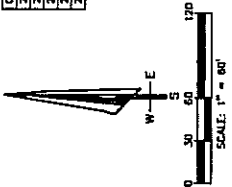


# COUNTRY ACRES OF PLYMOUTH SUB. NO. 1

A PART OF THE NE & NW & SW & SE 1/4 OF SECTION 31  
T-1-S, R-8-E, PLYMOUTH TWP., WAYNE COUNTY, MICHIGAN

LIBER PAGE  
SHEET 5 OF 17 SHEETS

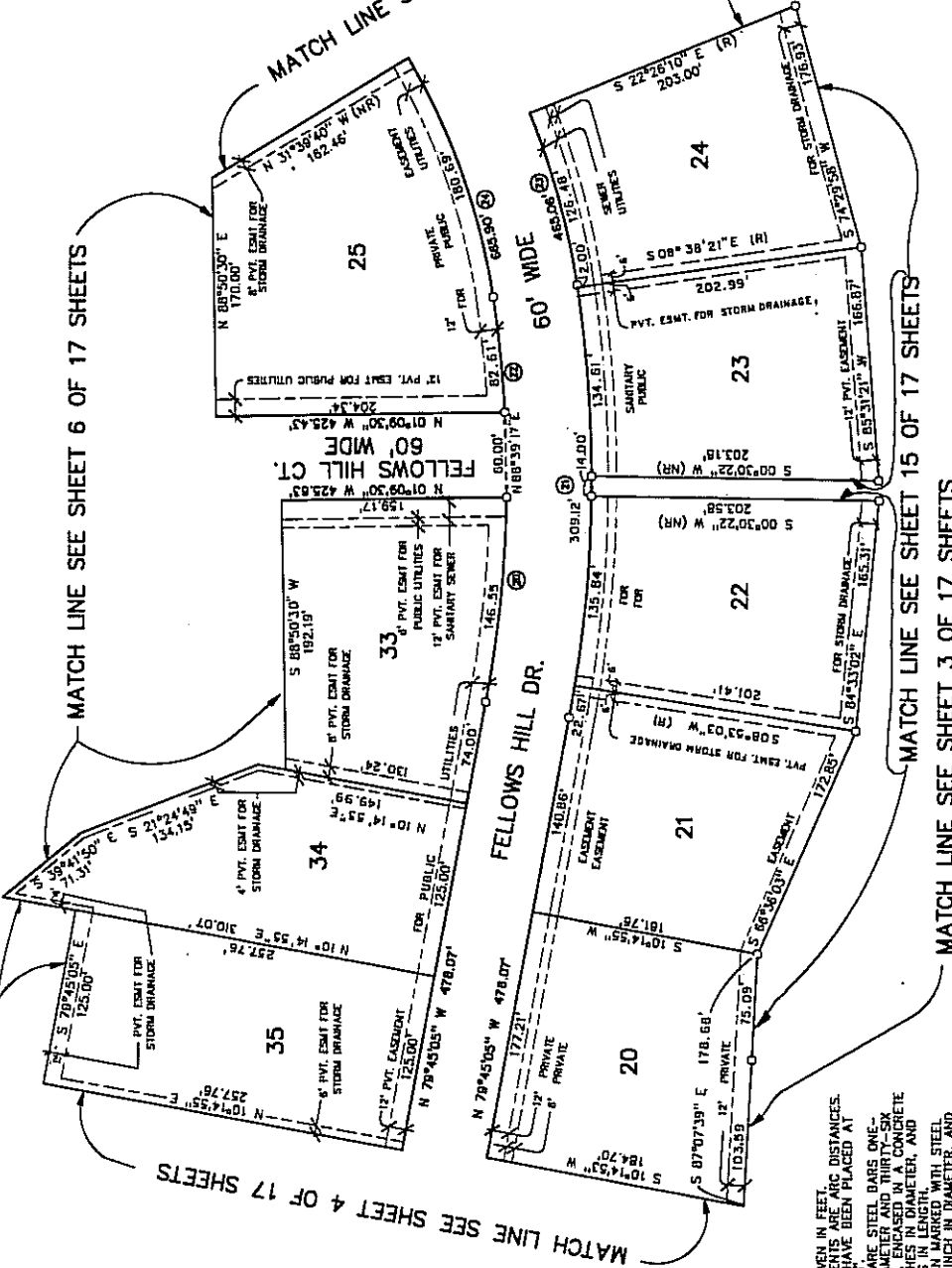
IN



CURVE DATA

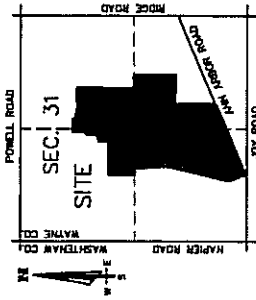
CURVE	ARC	RADIUS	CHORD	CHORD BEARING	CHORD
30	143.51	87.00	143.51	S 89° 41' 53" E	143.51
31	509.32	154.00	154.00	S 89° 41' 53" E	154.00
32	82.81	87.00	82.81	S 89° 41' 53" E	82.81
33	465.04	154.00	154.00	S 89° 41' 53" E	154.00
34	163.99	170.00	163.99	S 89° 41' 53" E	163.99

MATCH LINE SEE SHEET 7 OF 17 SHEETS



### LEGEND

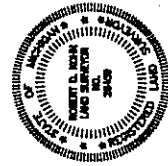
- ALL DIMENSIONS ARE GIVEN IN FEET.
- CONCRETE MONUMENTS HAVE BEEN PLACED AT ALL POINTS MARKED 'D'.
- CONCRETE MONUMENTS ARE STEEL BARS ONE-HALF (1/2) INCH IN DIAMETER AND THIRTY-SIX (36) INCHES IN LENGTH.
- CONCRETE MONUMENTS ARE STEEL BARS ONE-HALF (1/2) INCH IN DIAMETER, AND THIRTY-SIX (36) INCHES IN LENGTH.
- LOT CORNERS HAVE BEEN MARKED WITH STEEL BARS ONE-HALF (1/2) INCH IN DIAMETER, AND THIRTY-SIX (36) INCHES IN LENGTH.
- (R) INDICATES A NON-RADIAL LINE.
- (R) INDICATES A RIGHT ANGLE.
- BEARINGS FOR THIS SUBDIVISION ARE BASED ON THE NORTH LINE OF THE RECORDED PLAT OF 'Plymouth Subdivision' AS RECORDED IN LIBER 88, PAGES 94 THROUGH 95 OF PLATS WAYNE COUNTY RECORDS.



LOCATION MAP

SCALE: 1" = 200'

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967 AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY WHICH ARE RECORDED IN LIBER 25849, PAGES 412-431 OF RECORDS OF THIS COUNTY.



*Robert D. Hudson*

Giffels-Webster Engineers Inc.  
ENGINEERS - SURVEYORS - PLANNERS  
2411 BOND STREET ROCHESTER HILLS MICHIGAN  
(410) 862-3100

64-255

**MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES  
BUREAU OF COMMERCIAL SERVICES**

*DLL*

Date Received	(FOR BUREAU USE ONLY)
	<b>FILED</b>
	SEP 15 2003

This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

Name Alexander, Zelmanski & Lee, PLLC		
Address 217 W. Ann Arbor Road, Suite 212		
City Plymouth	State MI	Zip Code 48170

Administrator  
BUREAU OF COMMERCIAL SERVICES

EFFECTIVE DATE:

Document will be returned to the name and address you enter above. If left blank document will be mailed to the registered office.

**RESTATED ARTICLES OF INCORPORATION**  
For use by Domestic Nonprofit Corporations  
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Restated Articles:

1. The present name of the corporation is:	Country Club Village of Plymouth Condominium Association
2. The identification number assigned by the Bureau is:	751497
3. All former names of the corporation are:	
4. The date of filing the original Articles of Incorporation was:	November 3, 1999

The following Restated Articles of Incorporation supersede the Articles of Incorporation as amended and shall be the Articles of Incorporation for the corporation:

**ARTICLE I**

The name of the corporation is:	Country Club Village of Plymouth Condominium Association
---------------------------------	--

**ARTICLE II**

The purpose or purposes for which the corporation is organized are:
See Attached

ARTICLE III

1. The corporation is organized on a nonstock basis.  
(stock or nonstock)

2. If organized on a stock basis, the aggregate number of shares which the corporation has authority to issue is \_\_\_\_\_ . If the shares are, or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences, and limitations of the shares of each class are as follows:

3. If organized on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

and the description and value of its personal property assets are: (if none, insert "none")

\$145,780.00 CASH

(The valuation of the above assets was as of August 1, 2003 )

The corporation is to be financed under the following general plan:

assessment of members

The corporation is organized on a membership basis.  
(membership or directorship)

ARTICLE IV

1. The address of the registered office is:

1130 Tienken Court, Suite 102, Michigan 48306  
(Street Address) (City) (ZIP Code)

2. The mailing address of the registered office, if different than above:

\_\_\_\_\_, Michigan \_\_\_\_\_  
(Street Address or P.O. Box) (City) (ZIP Code)

3. The name of the resident agent is: In Rhodes Management

ARTICLE V (Additional provisions, if any, may be inserted here; attach additional pages if needed.)

See Attachment

5. COMPLETE SECTION (a) IF THE RESTATED ARTICLES DO NOT FURTHER AMEND THE ARTICLES OF INCORPORATION; OTHERWISE, COMPLETE SECTION (b).

- a.  These Restated Articles of Incorporation were duly adopted on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, in accordance with the provisions of Section 642 of the Act by the Board of Directors without a vote of the members or shareholders. These Restated Articles of Incorporation only restate and integrate and do not further amend the provisions of the Articles of Incorporation as heretofore amended and there is no material discrepancy between those provisions and the provisions of these Restated Articles.

Signed this \_\_\_\_\_ day of \_\_\_\_\_,

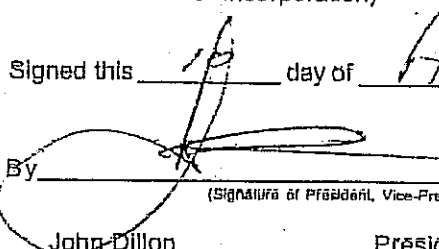
By \_\_\_\_\_  
(Signature of Authorized Officer or Agent)

\_\_\_\_\_  
(Type or Print Name)

- b.  These Restated Articles of Incorporation were duly adopted on the 10 day of August, \_\_\_\_\_, in accordance with the provisions of Section 642 of the Act. These Restated Articles of Incorporation restate, integrate, and do further amend the provisions of the Articles of Incorporation and: (check one of the following)

- were duly adopted by the shareholders, the members, or the directors (if organized on a nonstock directorship basis). The necessary number of votes were cast in favor of these Restated Articles of Incorporation.
- were duly adopted by the written consent of all the shareholders or members entitled to vote in accordance with Section 407(3) of the Act.
- were duly adopted by the written consent of all the directors pursuant to Section 525 of the Act as the corporation is organized on a directorship basis.
- were duly adopted by the written consent of the shareholders or members having not less than the minimum number of votes required by statute in accordance with Section 407(1) and (2) of the Act. Written notice to shareholders or members who have not consented in writing has been given. (Note: Written consent by less than all of the shareholders or members is permitted only if such provision appears in the Articles of Incorporation)

Signed this 10 day of August, 2003

By   
(Signature of President, Vice-President, Chairperson, or Vice-Chairperson)

John Dillon

President

\_\_\_\_\_  
(Type or Print Name)

\_\_\_\_\_  
(Type or Print Title)

AMENDED AND RESTATED  
NON-PROFIT  
ARTICLES OF INCORPORATION

ARTICLE II  
PURPOSES

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

- (a) To manage and administer the affairs of and to maintain COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM ASSOCIATION, 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 Corporation;
- (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, for any 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 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 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 Act of 1978, as amended; and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE V  
EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VI  
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) Each Co-owner of a Unit in the Condominium shall be a member of the Corporation, and no other person or entity shall be entitled to membership;
- (b) Membership in the Corporation shall be established by acquisition of fee simple title or the interest of a land contract vendee as per MCL 559.106(1) to a Unit in the Condominium and by recording with the Register of Deeds of Wayne 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 the new Co-owner thereby becoming a member of the Corporation, and the membership of the prior Co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this Corporation.

