SECTION; THENCE S.88°39'07"E.,463.00 FEET TO THE POINT OF BEGINNING AND CONTAINING 8.96 ACRES AND COMPRISING UNITS 1 THRU 14 INCLUSIVE.

BEARINGS ARE FROM THE RECORDED PLAT OF "BRITTWOOD ACRES NO.1" AS RECORDED IN LIBER 33, PAGE 9 OF PLATS, GENESEE COUNTY RECORDS.

I, CHRISTOPHER W. NEWMAN, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT: THAT THE SUBDIVISION KNOWN AS WINDFIELD ESTATES 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 RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.
THAT THE BEARINGS AS SHOWN, ARE NOTED ON SURVEY PLAN AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978.

_____ DATE

_____
CHRISTOPHER W. NEWMAN
TRI-COUNTY SURVEYS
922 EAST MAPLE
HOLLY, MICHIGAN 48442

SHEET INDEX

1 COVER SHEET
2 SITE/ SURVEY PLAN
3 UTILITY PLAN
4 TOTAL SURVEY

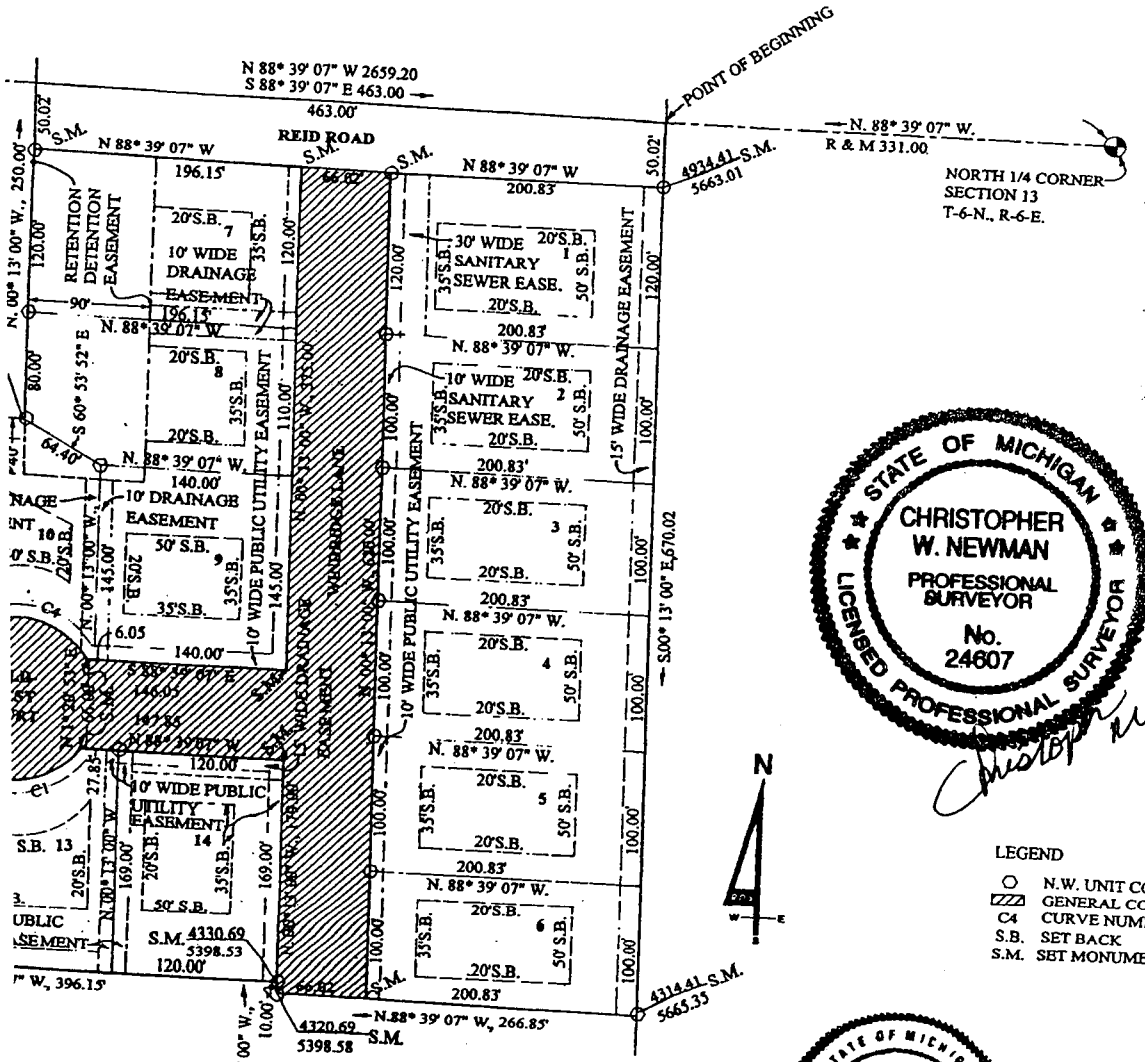
ENGINEER
REALTY DEVELOPMENT SERVICES
6019 LONG POINTE DRIVE
DAVISBURG, MICHIGAN 48350
248-625-1317