**ARTICLE VII**

A volunteer Officer or Director of the Corporation shall not be personally liable to the Corporation or its members for monetary damages for a breach of fiduciary duty as an Officer or Director, except for liability:

- (a) for any breach of an Officer's or Director's duty of loyalty to the Corporation or its members;
- (b) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law;
- (c) resulting from a violation of MCLA 450.2551(1);
- (d) for any transaction from which the Officer or Director derived an improper personal benefit;

(e) an act or omission occurring before the effective date if the provision grants limited liability.

(f) for any act or omission that is grossly negligent.

The Corporation assumes liability for all acts or omissions of volunteer Officers and Directors occurring on or after the date of these Restated Articles of Incorporation if all of the following are met:

(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 willful and wanton misconduct.

(iv) The volunteer's conduct was not an intentional tort.

(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.

If the Michigan Nonprofit Corporation Act is amended to authorize corporate action further eliminating or limiting the personal liability of Officers or Directors, then the liability of the Officers and Directors of the Corporation shall be eliminated or limited to the fullest extent permitted by the Act, as so amended.

Any repeal, modification or adoption of any provision in these Articles of Incorporation inconsistent with this Article shall not adversely affect any right or protection of the Officers and Directors of the Corporation existing at the time of such repeal, modification or adoption.

Case D

Liber-29737 Page-3396.0  
97326335LS 12/11/1997 03:58PM  
\$34.00 DEED

RECORDED  
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MI

Receipt #39011

14.00 REINUMENTATION

FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

COUNTRY ACRES OF PLYMOUTH SUBDIVISION NO. 1

THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this "First Amendment") is made this 22nd day of May, 1997, by PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation, the address of which is 315 South Woodward Avenue, Suite 110, Royal Oak, Michigan 48067 ("Developer").

R E C I T A L S:

A. In connection with the development of certain real property located in the Township of Plymouth, County of Wayne, State of Michigan, as a residential subdivision known as Country Acres Of Plymouth Subdivision No. 1, Developer recorded a certain Declaration Of Covenants, Conditions And Restrictions in Liber 29549, Pages 412 through 431, inclusive, Wayne County Records (the "Declaration"). Capitalized terms that are not otherwise defined in this First Amendment shall have the meanings given to such terms in the Declaration.

B. Pursuant to the terms of the RUD Agreement, Developer has reserved the right (but does not have the obligation) to add recreational facilities to the Project intended for the use of all owners of single family residential lots and/or condominium units in the Project.

C. Pursuant to the authority reserved Developer under Section 8.1 of the Declaration, Developer desires to amend the Declaration for the purpose of clarifying the rights and obligations of Developer, the Community Center Association (as hereinafter defined), and the Community Center Members (as hereinafter defined), in the event Developer elects to add recreational facilities to the Project as provided for herein.

D. If such recreational facilities are hereafter included in the Project, Developer shall form the Community Center Association as a non-profit corporation consisting of all owners of single family residential lots and/or condominium units within the Project. The Community Center Association shall have specific rights and obligations with respect to such recreational facilities, including the maintenance of such facilities and the ability to assess the Community Center Members for payment of such costs, and as otherwise provided for herein.

E. The purposes of the Community Center Association and the rights and obligations of the Community Center Members are to be set forth in each declaration of covenants, conditions and restrictions recorded by Developer with respect to a single family residential subdivision platted within the Project, as well as each master deed recorded by Developer with respect to a condominium project within the Project.

211014H

R RST 34 HR 10 PG UMT



NOW, THEREFORE, Developer hereby declares that the Declaration is amended as follows:

1. DEFINITIONS. Article 1 of the Declaration is hereby amended by the addition of the following definitions:

Section 1.19 "Community Center" shall mean the community center area(s) which Developer has reserved the right (but not the obligation) to include within the Project, including any recreational facilities constructed by Developer within such community center area(s), such as pools, tennis courts and related facilities, if any. The location of the Community Center, if any, shall be designated by Developer by further amendment to the Declaration.

Section 1.20 "Community Center Association" shall mean Country Club Village Of Plymouth Community Center Association, a Michigan non-profit corporation which may be formed by Developer for the purposes described herein, and its successors and assigns.

Section 1.21 "Community Center Member" shall mean a member of the Country Club Village Of Plymouth Community Center Association.

Section 1.22 "Project Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, any lot or condominium unit located within the Project, whether one or more persons or entities, including, without limitation, the Owner of a Lot within the Subdivision. The term Project Owner shall not include any mortgagee or any other person or entity having an interest in a lot or condominium unit within the Project merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such lot or condominium unit by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a lot or condominium unit located within the Project, or in the event any lot or condominium unit is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Project Owner.

2. COMMUNITY CENTER ASSOCIATION. The Declaration is hereby amended by the addition of the following Article 3A:

ARTICLE 3A  
COMMUNITY CENTER ASSOCIATION

Section 3A.1 Creation And Purposes. In the event Developer elects to designate a Community Center within the Project, Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as Country Club Village of Plymouth Community Center Association or such other name as may be designated by Developer. The Community Center Association and the Community Center Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Community Center Association.

The sole purpose of the Community Center Association shall be to maintain the Community Center for the common use of all residents and Project Owners, to arrange for the provision of services and facilities to the Community Center and, in general, to maintain and promote the desired character of the Community Center.

Section 3A.2 Membership. Developer and every Owner shall be a member of the Community Center Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to a Lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase a Lot. All membership rights and obligations shall be deemed a part

of and may not be separated from, the ownership of any Lot. In addition, every other Project Owner shall also be a member of the Community Center Association. Accordingly, each declaration of covenants, conditions and restrictions that is recorded with respect to a single family residential subdivision platted within the Project and each master deed that is recorded with respect to a condominium project within the Project shall contain identical provisions as those contained in this Declaration pertaining to membership in, and the administration of, the Community Center Association.

Section 3A.3 Voting Rights. The Community Center Association shall have two (2) classes of voting members, which are as follows:

A. Class A Votes. Class A Community Center Members shall consist of all Project Owners (which includes all Owners) other than Developer. Each Class A Community Center Member shall be entitled to one vote on each matter submitted to a vote of the Community Center Members for each lot or condominium unit within the Project owned by the Class A Community Center Member. Where title to a lot or condominium unit within the Project is held by more than one person or entity, all such persons or entities shall be Community Center Members and jointly shall be entitled to only one vote per lot or condominium unit. Where a lot or condominium unit has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said lot or condominium unit. Multiple Project Owners (including co-purchasers under a land contract) may exercise said one vote per lot or condominium unit as they may mutually agree, and such co-owners or co-purchasers shall notify the Community Center Association in writing of the person entitled to exercise such vote. In the event any multiple Project Owners fail to provide such notice to the Community Center Association within thirty (30) days prior to the date set for a meeting, the Project Owner whose name first appears on record title shall be deemed to be the Community Center Member authorized to vote on behalf of all the multiple Project Owners and any vote cast in person or by proxy by said Project Owner, or the failure of said Project Owner to vote, shall be binding upon all such multiple Project Owners.

B. Class B Votes. Developer shall be a Class B Community Center Member. In order to assure the orderly development and maintenance of the Community Center, the Class B Community Center Member shall be entitled to three (3) votes for each lot and/or condominium unit owned by Developer within the Project as shown on the RUD Plan, whether or not final plats or master deeds for all phases of the Project have been recorded. Class B membership shall terminate as to any lots or condominium units owned by Developer at the time any such lot or condominium unit is sold and conveyed to a Project Owner other than Developer, which Project Owner shall thereafter be a Class A Community Center Member.

Section 3A.4 Articles And By-Laws. The Community Center Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of the Declaration, as hereby amended, and the RUD Agreement. In the event there exists any conflict between the provisions contained within the Community Center Association's Articles of Incorporation and By-Laws, the provisions contained within this Declaration, and the provisions contained within the RUD Agreement, the provisions of the RUD Agreement shall control, followed in priority by the provisions of the Declaration, as hereby amended, and then the Articles of Incorporation and By-Laws.

Section 3A.5 Directors. The right to manage the affairs of the Community Center Association shall be exclusively vested in the Community Center Association Board of Directors. Developer or its designated representative shall be the sole Director until such time as one hundred (100%) percent of the lots and condominium units within the Project have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Community Center Members of the Community Center Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Community Center Association.

3. COMMUNITY CENTER. The Declaration is hereby amended by the addition of the following  
Article 4A:

ARTICLE 4A  
COMMUNITY CENTER

Section 4A.1 Right Of Community Center Members To Use Community Center. In the event Developer elects to designate a Community Center within the Project, each Community Center Member of the Community Center Association shall have the right and non-exclusive easement to use the Community Center for the purposes provided herein. The Community Center Members' easement rights shall exist regardless of whether the Community Center is included in a particular final plat or master deed, and each Community Center Member's easement and right to use the Community Center shall be deemed a part of, and shall pass with title to, every lot and condominium unit, regardless of whether such easement is specifically referenced in the deed conveying such lot or condominium unit.

In addition, the Community Center shall be used subject to the following general provisions:

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

B. The Community Center Association shall have the right to suspend the voting rights of any Community Center Member and the right of any Community Center Member (including such Community Center Member's immediate family members) to use the Community Center, for: (i) any period for during which any assessment against such Community Center Member's lot or condominium unit, as the case may be, is delinquent; and (ii) a period not in excess of thirty (30) days for any infraction of any rules or regulations promulgated by the Board of Directors.

C. The Community Center Association shall have the right to charge reasonable admission and other fees for the use of the Community Center.

Section 4A.2 Restrictions Regarding Community Center. The Community Center and all improvements and facilities located thereon may be used for passive and active sports, for recreational, social, civic and cultural activities, and for the common use and enjoyment of the Community Association Members.

Section 4A.3 Maintenance And Insurance Of Community Center. The Community Center Association shall be responsible for the maintenance, repair, replacement and operation of the Community Center, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Community Center and the provisions of the Declaration, as hereby amended. The Community Center Association shall at all times keep in full force and effect, with respect to the Community Center, comprehensive public liability and property damage insurance with limits as deemed appropriate by the Board of Directors.

Section 4A.4 Title To Community Center. At such time as the Community Center Association has been formed and organized, Developer may, in its sole discretion, convey title to the Community Center to the Community Center Association. In any event, Developer shall convey title to the Community Center to the Community Center Association not later than the date on which Developer conveys to a Project Owner the last lot or condominium unit in the Project in which Developer holds a fee title interest. The Community Center Association shall thereafter hold title to the Community Center for the benefit of the Project Owners. The foregoing conveyance shall be subject to the Project Owners' easement of enjoyment and any easements reserved, dedicated or granted by Developer.

Section 4A.5 Community Center Easements. Developer and the Community Center Association, and their agents and representatives, shall have a perpetual easement for reasonable access to the Community Center, at all reasonable times, for purposes of maintenance, repair, replacement, operation and improvement thereof.

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

Section 4A.6 Action By The Township. In the event the Community Center Association fails at any time to maintain or repair the Community Center in reasonable order and condition, the Township may so advise the Community Center Association and the Community Center Members by serving a written notice by First Class Mail upon the Resident Agent, or the last known address of the same, as registered with the State of Michigan. Such notice shall describe the deficiencies in reasonable detail and establish a time period in which the deficiencies shall be cured, which period shall not be less than thirty (30) days from the date of mailing of such notice. If such deficiencies are not cured within such period or, if such deficiencies are of such a nature that they cannot be cured within such period and a good faith effort to commence their cure is not made, the Township shall have the right, but not the duty, to enter upon the Community Center to eliminate any nuisance or other condition dangerous to public health, safety or welfare. The Township may assess the cost of such maintenance against the Community Center Association, and if not paid, against its Community Center Members equally in the same manner as taxes shall be assessed, and such assessment, if not paid, shall become a lien on the lots and condominium units in the Project.

4. COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES. The Declaration is hereby amended by the addition of the following Article 5A:

ARTICLE 5A

COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES FOR COMMUNITY CENTER

Section 5A.1 Creation Of The Lien And Personal Obligation For Assessments. In the event Developer elects to designate a Community Center within the Project, then in addition to any and all assessments levied by the Association, each Project Owner other than Developer, by accepting title to a lot and/or condominium unit, or, by entering into a land contract for the purchase of a lot or condominium unit, shall be deemed to covenant and agree to pay to the Community Center Association, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Project Owner's instrument of conveyance or land contract:

A. annual assessments to meet regular Community Center Association expenses; and

B. special assessments for capital improvements, to be established and collected as set forth below; and

C. all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Community Center Association with respect to the Community Center.

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

Section 5A.2 Purpose Of Annual Assessments. The annual assessments levied under this Article 5A shall be used by the Community Center Association for the purpose of: (i) maintaining, repairing, replacing and operating the Community Center; and (ii) discharging any taxes, insurance premiums and mortgage installments relating to the Community Center.

Section 5A.3 Annual Assessments. Commencing in the year the Community Center Association is formed, and for each fiscal year of the Community Center Association thereafter, annual assessments shall be levied and paid in the following manner:

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

B. For the first year in which the Community Center Association is formed, the annual assessment per lot or condominium unit shall be determined by Developer in its sole discretion. Within thirty (30) days following the beginning of each fiscal year of the Community Center Association thereafter, the Board of Directors shall send a written notice of assessment to each Project Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A Votes and Class B Votes, cast in person or by proxy at a meeting of the Community Center Association called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 5A.4 below. Each Project Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Community Center Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

C. Any Project Owner who acquires a lot or condominium unit from Developer or from a person or entity exempt from the payment of assessments under Section 5A.7(B) below, shall pay to the Community Center Association, on the date said lot or condominium unit is conveyed to the Project Owner, an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Project Owner shall be liable for any and all assessments levied in accordance with this Article 5A.

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

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

Section 5A.4 Special Assessments For Capital Improvements. In addition to the annual assessments authorized by Section 5A.3 above, the Community Center Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements or facilities on the Community Center, including any fixtures, equipment, and other personal property relating thereto; provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A Votes and Class B Votes, cast in person or by proxy at a meeting of the Community Center Association duly called for such purpose. Written notice of such meeting shall be sent to each Project Owner at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Community Center Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Community Center Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5A.4 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

Section 5A.5 Uniform Assessment Rate. All annual, special and deficiency assessments of the Community Center Association shall be fixed and established at the same rate for all lots and condominium units within the Project and shall be calculated based upon the total number of lots and condominium units within the Project as shown on the RUD Plan, whether or not final plats or master deeds for all phases of the Project have been recorded.

Section 5A.6 Certificate With Respect To Assessments. Upon the written request of any Project Owner, the Community Center Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Project Owner's lot or condominium unit. Any such certificate, when properly issued by the Community Center Association, shall be conclusive and binding with regard to the status of the assessment as between the Community Center Association and any bona fide purchaser of said lot or condominium unit described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

Section 5A.7 Exemptions From Assessments.

A. All lots and condominium units owned by Developer shall be exempt from all annual, special and deficiency assessments. Upon conveyance of any lot or condominium unit by Developer to a Project Owner, the exemption for each such lot or condominium unit shall thereupon cease and such lot or condominium unit shall then be liable for the prorated balance of that fiscal year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any lots and condominium units owned by Developer shall not be exempt from assessments by the Township for real property taxes and other charges.

B. Builders, developers and real estate companies who own or hold any lot(s) or condominium unit(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any annual, special or deficiency assessments imposed by the terms of this Article 5A; provided, however, that any exemption established by this Section 5A.7(B) shall cease and terminate as to any lot or condominium unit in the event construction is not commenced within two (2) years from the date the lot or condominium unit is acquired by such builder, developer or real estate company.

Section 5A.8 Subordination Of Liens To Mortgages. The lien for assessments provided for in this Article 5A shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a lot or condominium unit, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any lot or condominium unit in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges, which became due prior to such sale or transfer, but in no such event shall the prior Project Owner of said lot or condominium unit be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any lot or condominium unit from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such lot or condominium unit from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

Section 5A.9 Collection Of Assessment And Creation Of Lien. If any assessment is not paid within thirty (30) days from the date payment is due, the Community Center Association may sue the Project Owner and obtain a personal judgment against said Project Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

5. GENERAL PROVISIONS. The Declaration is hereby amended by the addition of the following Article 8A:


ARTICLE 8A  
GENERAL PROVISIONS

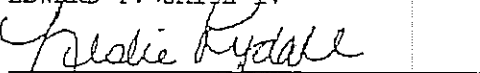
Section 8A.1 Amendment. Notwithstanding anything to the contrary contained in Article 8 of the Declaration, the provisions of Articles 3A, 4A, 5A and this 8A shall not be amended unless each and every subdivision and condominium project located within the Project properly adopts the same amendment(s) to their respective declarations of covenants, conditions and restrictions and/or master deeds.

6. RATIFICATION. To the extent not modified by this First Amendment, the terms and provisions of the Declaration shall continue in full force and effect and are hereby ratified.


THIS FIRST AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS was executed as of the date and year first set forth above.

WITNESSES:

  
EDWARD F. SMITH IV

  
LESLIE RYDAHL

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

  
By: Peter J. Keane

Its: Director Of Finance

# Country Club Village Condominiums Purchaser Information Sheet

## UTILITIES:

Detroit Edison: -----800-477-4747- Meter # DE 3832157  
Consumers Energy: -----800-477-5050  
Water Dept. : -----734-453-8131

## TRASH REMOVAL:

Waste Dept.: -----734-454-0530

## PHONE SERVICE:

Ameritech Phone Co.: -----800-244-4444

## CABLE SERVICE:

Ameritech Cable Co. -----800-848-2278  
Media One Cable Co. -----734-459-7300

## SECRETARY OF STATE:

Canton -----734-453-8211  
Livonia -----248-476-4538

## NEWSPAPER:

Plymouth: The Observer -----734-591-2300  
Plymouth Crier -----734-453-6900  
Northville: Northville Record -----248-349-1700

## POLICE/EMERGENCY:

Plymouth Police Dept -----734-453-8600  
Wayne County Sheriff -----313-224-2222  
Oakland County Sheriff -----248-858-5000  
MI State Police -----248-857-7890

## ADDT'L INFORMATION:

- Please notify post office after your closing, so they can activate delivery.
- Trash pick-up is Wednesday. The Water Dept. should forward your name to disposal company, however contact Chris at the above number if you have any problems.
- Remember to update your driver license and voter registration card!
- The homeowner is responsible for all transfers of utilities.





Lot #19

PULTE PROTECTION PLAN  
TEN YEAR INSURED LIMITED WARRANTY

CERTIFICATE OF COVERAGE

The home shown below is covered under the Pulte Protection Plan Insured Limited Warranty as contained in the warranty book which contains all the terms, conditions and limitations of the Limited Warranty.

Property Covered: 11318 Pinehurst  
Plymouth, Mi 48170

Warranty Enrollment #: 00-62-0790-0019-00

Commencement of Coverage: August 24, 2001

Commencement of coverage is the date on which closing or settlement occurs in connection with the initial sale of the home. For common elements, please refer to the details in the attached Limited Warranty.

Maximum Amount of Liability: \$369,215

Maximum amount of liability is the selling price of the home at original closing.

Plan Issuer: Pulte Homes of Michigan ("Pulte")  
26622 Woodward #110  
Royal Oak, Mi 48067

Plan Insurer: Steadfast Insurance Company  
A member of the Zurich-American Insurance Group ("Insurer")  
Administrative Offices:  
1400 American Lane  
Schaumburg, IL 60196-1056 (800) 382-2150

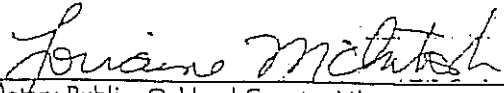
Plan Administrator: Professional Warranty Service Corporation ("Administrator")  
P.O. Box 800  
Annandale, VA 22003-0800  
(888) 547-8583

FHA/VA Case #: \_\_\_\_\_ (if applicable)

This Limited Warranty automatically transfers to subsequent owners of the home described above and is non-cancelable by Pulte or the Insurer.

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 22nd day of May, 1997, by Peter J. Keane, the Director Of Finance of Pulte Homes Of Michigan Corporation, a Michigan corporation, on behalf of the corporation.



Notary Public, Oakland County, MI

My Commission Expires: 12-15-99

Lorraine McIntosh LORRAINE MCINTOSH

Notary Public, Oakland County, MI

My Commission Expires Dec. 15, 1999

DRAFTED BY AND WHEN  
RECORDED RETURN TO:

NANCY S. HARRISON, ESQ.  
Seyburn, Kahn, Ginn, Bess,  
Deitch And Serlin, P.C.  
2000 Town Center  
Suite 1500  
Southfield, Michigan 48075-1195

EXHIBIT "A"