SURVEYOR
TRI-COUNTY SURVEYS
922 EAST MAPLE
HOLLY, MICHIGAN 48442
248-634-8541

DEVELOPER
THE WINDFIELD GROUP I, LLC
6019 LONG POINTE DRIVE
DAVISBURG, MICHIGAN 48350
248-625-1317

PHASE I
WINDFIELD ESTATES
A CONDOMINIUM
A PART OF THE W 1/2 OF SEC 13
T-6-N., R-6-E., MUNDY TOWNSHIP
GENESEE COUNTY, MICHIGAN
MUST BE BUILT

RDS



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M.
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OPERTY LINE.
4.

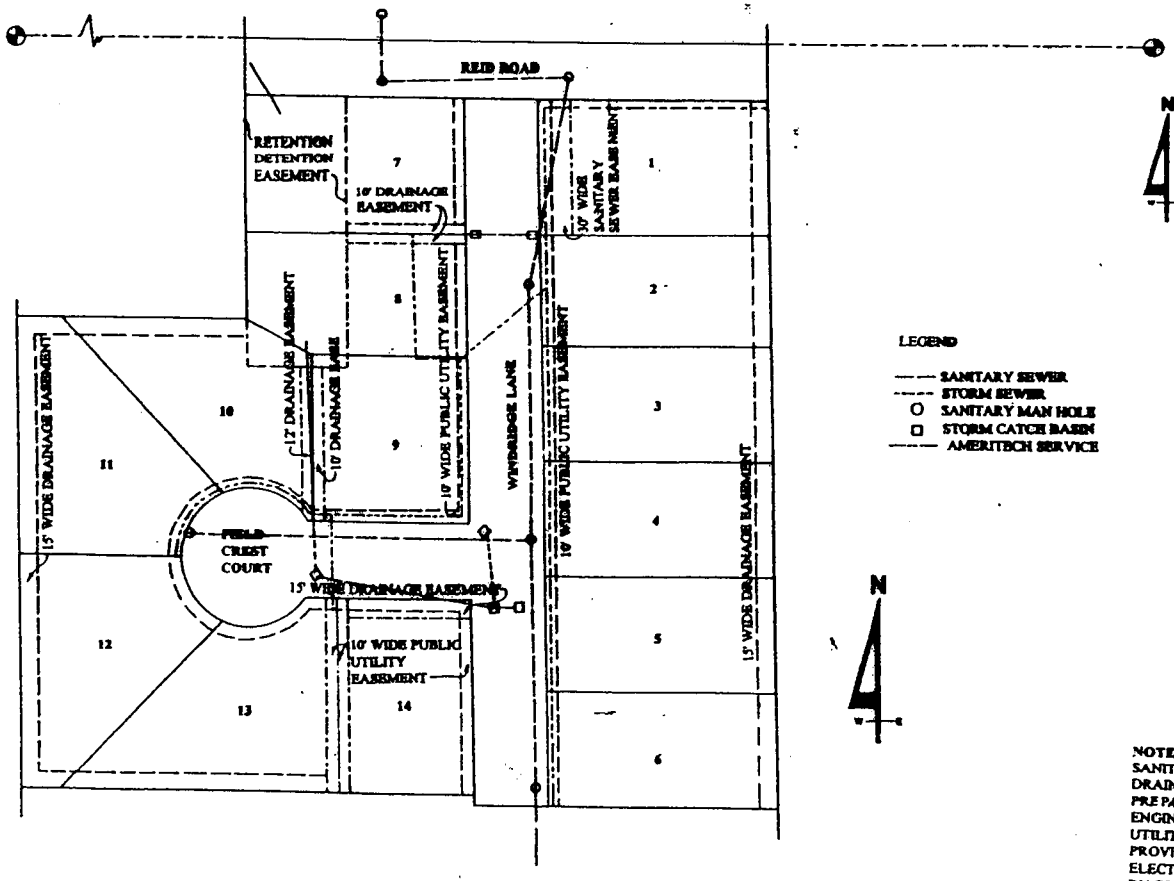
MASTER DEED
LIBER 4500 PAGE 899

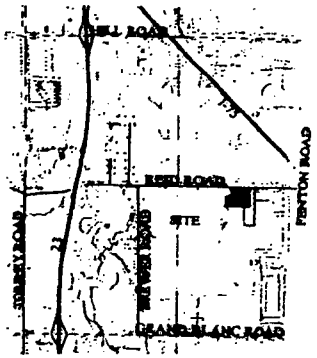
SITE/ SURVEY PLAN
WINDFIELD ESTATES PHASE I
A CONDOMINIUM

SCALE = 0 50 100 200

REV. 2-19-00 PER T.C.S.
REV. 8-11-99 DWL

MASTER LIBER 4500 PAGE 900





LOCATION MAP
SCALE 1"=2000'