LEGAL DESCRIPTION OF THE PROPERTY

LAND IN THE TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

"COUNTRY ACRES OF PLYMOUTH NO. 1", A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 31, T-1-S., R-8-E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE N. 88°21'31" E., 2040.37 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 (JOY ROAD) TO THE SOUTHWEST CORNER OF "FORSHEE SUBDIVISION" AS RECORDED IN LIBER 88, PAGE 94 OF PLATS, WAYNE COUNTY RECORDS; THENCE N. 00°01'30" E., 58.09 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING, SAID POINT BEING IN ANN ARBOR ROAD; THENCE CONTINUING N. 00°01'30" E., 65.22 FEET; THENCE N. 23°04'50" W., 342.43 FEET; THENCE N. 13°28'38" E., 1480.60 FEET; THENCE N. 03°12'01" W., 764.13 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 31; THENCE S. 89°50'09" W., 156.60 FEET ALONG SAID LINE; THENCE N. 00°46'47" E., 603.76 FEET; THENCE DUE EAST 768.62 FEET; THENCE N. 01°10'13" E., 222.32 FEET; THENCE N. 69°12'00" E., 157.12 FEET; THENCE N. 02°34'35" E., 240.43 FEET; THENCE ALONG A CURVE TO THE RIGHT 56.46 FEET, SAID CURVE HAVING A RADIUS OF 695.00 FEET, CENTRAL ANGLE OF 04°39'15" AND A LONG CHORD BEARING OF S. 85°05'49" E., 56.44 FEET; THENCE N. 00°46'47" E., 323.16 FEET; THENCE S. 89°13'13" E., 218.39 FEET; THENCE S. 86°32'14" E., 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 60.89 FEET, SAID CURVE HAVING A RADIUS OF 1530.00 FEET, CENTRAL ANGLE OF 02°16'49" AND A LONG CHORD BEARING OF S. 04°36'09" W., 60.89 FEET; THENCE S. 84°15'22" E., 216.55 FEET; THENCE S. 00°46'40" W., 23.06 FEET; THENCE S. 89°56'20" E., 222.96 FEET; THENCE N. 00°03'40" E., 9.87 FEET; THENCE S. 89°56'20" E., 294.40 FEET TO THE NORTHWEST CORNER OF "PINE RIDGE ESTATES SUBDIVISION" AS RECORDED IN LIBER 104, PAGES 44 THROUGH 47 OF PLATS, WAYNE COUNTY RECORDS; THE FOLLOWING TWO COURSES BEING ALONG THE WEST AND SOUTH LINES OF SAID SUBDIVISION: (1) S. 00°29'14" W., 1325.39 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 31, AND (2) N. 89°33'24" E., 291.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION AND FOLLOWING THE EAST-WEST 1/4 LINE; THENCE S. 00°43'47" E., 965.00 FEET; THENCE N. 87°38'46" W., 675.63 FEET; THENCE S. 01°50'14" E., 162.36 FEET TO INTERMEDIATE TRAVERSE POINT "A"; THENCE CONTINUING ALONG SAID LINE S. 01°50'14" E., 46.00 FEET, MORE OR LESS, TO A POINT ON THE WATER'S EDGE OF AN UNNAMED POND; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 565 FEET; THENCE S. 01°50'14" E., 46 FEET, MORE OR LESS, TO INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE, BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 76°00'00" W., 273.00 FEET; THENCE S. 07°00'00" E., 104.75 FEET; THENCE S. 77°00'00" E., 266.33 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B"; THENCE S. 01°16'22" W., 571.10 FEET TO A POINT IN ANN ARBOR ROAD, SAID POINT BEING ON THE NORTHERLY LINE OF SAID "FORSHEE SUBDIVISION"; THENCE S. 66°55'10" W., 1777.20 FEET ALONG THE NORTHERLY LINE OF SAID "FORSHEE SUBDIVISION" AND FOLLOWING ANN ARBOR ROAD TO THE POINT OF BEGINNING AND CONTAINING 140.9 ACRES, MORE OR LESS, INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE, COMPRISING OF 118 LOTS NUMBERED 1 THROUGH 118, INCLUSIVE, AND THREE PRIVATE OPEN SPACES.

78-045-99-0006-000 cml

78-048-99-0001-000 cml

78-048-99-0005-700

78-047-99-0002-001 cml

**PURCHASER INFORMATION BOOKLET**

**COUNTRY CLUB VILLAGE OF  
PLYMOUTH CONDOMINIUM**

PLYMOUTH, MICHIGAN

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Country Club Village of Plymouth Condominium Developed By:

**Pulte Homes of Michigan Corporation  
26622 Woodward Avenue, Suite 110  
Royal Oak, Michigan 48067**

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

NOTICE TO PURCHASERS

Re: Private Roads and Drives

The roads and drives in the Condominium are private, being general common elements of the Condominium and, therefore, will be maintained by the Condominium Association and not by the Board of County Road Commissioners or any other governmental agency.

NOTICE TO PURCHASERS AND MORTGAGEES

Re: Amendments to Master Deed

This is to notify you that the initial Master Deed establishing Country Club Village of Plymouth Condominium permits Developer to amend the Master Deed in connection with the conversion of the Condominium. Such amendments may be made by the Developer in the manner provided in the Master Deed without the consent of co-owners or mortgagees.

DEVELOPER:

PULTE HOMES OF MICHIGAN CORPORATION

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

RESERVATION AGREEMENT

The persons signing below ("Purchaser") reserve the right to purchase a Unit in Country Club Village of Plymouth Condominium, according to the following terms and conditions.

1. Pulte Homes of Michigan Corporation, a Michigan corporation ("Developer") agrees to reserve Unit No. \_\_\_\_\_ as shown on Developer's proposed site plan.

2. In consideration of such reservation, Purchaser agrees to deposit the sum of \$ \_\_\_\_\_ ("Deposit") to be held in escrow by Metropolitan Title Company, as agent for Security Union Title Insurance Company pursuant to an Escrow Agreement with Developer. Purchaser acknowledges receipt of the Escrow Agreement, and the terms thereof are incorporated herein by this reference.

3. If this Reservation Agreement has not been canceled as provided below, Purchaser agrees to sign a binding Purchase Agreement within ten (10) days after Developer notifies Purchaser that the Master Deed has been recorded. The terms of the Purchase Agreement, including the price of the Unit, shall be in the sole discretion of Developer. The Deposit shall be applied against any deposits due under the Purchase Agreement.

4. Purchaser may withdraw from this Reservation without further obligation at any time prior to signing a binding Purchase Agreement. Developer may cancel this Reservation Agreement at any time for any of the following reasons: (a) Developer decides not to build the improvements for or sell Purchaser's Unit, (b) Purchaser fails to sign a Purchase Agreement or provide personal or financial information within five (5) days of being asked to do so by Developer or (c) Developer decides in its sole discretion that it is unlikely that Purchaser will be financially capable of purchasing the Unit.

5. If Purchaser decides to withdraw from this Reservation Agreement, or if Developer cancels this Reservation Agreement, then the Deposit shall be refunded to Purchaser in full within three (3) business days after Escrow Agent, Purchaser and Developer have received written notice of such withdrawal or cancellation.

6. This Reservation Agreement is not a Purchase Agreement. No lien of any kind is acquired by Purchaser either upon the Unit or upon any part of Country Club Village of Plymouth Condominium. Purchaser may not assign its interest in this Agreement without the prior written consent of Developer, which shall be granted or withheld in Developer's sole discretion. The location, size or design of any Unit, including Purchaser's Unit, may be changed in Developer's discretion. The liability of Developer under this Reservation Agreement is at all times limited to the return of the Deposit without interest.

7. All notices given pursuant to this Reservation Agreement shall be in writing and shall be hand-delivered or mailed by first class mail or by registered or certified mail.

DEVELOPER:

PURCHASER:

PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation

By:

By: \_\_\_\_\_

Its: Authorized Agent

Developer's Address:

26622 Woodward Avenue, Suite 110  
Royal Oak, Michigan 48067

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Address:  
\_\_\_\_\_  
City, State Zip

Home Phone Number  
\_\_\_\_\_

Work Phone Number  
\_\_\_\_\_

\* Please print or type name of person signing

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

ESCROW AGREEMENT

THIS AGREEMENT is made as of the \_\_\_\_ day of September, 1999, between Pulse Homes of Michigan Corporation, a Michigan corporation ("Developer"), and Security Union Title Insurance Company, a California corporation, by its agent, Metropolitan Title Company ("Escrow Agent")

WHEREAS, Developer has established Country Club Village of Plymouth Condominium as a residential condominium in Michigan; and

WHEREAS, Developer is selling Units in Country Club Village of Plymouth Condominium and is entering into Purchase Agreements and/or Reservation Agreements in substantially the form attached hereto which provide for the sales of units and require that deposits be held in an escrow account with Escrow Agent; and

WHEREAS, the parties hereto desire to enter into this Escrow Agreement to establish an escrow account for the benefit of Developer and for the benefit of such Purchasers; and

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

NOW, THEREFORE, it is agreed as follows:

1. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited for escrow under a Purchase Agreement or Reservation Agreement, together with a fully executed copy of such Agreement. If a Purchaser who has deposited funds under a Reservation Agreement subsequently signs a Purchase Agreement, such funds shall be treated as a Deposit under the Purchase Agreement. If a Purchaser in a Reservation Agreement withdraws from such Agreement prior to signing a Purchase Agreement then the Deposit under the Reservation Agreement shall promptly be refunded to such Purchaser.

2. 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. The escrowed funds shall be released to Purchaser upon the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser diligently pursues a mortgage application but fails to obtain such mortgage 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 the Agreement becomes binding under paragraph 6 thereof, or withdraws from the Agreement pursuant to Paragraph 5 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.

B. After a Purchase Agreement has become binding upon the Purchaser, then in the event that Purchaser 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 sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. 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 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 labeled "must be built" and referred to above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided below. Determination of amount necessary to finance substantial completion shall be determined by the certificate of a licensed professional architect or engineer. For purposes of applying the above provisions, the phase of the Condominium 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 corridors, 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 hereinafter. Improvements of the type described in subparagraph (ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer as described hereinafter.

D. Upon furnishing Escrow Agent a certificate from a licensed architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a 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 items, provided, however, that if the amounts remaining in escrow after any such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon such Purchaser's withdrawal from a Purchase Agreement shall be paid to Developer. Any interest paid to Developer shall not be credited to Purchaser for any reason.

F. If Developer requests that all or any portion of the escrowed funds held hereunder be delivered to it prior to the time it otherwise becomes entitled to receive such funds, Escrow Agent may release such funds to Developer if Developer has placed with Escrow Agent security in form and substance satisfactory to Escrow Agent securing full repayment of said sums, as may be permitted by law.

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



(i) Escrow Agent shall upon request give all notices required by the Act.

(ii) If Developer, the Condominium Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in 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 §103(b)(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) Except as provided above, Escrow Agent shall be under no obligation 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 Michigan naming Developer, the Condominium Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under §103(b)(7) of the Act with the clerk of such court in full discharge of its responsibilities under this Agreement; or

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

3. 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 or Reservation Agreement either to a Purchaser thereunder or to a Developer. Whenever Escrow Agent is required hereunder to receive the certification of a licensed professional architect or engineer, Escrow Agent may rely entirely upon any such certificate. All estimates and determinations of the cost to substantially complete any incomplete items for which escrowed funds are being held hereunder shall be made only by a licensed professional engineer or architect, and the determinations of all amounts to be retained in escrow for the completion of any such items shall be based entirely upon such determinations, estimates as are furnished by such engineer or architect. Escrow Agent shall have no duty whatsoever at any time to inspect the Condominium or make any cost estimates or determinations, and Escrow Agent shall rely entirely upon such certificates, determinations and estimates as are provided for herein for retaining and releasing escrowed funds.

4. Upon release of the funds deposited with Escrow Agent pursuant to any Purchase Agreement or Reservation Agreement and this Escrow Agreement, Escrow Agent shall be released from any further liability, it being expressly understood that Escrow Agent's liability is limited by the terms and provisions set forth in this Escrow Agreement, and that by acceptance of any escrow deposit, Escrow Agent acts in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit. Escrow Agent is not responsible for the failure of any bank used by it as a depository for funds received by it under this Escrow Agreement. Escrow Agent is not a guarantor of performance by Developer under Condominium Documents or any Purchase Agreement or Reservation Agreement. Escrow Agent undertakes no responsibilities whatsoever with respect to the nature, extent or quality of Developer's actions or performance of Developer's obligations. As long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination provided for herein, Escrow Agent shall have no liability whatsoever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by Escrow Agent in reliance thereon. Escrow Agent's liability shall in all events be limited to return, to the party or parties entitled thereto, of the funds deposited in escrow less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

5. 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 receipt requested, addressed to the recipient party at the address shown below such party's signature in this Agreement or upon the applicable Purchase Agreement or Reservation Agreement. For purposes of calculating time periods under the provisions of this Agreement, notices shall be deemed effective upon mailing or personal delivery, whichever is applicable.