LEGEND

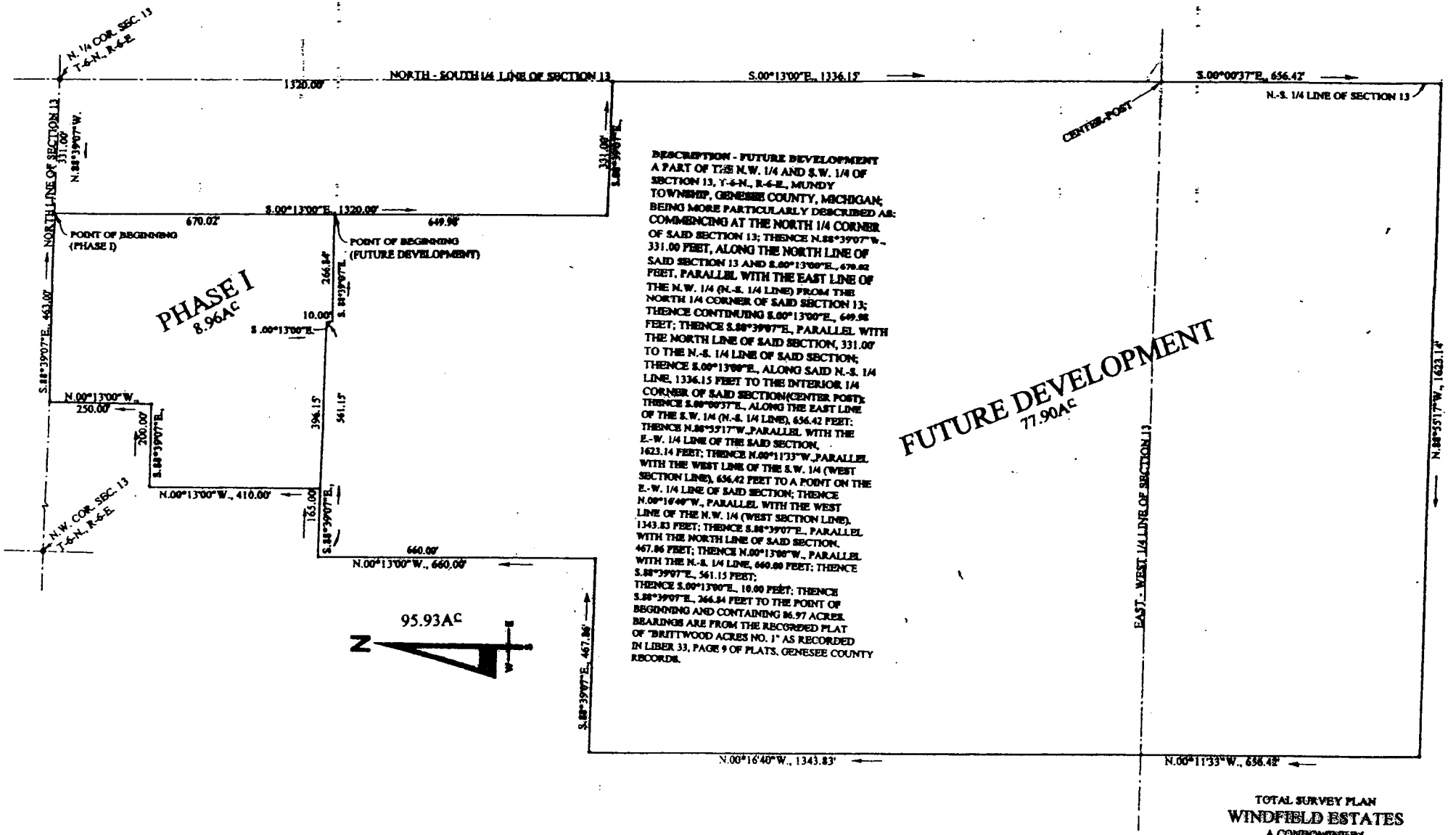
- SANITARY SEWER
- STORM SEWER
- SANITARY MAN HOLE
- STORM CATCH BASIN
- AMERITECH SERVICE

NOTE:
SANITARY SEWER DATA AND STORM DRAIN DATA OBTAINED FROM PLANS PREPARED AND BY LAWRENCE ENGINEERING CO.
UTILITY DATA OBTAINED FROM COMPANY PROVIDING SERVICES
ELECTRICAL AND GAS SERVICES PROVIDED BY CONSUMERS ENERGY CO.
TELEPHONE SERVICES PROVIDED BY AMERITECH
CABLE TELEVISION SERVICES PROVIDED BY