DEVELOPER:  
  
FULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation

ESCROW AGENT:  
  
SECURITY UNION TITLE INSURANCE COMPANY, a California corporation, by its agent, Metropolitan Title Company

By: \_\_\_\_\_  
  
Its: Authorized Agent  
26672 Woodward Avenue, Suite 110  
Royal Oak, Michigan 48067

By: \_\_\_\_\_  
  
Its: 1400 North Woodward Avenue, Suite 270  
Bloomfield Hills, Michigan 48034

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUMS  
Budget

INCOME		
Association Fee	(134 units @ \$145 per month)	\$233,160
Community Center	(134 units @ \$100 per year)	<u>13,400</u>
		<u>\$246,560</u>
TOTAL INCOME		
EXPENSE		
Maintenance Expenses		\$51,300
Grounds/Lawn Maintenance		15,000
Landscape Extras (Flowers/Shrubs/Fertilization)		6,200
Lawn Fertilization (4 Applications)		5,500
Sprinkler System Maintenance		42,000
Snow Removal & Extras		1,250
Electrical Maintenance		1,000
Miscellaneous Maintenance		<u>122,250</u>
Sub-total		
Utilities & Operating Expenses		\$9,750
Electric (Post Lanterns & Sprinkler Pumps)		7,650
Rubbish Removal		2,500
Extermination		8,400
Water (Sprinklers)		<u>28,300</u>
Sub-total		
Insurance & Taxes		\$31,000
Property & Liability Insurance		700
Workers Compensation		<u>31,700</u>
Sub-total		
Administrative Expenses		\$20,100
Management Services		1,600
Postage & Printing		2,500
Accounting Fee		1,500
Legal Fees		1,100
Miscellaneous		<u>26,800</u>
Sub-total		
Community Center		\$13,400
Community Center Maintenance		<u>13,400</u>
Sub-total		
Reserves		\$24,110
Replacement Reserves		<u>24,110</u>
Sub-total		
TOTAL EXPENDITURES		<u>\$246,560</u>

# COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

PLYMOUTH, MICHIGAN

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Dear Purchaser:

Welcome to Country Club Village of Plymouth Condominium. This booklet includes the documents required by Michigan law for the formation of a condominium. It will serve as a reference point for any questions you may have concerning the operation, maintenance and legal status of your condominium unit. It contains an Information Statement about section 84a of the Condominium Act, Disclosure Statement, Master Deed, Condominium Bylaws, Articles of Incorporation and Escrow Agreement.

Sincerely,

**PULTE HOMES OF MICHIGAN CORPORATION**

## PURCHASER INFORMATION BOOKLET

FOR

## COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

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\* NOTE: Documents are separated by colored sheets; page numbers are internal to each document, not consecutive throughout the booklet.

# COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

## INFORMATION STATEMENT

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

Section 84a of the Act provides in part:

- (1) The developer shall provide copies of all of the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:
  - (a) The recorded master deed.
  - (b) A copy of a purchase agreement that conforms with section 84 (of the Act), and that is in a form in which the purchaser may sign the agreement, together with a copy of the escrow agreement.
  - (c) A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145 (of the Act).
  - (d) A disclosure statement relating to the project containing all of the following:
    - (i) An explanation of the association of co-owners' possible liability pursuant to section 58 (of the Act).
    - (ii) The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, and residential builder, and residential maintenance and alteration contractor.
    - (iii) A projected budget for the first year of operation of association of co-owners.
    - (iv) An explanation of the escrow arrangement.
    - (v) Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.
    - (vi) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project prescribed in section 32 (of the Act), and an explanation of the material consequences of expanding the project.
    - (vii) If the condominium project is a contractible condominium project, an explanation of the contents of the master deed relating to the election to contract the project prescribed in section 33 (of the Act), an explanation of the material consequences of contracting the project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.
    - (viii) If section 66(2)(j) (of the Act) is applicable, an identification of all structures and improvements labeled pursuant to section 66 (of the Act) "need not be built".
    - (ix) If section 66(2)(j) (of the Act) is applicable, the extent to which financial arrangements have been provided for completion of all structures and improvements labeled pursuant to section 66 (of the Act) "must be built".

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

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

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

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

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

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

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

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

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

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

Dated: \_\_\_\_\_

PURCHASERS:

Unit No. \_\_\_\_\_

\_\_\_\_\_

\*

\_\_\_\_\_

\*

\* Print or type name of person signing

DISCLOSURE STATEMENT

**COUNTRY CLUB VILLAGE OF PLYMOUTH  
CONDOMINIUM**

Plymouth, Michigan

Developed By

**PULTE HOMES OF MICHIGAN CORPORATION**  
26622 Woodward Avenue, Suite 110  
Royal Oak, Michigan 48067

Effective Date: September 20, 1999

Country Club Village of Plymouth Condominium is a single family residential condominium comprised of one hundred thirty-four (134) units.

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED OR OTHER APPLICABLE LEGAL DOCUMENTS. PURCHASERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

PRIOR TO PURCHASING A CONDOMINIUM UNIT, PURCHASERS SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISORS.

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

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I. Size and Scope of Development.

Country Club Village of Plymouth Condominium is a one hundred thirty-four (134) unit condominium in the Township of Plymouth, Wayne County, Michigan. A more detailed description of the development will be found in the condominium plan, which is attached to the master deed.

The land, shared utility lines and most structural elements of the buildings will be general common elements to be owned, used and maintained in common by all co-owners of units. Each co-owner of a unit will own a fractional interest of the general common elements equivalent to the co-owner's percentage of value. Percentages of value are stated in the master deed. The master deed also describes certain limited common elements such as porches, decks, walks and drives. The master deed must be examined carefully to determine each co-owner's rights and obligations with respect to common elements.

II. Improvements Labeled "Must be Built" or "Need Not be Built".

The Condominium Act requires that proposed structures and improvements be labeled in the condominium subdivision plan as either "must be built" or "need not be built." Country Club Village of Plymouth Condominium subdivision plan identifies units 107 and 108, and related road and utility improvements as "must be built" and all other units and improvements as "need not be built". Developer is financing all improvements in the condominium through its own equity capital.

III. Escrow Arrangement.

Developer has entered into an escrow agreement with Metropolitan Title Company as agent for Security Union Title Insurance Company, which provides that all deposits made under purchase agreements be placed in escrow. The escrow agreement provides for the release of an escrow deposit to any purchaser who withdraws from a purchase agreement in accordance with the purchase agreement. Such a withdrawal is permitted by each purchase agreement if it takes place within nine business days after the purchaser has received all of the condominium documents, or if the purchase agreement is conditional upon obtaining a mortgage and purchaser is unable to do so, or if the condominium documents are changed in a way that materially reduces a purchaser's rights. The escrow agreement also provides that a deposit will be released to the developer if the purchaser defaults in any obligation under the purchase agreement after the purchase agreement has become binding upon the purchaser. The escrow agreement also provides that deposits will be released to the developer when the closing of the sale takes place, subject to certain provisions of the escrow agreement relating to items designated as "must be built." Units 107 and 108 are the only "must be built" units in the condominium. All other improvements in the condominium "need not be built." Each person purchasing a unit will receive a copy of the escrow agreement.

IV. Warranty.

Express warranties are not provided unless specifically stated in the purchase agreement.

LIMITED ONE (1) YEAR WARRANTY. Developer warrants the construction of purchaser's unit and the general and limited common elements appurtenant to purchaser's unit against defects in workmanship and materials for a period of one (1) year from the date of occupancy or closing, whichever first occurs, but only in accordance with, and as limited by, the "Pulte Protection Plan," which developer shall deliver to purchaser at closing. Notwithstanding the foregoing, the one (1) year warranty period on each common element, limited or general, shall begin on the date the specific common element was built, or the date of the closing of the first unit sold in the condominium, whichever date is later. DEVELOPER'S OBLIGATIONS UNDER THE PULTE PROTECTION PLAN ARE LIMITED TO REPAIR AND

REPLACEMENT. As to items not of developer's manufacture, such as any air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission, developer agrees to pass along to purchaser the manufacturer's warranty, without recourse. Developer makes no warranty on such items. THE PULTE PROTECTION PLAN IS THE ONLY WARRANTY APPLICABLE TO EACH PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.

LIMITATION OF LIABILITY. DEVELOPER'S LIABILITY WHETHER IN CONTRACT, IN TORT, UNDER ANY WARRANTY, IN NEGLIGENCE OR OTHERWISE IS LIMITED TO THE REMEDY PROVIDED IN THE PULTE PROTECTION PLAN. DEVELOPER SHALL NOT BE LIABLE OR RESPONSIBLE TO COMPENSATE OR INDEMNIFY PURCHASER FOR ANY DAMAGES, CLAIM, DEMAND, LOSS, COST, OR EXPENSE RESULTING FROM AN ALLEGED CLAIM OF BREACH OF WARRANTY WHETHER RELATING TO INJURY TO PERSONS, PROPERTY, OR OTHERWISE, OR RELATING TO THE PRESENCE OF ANY TOXIC OR HAZARDOUS WASTE, SUBSTANCE, OR CONTAMINANT IN, ON, OR UNDER THE PROPERTY, THE CONDOMINIUM OF WHICH THE PROPERTY IS A PART, OR THE REAL ESTATE ADJACENT TO OR IN CLOSE PROXIMITY WITH SUCH DEVELOPMENT. UNDER NO CIRCUMSTANCES SHALL DEVELOPER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES BASED ON CLAIMED DIMINUTION OF THE VALUE OF THE DWELLING, EVEN IF DEVELOPER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NO ACTION, REGARDLESS OF FORM, ARISING OUT OF A PURCHASE AGREEMENT MAY BE BROUGHT BY A PURCHASER MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED. EACH PURCHASER AGREES THAT ALL OF PURCHASER'S RIGHTS RELATING TO THE PURCHASE AGREEMENT AND THE PURCHASER'S UNIT MAY BE ASSERTED ONLY BY THE PURCHASER AND NOT BY ANY ASSOCIATION OR ANY CLASS REPRESENTATIVE; AND EACH PURCHASER ACKNOWLEDGES THAT DEVELOPER WOULD NOT AGREE TO SELL THE UNIT TO THE PURCHASER WITHOUT SUCH AGREEMENT BY THE PURCHASER.

#### V. Management and Budget.

The common affairs of the co-owners and all matters relating to the common elements of the condominium are managed exclusively by Country Club Village of Plymouth Condominium Association, a Michigan non-profit corporation. As each individual purchaser acquires title to a condominium unit, the purchaser will also become a member of the condominium association. The manner in which the association is run by its members, its officers and its board of directors is set forth in the master deed and in the condominium bylaws, corporate bylaws and articles of incorporation which are included with each purchaser's ownership documents. Until a board of directors is elected by the members, the condominium association will be controlled by the directors named in the association articles of incorporation, which directors were named by developer.

The association's only source of revenue to fund its budget is by the assessment of its members. Each co-owner must pay to the association an annual assessment which is determined in part by dividing the projected budget by the member's percentage of value which is stated in the master deed. The annual assessment must be paid to the association by each co-owner in 12 equal monthly assessments. In the event the association incurs expenses which are not anticipated in the budget, the association may also levy special assessments to cover such expenses. Any special assessments would be allocated to the co-owners in accordance with the percentages of value stated in the master deed. The developer does not pay association

assessments for the units it owns until they are occupied but does reimburse the association for any expenses it may incur for such units. The attached association budget is based upon developer's estimates of the expenses which will be incurred by the association. Actual expenses may vary substantially from these estimates. Developer does not represent or warrant that the budget accurately reflects the assessments which will be charged by the association.

#### VI. Restrictions Applicable to the Homeowners.

Owners of condominium units will be bound by various restrictions applying to the use of the condominium units and common elements. These restrictions are found in the master deed and in the condominium bylaws (particularly article VI of the condominium bylaws). For example, the condominium bylaws prohibit commercial activities on the premises, prohibit alterations in the exterior appearance or structure of any unit, prohibit immoral, improper, unlawful, offensive or unreasonably noisy activities on the premises, regulate the kind and number of pets which may be kept on the premises, regulate the kind of vehicles which may be parked on the premises, prohibit the use of "for sale" signs without the permission of the board of directors of the association, give access to the association to all units and common elements for the purpose of their protection and repair, prohibit landscaping upon the common elements without association approval, prohibit unsightly conditions, and permit the association board of directors to adopt further reasonable regulations concerning the use of the units and the common elements. There are also other restrictions in the master deed and condominium bylaws. None of the restrictions prohibit the developer from carrying on sales activities as long as the developer is selling units in the Condominium. There are also restrictions contained in a permit issued to Developer by the Michigan Department of Environmental Quality relating to the construction of any improvements in the areas in the condominium identified as wetlands in the condominium subdivision plan attached to the master deed.

#### VII. Experience of Certain Companies.

Developer is the licensed builder and licensed real estate broker for the condominium. Developer previously developed and sold units in the following condominium developments: Lake Village Condominium and Keatington Condominium in Lake Orion, Michigan, Country Club Village in Northville, Michigan, and Copper Creek Village Condominium and Cross Creek Village Condominium in Rochester, Michigan, and other condominium developments. Developer initially intends to manage the condominium association.

#### VIII. Insurance.

The completed units in the condominium development will be insured against fire and other casualty under a master insurance policy that names the condominium association as the insured. In the event of any casualty affecting the condominium buildings, the insurance proceeds would be paid to and administered by the condominium association in accordance with the provisions of the condominium bylaws. The insurance coverage carried by the condominium association will cover interior walls within any unit and the pipes, wires, conduits and ducts contained in the unit, and all fixtures, equipment and trim within a unit which were furnished by the developer with a unit. Any other improvements installed by purchasers or any personal property of any co-owner should be covered by insurance obtained by and at the expense of that co-owner.

#### IX. Possible Liability for Additional Assessments.

It is possible for co-owners to become obligated to pay a percentage share of assessment delinquencies incurred by other co-owners. This can happen if a delinquent co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is reallocated to all the co-owners, including the first mortgagee, in accordance with the percentages of value in the master deed. The Michigan Condominium Act

MASTER DEED

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN NO. 526

This Master Deed is made and executed as of the 23<sup>rd</sup> day of September, 1999, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 26622 Woodward Avenue, Suite 110, Royal Oak, Michigan 48067.

WITNESSETH:

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

NOW, THEREFORE, upon the recording hereof, Developer establishes COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Master Deed and the Exhibits 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, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM, Wayne County Condominium Subdivision Plan No. \_\_\_\_\_. The architectural plans and specifications for the Condominium were filed with the Township of Plymouth. The

(b) "Association" means a Michigan non-profit corporation. **COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM ASSOCIATION**, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

(c) "Bylaws" means Exhibit A hereto, which are the Bylaws required for the Condominium and also the Bylaws required for the Association.

(d) "Common Elements" means the portions of the Condominium other than the Condominium Units.

(e) "Community Center" means the Community Center located on Lots 179, 180 and 181 of Country Acres of Plymouth Subdivision No. 3 and such other areas, if any, as are designated by Developer pursuant to the Declaration. The Community Center includes, without limitation, any recreational facilities such as a pool or clubhouse constructed by Developer within such area.

(f) "Community Center Association" means Country Club Village of Plymouth Community Center Association, a Michigan non-profit corporation, of which all Co-owners shall be members, which may be formed by Developer for the purposes described in the Declaration.

(g) "Condominium" means **COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM** as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(h) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation of the Association and any rules and regulations adopted by the Association.

(i) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(j) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(k) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units.

(l) "Declaration" means the Declaration of Covenants, Conditions and Restrictions of Country Acres of Plymouth Subdivision No. 1 recorded in Liber 29548, Page 472, Wayne County Records, as amended by First Amendment to Declaration of Covenants, Conditions and Restrictions of Country Acres of Plymouth Subdivision No. 1 recorded in Liber 29737, Page

eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

#### ARTICLE IV

#### COMMON ELEMENTS

The Common Elements of the Condominium described in Exhibit B attached hereto and the respective responsibilities for maintenance, decoration, repair, replacement, restoration or renovation thereof are as follows:

(a) The General Common Elements are:

(1) The land described in Article II hereof, including any drives, parking areas, walks and landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements;

(2) The roads throughout the Condominium, so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by Wayne County or any other governmental entity;

(3) The storm water drainage system throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Unit walls up to the point of connection with outlets or fixtures within any Unit;

(4) Foundations, supporting columns, Unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and chimneys;

(5) All beneficial utility and drainage easements, if any;

(6) If any meter, appliance, or fixture services a Unit other than a Unit it is located within, then such meter, appliance or fixture shall be a General Common Element; and

(7) Such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a Unit.

(b) The Limited Common Elements are:

(1) Driveways, decks, chimneys, garages, air conditioner compressor pads, and patios designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units which such Limited Common Elements service; and

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

## ARTICLE VII

### EASEMENTS, RESTRICTIONS AND AGREEMENTS

The Condominium is subject to the following easements, restrictions and agreements:

(a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks, if any, in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of any other land adjoining the Condominium if now owned or hereafter acquired by Developer or its successors or assigns. These easements shall run with the land in perpetuity. Developer has no financial obligation to support such easements.

(b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements as may be necessary or desirable: (i) in furtherance of the coordinated maintenance and operation of the entire development and (ii) for utility, drainage, conservation, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium, the foregoing right and power may be exercised by the Association.

(c) 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, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

(d) There shall exist for the benefit of the Co-owners, the Township of Plymouth, any emergency service agency, and other governmental units, an easement over all roads in the Condominium for use by the Township of Plymouth, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services and all other lawful governmental and private emergency services to the Condominium and all Co-owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

(e) The final locations of the sanitary sewer and water main lines shall be subject to the approval of the Township of Plymouth.

(5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To establish, relocate and/or reconfigure decks including placement of such decks on adjacent Common Elements, subject only to the consent of the Co-owners having the use of such relocated and/or reconfigured decks as Limited Common Elements;

(7) To convert the Convertible Areas of the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed;

(8) To make, define or limit easements affecting the Condominium;

(9) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed and to depict thereon any decks, walks and other improvements, if any, not shown on the Plan attached hereto; and

(10) To revise the Plan, as necessary, to conform to any construction options, if offered by Developer and elected by any purchasers of Units such as, by way of example and not limitation, optional decks at the rear exterior of Units.

(d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value for Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit to others, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the Developer owns any Units in the Condominium.

(e) The provisions of the Declaration relating to the Community Center may not be amended unless the amendment is approved by a majority of Co-owners in the Condominium and also by every subdivision and condominium development located within the Overall Development.

## ARTICLE IX

### CONVERTIBLE AREAS

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

(a) The General and Limited Common Elements and all Units are designated on the Condominium Subdivision Plan as Convertible Areas within which Units and Common



amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

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

#### ARTICLE X

#### 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 Wayne County Register of Deeds.

IN WITNESS WHEREOF, Developer has caused this Master Deed to be executed the day and year first above written.

WITNESS:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

/s/ D.M. Zimmerman

D.M. Zimmerman

/s/ Peter J. Keane

By: Peter J. Keane, Vice President

/s/ Ginnie Jackson

Ginnie Jackson



# COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM

## EXHIBIT A

### BYLAWS

#### ARTICLE I

##### ASSOCIATION OF CO-OWNERS

COUNTRY CLUB VILLAGE OF PLYMOUTH CONDOMINIUM, a residential condominium located in the Township of Plymouth, Wayne County, Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, herein referred to as the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. 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 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 the Co-owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium. The Association, all Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the Condominium Documents. 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 II

##### ASSESSMENTS

The Association's levying of assessments against the Units and collection of such assessments from the Co-owners in order to pay the expenses arising from the management, administration and operation of the Association shall be governed by the following provisions:

Section 1. Taxes Assessed on Personal Property Owned or Possessed in Common. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Receipts and Expenditures Affecting Administration. Expenditures affecting administration of the Condominium shall include all costs incurred in satisfaction of

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(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. Each installment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each installment is paid in full. The Board of Directors may also adopt uniform late charges pursuant to Section 10 of Article VI of these Bylaws. Each Co-owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including the 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, if applicable, 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 and other charges for late payment on such installments; and third, to installments in default in order of their due dates. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 6. Effect of Waiver of Use or Abandonment of Unit. A Co-owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Co-owner's Unit shall not exempt the Co-owner from liability for the Co-owner's contribution toward the expenses of administration.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments 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 the Co-owner's 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. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Unit (if the Unit is not occupied by the Co-owner) and to lease the Unit and collect and apply the rental therefrom. 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 Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures 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

owns. Developer shall in no event be liable for any assessment 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 and preparing such litigation or claim or any similar or related costs.

Section 10. Unpaid Assessments Due on Unit Sale: Statement of Unpaid Assessments. Upon the sale or conveyance of a Condominium Unit, all unpaid assessments against the Condominium Unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except (a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the Unit and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium Unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the Unit and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the sale, or to pay unpaid assessments against the Unit at the closing of the Unit purchase if such a statement was requested, shall be liable for any unpaid assessments against the Unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

Section 11. 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 12. Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

### ARTICLE III

#### JUDICIAL ACTIONS AND CLAIMS

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

and all other expenses expected to be incurred in the civil action.

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

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article III.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 5. Co-Owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of seventy-five (75%) percent in number and in value of the Co-owners. The determination of such voting power shall be made based on the entire membership of the corporation, *i.e.*, not just the members present at the litigation evaluation meeting. The quorum required at any litigation evaluation meeting is seventy-five (75%) in number and value of all members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article III shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and

evaluation meeting.

Section 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

#### 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 such other insurance as the Board of Directors deems advisable, and all such 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. Co-owners may obtain additional insurance upon their Units, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for personal property located within a Unit or elsewhere in the Condominium and for personal liability for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to obtain property and liability insurance containing appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) Amount of Insurance on Common Elements. All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished by Developer with the Unit, or replacements of such improvements made by a Co-owner within a Unit. Any other improvements made by a Co-owner within a Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.

Section 4. Damage to Part of Unit Which a Co-owner Has the Responsibility to Repair. Each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's Unit, including, but not limited to, garage doors, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free standing or built-in. In the event damage to any of the foregoing, or to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5 of this Article. If any other interior portion of a Unit is 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 Unit in the Condominium.