UTILITY PLAN
WINDFIELD ESTATES PHASE I
A CONDOMINIUM

SCALE = 0 50 100 200

RDS



DESCRIPTION - FUTURE DEVELOPMENT
A PART OF THE N.W. 1/4 AND S.W. 1/4 OF SECTION 13, T-6-N., R-6-E., MUNDY TOWNSHIP, GENESEE COUNTY, MICHIGAN; BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 13; THENCE N.88°39'07"W., 331.00 FEET, ALONG THE NORTH LINE OF SAID SECTION 13 AND S.00°13'00"E., 670.02 FEET, PARALLEL WITH THE EAST LINE OF THE N.W. 1/4 (N.-S. 1/4 LINE) FROM THE NORTH 1/4 CORNER OF SAID SECTION 13; THENCE CONTINUING S.00°13'00"E., 649.98 FEET; THENCE S.88°39'07"E., PARALLEL WITH THE NORTH LINE OF SAID SECTION, 331.00' TO THE N.-S. 1/4 LINE OF SAID SECTION; THENCE S.00°13'00"E., ALONG SAID N.-S. 1/4 LINE, 1336.15 FEET TO THE INTERIOR 1/4 CORNER OF SAID SECTION(CENTER POST); THENCE S.00°00'37"E., ALONG THE EAST LINE OF THE S.W. 1/4 (N.-S. 1/4 LINE), 656.42 FEET; THENCE N.88°55'17"W., PARALLEL WITH THE E.-W. 1/4 LINE OF THE SAID SECTION, 1623.14 FEET; THENCE N.00°11'33"W., PARALLEL WITH THE WEST LINE OF THE S.W. 1/4 (WEST SECTION LINE), 656.42 FEET TO A POINT ON THE E.-W. 1/4 LINE OF SAID SECTION; THENCE N.00°16'40"W., PARALLEL WITH THE WEST LINE OF THE N.W. 1/4 (WEST SECTION LINE), 1343.83 FEET; THENCE S.88°39'07"E., PARALLEL WITH THE NORTH LINE OF SAID SECTION, 467.86 FEET; THENCE N.00°13'00"W., PARALLEL WITH THE N.-S. 1/4 LINE, 660.00 FEET; THENCE S.88°39'07"E., 561.15 FEET; THENCE S.00°13'00"E., 10.00 FEET; THENCE S.88°39'07"E., 266.84 FEET TO THE POINT OF BEGINNING AND CONTAINING 86.97 ACRES. BEARINGS ARE FROM THE RECORDED PLAT OF "BRITTWOOD ACRES NO. 1" AS RECORDED IN LIBER 33, PAGE 9 OF PLATS, GENESEE COUNTY RECORDS.

TOTAL SURVEY PLAN
WINDFIELD ESTATES
A CONDOMINIUM
A PART OF THE W 1/2 OF SECTION 13
T-6-N., R-6-E., MUNDY TOWNSHIP
GENESEE COUNTY, MICHIGAN
MUST BE BUILT

SCALE = 0 50 100 200

RDS

1254.100

MASTER LIBER 4500 PAGE 901

EXHIBIT C
AFFIDAVIT OF MAILED NOTICES

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

The undersigned, being duly sworn, deposes and says that **The Windfield Group I, LLC** provided written notice to the following entities in compliance with MCLA §559.171:

- Mundy Township Offices;
- Genesee County Road Commission;
- Genesee County Drain Commission;
- Michigan Transportation Department;
- Michigan Department of Natural Resources;
- Michigan Department of Community Health; and
- Michigan Department of Consumer & Industry Services,

not less than ten days before taking a reservation under a preliminary reservation agreement for a condominium unit, recording the master deed for the **Windfield Estates Condominium**, or beginning construction of the project.

AND FURTHER DEPONENT SAYETH NOT.

THE WINDFIELD GROUP I, LLC:

By: Dennis W. Strelchuk
Its: Managing Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss.

Subscribed, sworn to and acknowledged before me by Dennis W. Strelchuk, Managing Member of The Windfield Group I, LLC, a Michigan limited liability company, on behalf of the company this 13 day of June, 2000

Notary Public Scott D. MacDonald
Oakland County, Michigan
My commission expires: 8/26/2000

REGISTER OF DEEDS
GENESEE COUNTY, MICHIGAN } ss.

I DO HEREBY CERTIFY, That the within and foregoing, is a true copy of the Record of a Master Deed

as recorded on Page 835-902 of

Liber 4500 of Master Liber in the Office of Register of Deeds of Genesee County, Michigan. That I have compared the same with the said Record and the same is a true copy.

Deputy

Register of Deeds for Genesee County
Flint, Michigan 48502

Issued 6-19-00

PPGC 1103