Section 5. Association Responsibility for Reconstruction and Repair. The Association shall be responsible for the reconstruction and repair of the Common Elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a Unit caused by such Common Elements or the reconstruction and repair thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of 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 repayment of the costs thereof are insufficient, assessments 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. Assessments pursuant to this Article V, Section 5 may be made by the Association without a vote of the Co-owners.

Section 6. Timely Reconstruction and Repair. Subject to Section 1 of this Article V, if damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction and repair thereof shall proceed with replacement of the damaged property without delay.

Section 7. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) The provisions of Section 133 of the Condominium Act of Michigan shall apply.

(b) In the event the Condominium continues after a taking by eminent domain, the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly by the Association.



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, which increased cost may be assessed to and collected from the Co-owner in the manner provided in Article II hereof.

Section 4. Animals or Pets. Without the prior written consent of the Board of Directors, no animal or pet other than one dog not to exceed fifty pounds in weight shall be kept in the Condominium by any Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium 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 Condominium property. The term "animal or pet" as used in this Section shall not include cats, or other small animals which are constantly caged such as small birds or fish. All pets must be registered with the Board of Directors of the Association.

Section 5. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Associations. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. Automobiles may only be washed in areas approved by the Board of Directors. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6. Common Elements. Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Co-owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all General Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, recreational vehicles or vehicles other than automobiles may be parked or stored upon the Common Elements, unless parked in an area specifically designated therefor by the Board of Directors.

Section 8. Weapons. No Co-owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

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 the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent 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 15. Reserved Rights of Developer.

(a) Prior Approval by Developer. As long as Developer owns any Unit which Developer offers for sale, no buildings, fences, walls, retaining walls, decks, 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, 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 of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the entire planned Condominium are sold by Developer, 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 Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

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.

(d) Notice to Co-owner's Tenant Permitted Where Co-owner in Arrears to the Association for Assessments. 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 shall not constitute a breach of the rental agreement or lease by the tenant.

Section 17. Stormwater Management. In order to assure that stormwater drainage is properly maintained, all stormwater drainage facilities in the Condominium have been designated General Common Elements in Article IV(a)(3) of the Master Deed. Accordingly, the Association will maintain, repair and replace all stormwater drainage systems and areas in the Condominium for the benefit of all Co-owners, the cost of which will be an expense of administration of the Condominium.

Section 18. Residential Unit Development Agreement. The Condominium is subject to the terms, conditions and provisions of the RUD Agreement. The RUD Agreement provides for, among other things, (i) a non-exclusive easement for the benefit of all Co-owners and all other owners of lots or condominium units in the Overall Development for the use of all the common areas (as defined in the RUD Agreement) within the Overall Development (which includes all common areas located in the Condominium), subject to the Declaration and the rules and regulations established by the Association, the Community Center Association and any other homeowners associations established for a particular phase of the Overall Development.

Section 19. Declaration. The Condominium is subject to the terms, conditions and provisions of the Declaration. The Declaration establishes, among other things, the Community Center and the Community Center Association. Each Co-owner in the Condominium shall be a member of the Community Center Association and subject to assessments for the maintenance, in perpetuity, of the Community Center, as provided in the Declaration.

Section 20. Vehicular Access. Units 1, 42, 43, 57 through 62, inclusive, and 106 shall not have direct vehicular access to Napier Road.

## ARTICLE VII

### MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages its Unit shall notify the Association of the name and address of the mortgagee. The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium 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 5. Quorum. The presence in person or by proxy of more than thirty-five percent (35%) in value 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 such 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 6. 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 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 7. Majority. Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by an affirmative vote of more than fifty (50%) percent in value. The foregoing statement and any other provision of the Master Deed and these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Co-owners duly called and held.

## 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 Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer. The First Annual Meeting may be called at any time in the Developer's discretion after the first conveyance of legal or equitable title of a Unit in the Condominium to a non-developer Co-owner. As provided in Article XI, Section 2 hereof, the First Annual Meeting shall be held on or before one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of the Units that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Condominium, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

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 votes or total percentage of approvals which equals or exceeds the number of votes or percentage of approvals 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. 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

An advisory committee of non-developer Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of one-third (1/3) 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 Condominium, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the association of Co-owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Co-owners.

## ARTICLE XI

### BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall consist of five members, all of whom 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. After the First Annual Meeting, the number of directors may be increased or decreased by action of the Board of Directors, provided that the Board of Directors shall be comprised of at least five members.

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. Elections for non-developer Co-owner directors shall be held as provided in subsections (b) and (c) below.

shall not eliminate the right of the Developer to designate one director as provided in subsection (i) of this Section 2(c).

(iv) At the First Annual Meeting one-half (1/2) of the directors (rounded up if fractional) shall be elected for a term of two years and the remaining directors shall be elected for a term of one year. At such meeting, all nominees shall stand for election as one slate and the number of persons equal to one-half (1/2) of the number of directors (rounded up if fractional) who receive the highest number of votes shall be elected for terms of two years and the number of persons equal to the remaining directors to be elected who receive the next highest number of votes shall be elected for terms of one year. After the First Annual Meeting, the term of office (except for directors elected at the First Annual Meeting for one year terms) 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.

(vi) As used in this section, the term "Units that may be created" means the maximum number of Units which may be included in the Condominium in accordance with any limitation stated in the Master Deed or imposed by law.

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 necessary thereto subject always to the Condominium Documents and applicable laws.

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 and the Common Elements thereof.
- (b) To levy and collect assessments against and from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and 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.
- (f) To own, maintain, improve, operate and manage, and to buy, sell, convey, assign, mortgage or lease (as landlord or tenant) 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.

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

Section 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 ten (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 three (3) days' notice to each director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) 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 is less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such director for purposes of determining a quorum.

Section 13. First Board of Directors. All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the Association, and any undertaking or contracts entered into with others on behalf of the Association) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed before the First Annual Meeting of Co-owners shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Co-owners.

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 Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

### ARTICLE XIV

#### FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. 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 ninety (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 Board. The commencement date of the fiscal year shall be subject to change by the Board 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 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 XVIII

### REMEDIES

Section 1. Default by a Co-owner. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include without limitation 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.

(b) 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. In no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 2. No Waiver. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 3. 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 Condominium Documents shall 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.

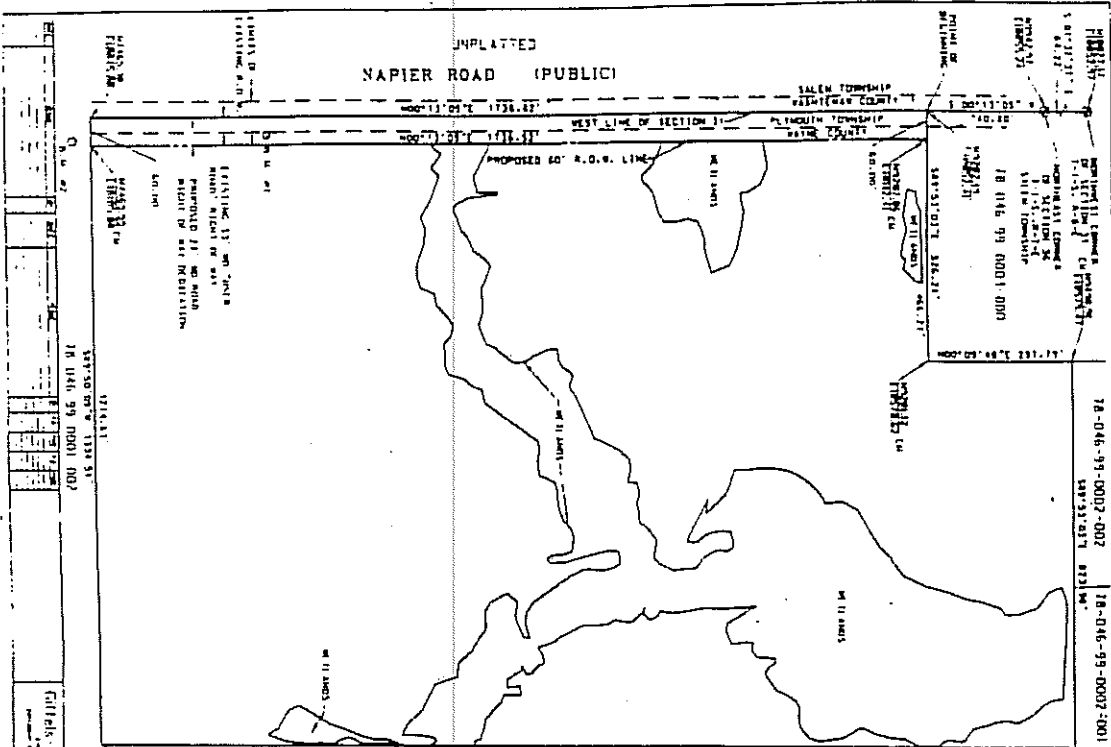
Section 4. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and directors to compel such persons to enforce the provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the Condominium Documents or the Act.

## ARTICLE XIX

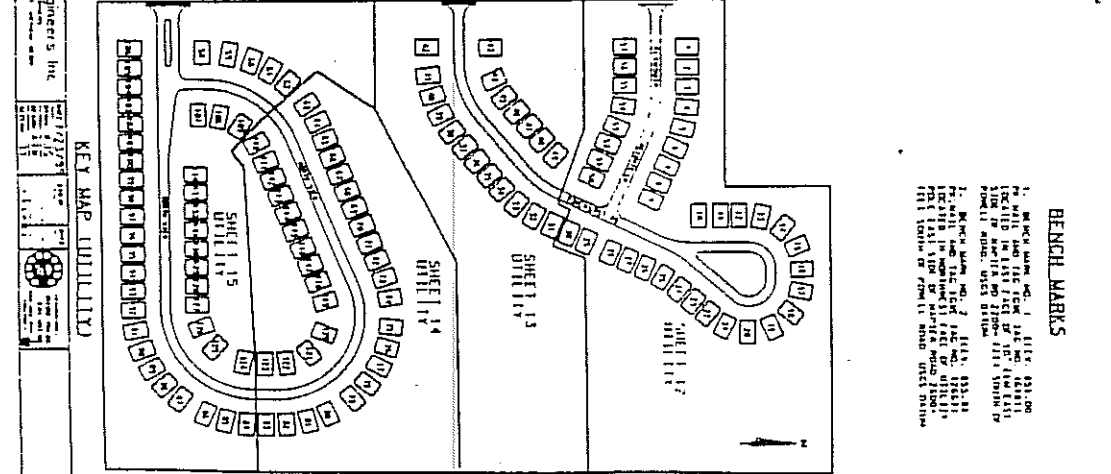
### ARBITRATION

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





78-046-99-0002-002 78-046-99-0002-001  
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**BENCH MARKS**

1. BENCH MARK NO. 1 (116.931.00) IN WELLS AND 116.750.226 NO. 4648111 LOCATED IN LOT 100 OF SECTION 36 TOWNSHIP 11 N. RANGE 99 W. DISTRICT OF SASKATCHEWAN.
2. BENCH MARK NO. 2 (116.933.81) IN WELLS AND 116.750.226 NO. 4648111 LOCATED IN LOT 100 OF SECTION 36 TOWNSHIP 11 N. RANGE 99 W. DISTRICT OF SASKATCHEWAN.
3. BENCH MARK NO. 3 (116.933.81) IN WELLS AND 116.750.226 NO. 4648111 LOCATED IN LOT 100 OF SECTION 36 TOWNSHIP 11 N. RANGE 99 W. DISTRICT OF SASKATCHEWAN.

**LOCATION MAP**  
 SHOWS THE LOCATION OF THE PROJECT WITHIN THE DISTRICT OF SASKATCHEWAN.

**SURVEYOR'S CERTIFICATE**

I, **DAVID P. JONES**, MEASURING ENGINEER IN CHARGE OF THE SURVEY, HEREBY CERTIFY THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEY REGULATIONS AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEY REGULATIONS AND THAT THE SURVEY WAS CONDUCTED IN ACCORDANCE WITH THE SURVEY ACT AND THE SURVEY REGULATIONS.

**LEGEND**

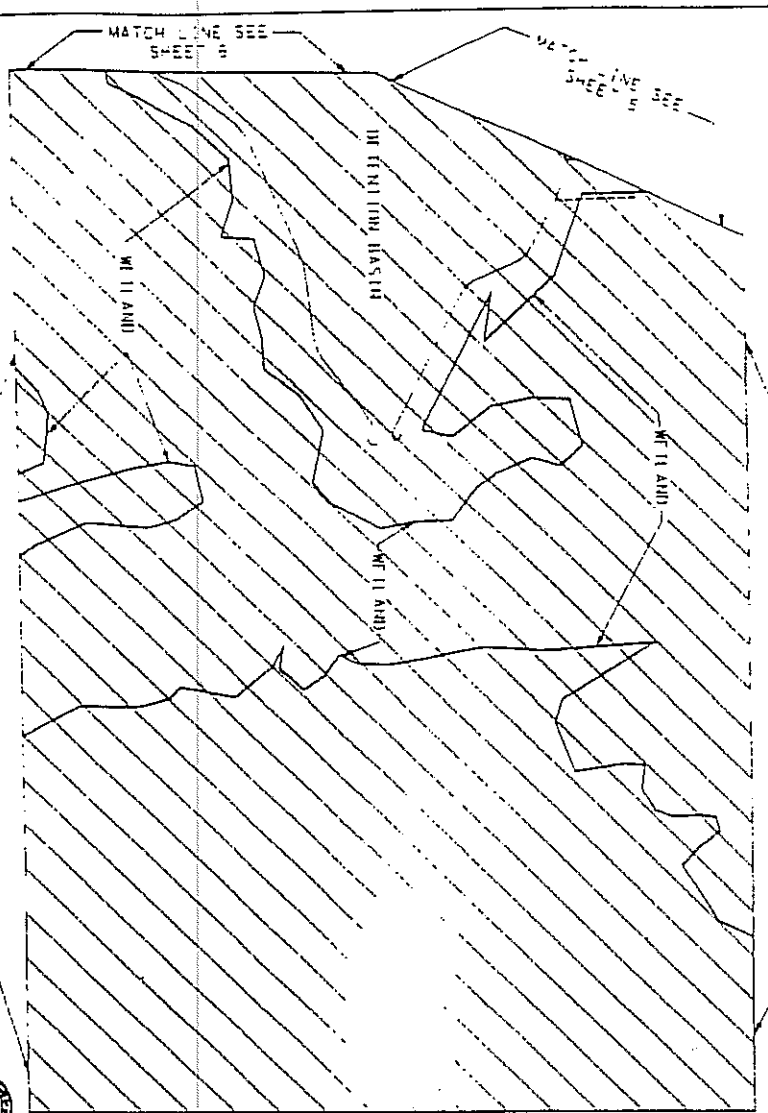
C.M. (CONCRETE) REINFORCED  
 H.W. (HEAVY WALL)

**SURVEY PLAN**  
 CONDUIT CLUD WILL AND THE  
 THE YAMOUQUITE COMMUNITY  
 SCALE 1" = 50' 0" 30' 0" 20' 0" 10' 0"









- LEGEND**
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500° 39' 13" W 2028.17

78-046-82-0001-002

Match Line See Sheet 10

Match Line See Sheet 14

Match Line See Sheet 15

Match Line See Sheet 16

*[Signature]*

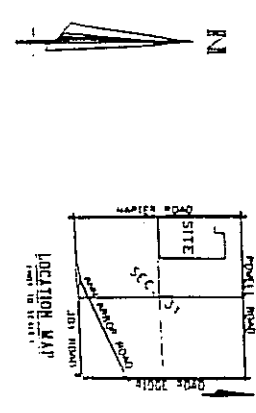
**NOTICE**  
 THIS PLAN IS A PRELIMINARY PLAN AND IS NOT TO BE USED FOR CONSTRUCTION WITHOUT THE APPROVAL OF THE LOCAL AUTHORITY.

**SITE UNIT PLAN**  
 COUNTRY CLUB VILLAGE OF PLYMOUTH  
 CONDOMINIUMS

Scale 1" = 10'  
 0 10 20 30 40

**CURVE DATA**

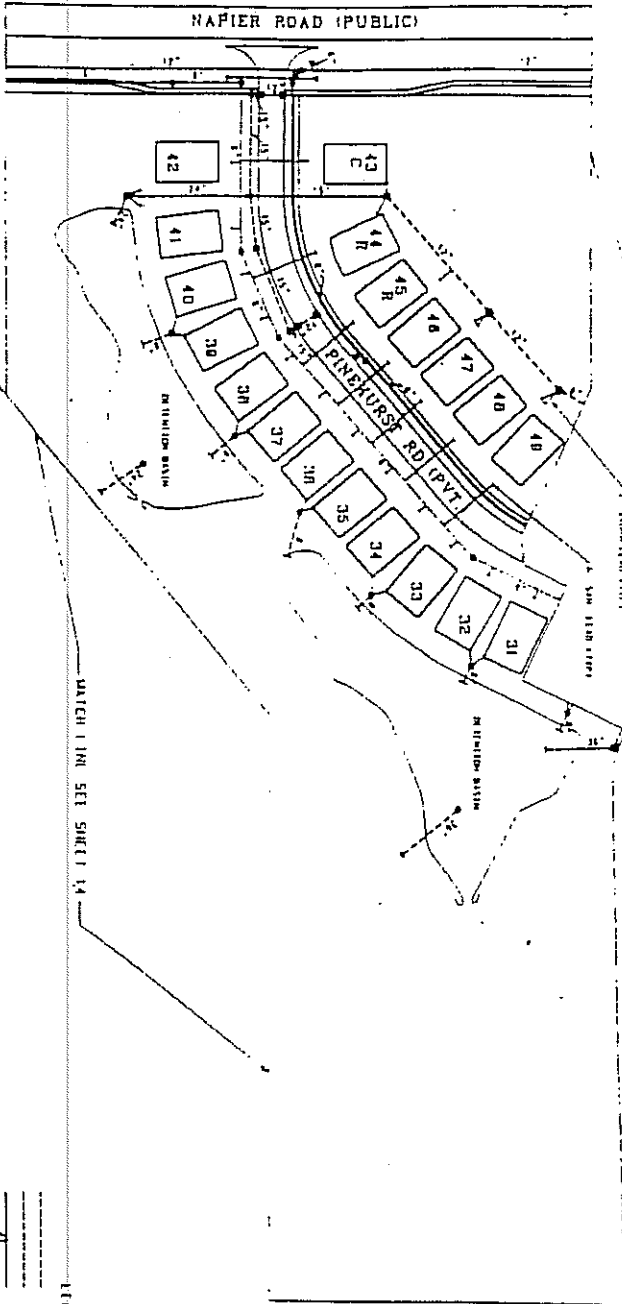
Curve	Angle	Radius	Chord	Chord Bearing	Stationing
1	115.23	13.50	8.97	S 57° 00' 00" E	1+00.00
2	161.56	13.50	18.00	S 27° 30' 00" E	1+08.97
3	102.27	238.50	247.37	S 17° 40' 00" E	1+26.97
4	112.13	18.00	12.71	S 17° 40' 00" E	1+44.37
5	166.05	238.50	407.13	S 17° 40' 00" E	1+61.77
6	115.23	238.50	161.21	S 07° 01' 00" E	1+78.77
7	161.56	238.50	407.57	S 57° 00' 00" E	1+95.77
8	16.09	23.00	8.27	S 71° 53' 00" E	1+113.77
9	153.89	23.00	18.13	S 17° 00' 00" E	1+131.77
10	166.62	238.50	88.12	S 17° 00' 00" E	1+149.77
11	115.23	238.50	88.18	S 07° 01' 00" E	1+167.77
12	115.23	238.50	88.18	S 07° 01' 00" E	1+185.77
13	166.62	238.50	176.36	S 57° 00' 00" E	1+203.77
14	115.23	238.50	176.36	S 57° 00' 00" E	1+221.77
15	166.62	238.50	176.36	S 57° 00' 00" E	1+239.77
16	115.23	238.50	176.36	S 57° 00' 00" E	1+257.77
17	166.62	238.50	176.36	S 57° 00' 00" E	1+275.77
18	115.23	238.50	176.36	S 57° 00' 00" E	1+293.77
19	166.62	238.50	176.36	S 57° 00' 00" E	1+311.77
20	115.23	238.50	176.36	S 57° 00' 00" E	1+329.77
21	166.62	238.50	176.36	S 57° 00' 00" E	1+347.77
22	115.23	238.50	176.36	S 57° 00' 00" E	1+365.77
23	166.62	238.50	176.36	S 57° 00' 00" E	1+383.77
24	115.23	238.50	176.36	S 57° 00' 00" E	1+401.77
25	166.62	238.50	176.36	S 57° 00' 00" E	1+419.77
26	115.23	238.50	176.36	S 57° 00' 00" E	1+437.77
27	166.62	238.50	176.36	S 57° 00' 00" E	1+455.77
28	115.23	238.50	176.36	S 57° 00' 00" E	1+473.77
29	166.62	238.50	176.36	S 57° 00' 00" E	1+491.77
30	115.23	238.50	176.36	S 57° 00' 00" E	1+509.77
31	166.62	238.50	176.36	S 57° 00' 00" E	1+527.77
32	115.23	238.50	176.36	S 57° 00' 00" E	1+545.77
33	166.62	238.50	176.36	S 57° 00' 00" E	1+563.77
34	115.23	238.50	176.36	S 57° 00' 00" E	1+581.77
35	166.62	238.50	176.36	S 57° 00' 00" E	1+599.77
36	115.23	238.50	176.36	S 57° 00' 00" E	1+617.77
37	166.62	238.50	176.36	S 57° 00' 00" E	1+635.77
38	115.23	238.50	176.36	S 57° 00' 00" E	1+653.77
39	166.62	238.50	176.36	S 57° 00' 00" E	1+671.77
40	115.23	238.50	176.36	S 57° 00' 00" E	1+689.77
41	166.62	238.50	176.36	S 57° 00' 00" E	1+707.77
42	115.23	238.50	176.36	S 57° 00' 00" E	1+725.77
43	166.62	238.50	176.36	S 57° 00' 00" E	1+743.77
44	115.23	238.50	176.36	S 57° 00' 00" E	1+761.77
45	166.62	238.50	176.36	S 57° 00' 00" E	1+779.77
46	115.23	238.50	176.36	S 57° 00' 00" E	1+797.77
47	166.62	238.50	176.36	S 57° 00' 00" E	1+815.77
48	115.23	238.50	176.36	S 57° 00' 00" E	1+833.77
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54	115.23	238.50	176.36	S 57° 00' 00" E	1+941.77
55	166.62	238.50	176.36	S 57° 00' 00" E	1+959.77
56	115.23	238.50	176.36	S 57° 00' 00" E	1+977.77
57	166.62	238.50	176.36	S 57° 00' 00" E	1+995.77
58	115.23	238.50	176.36	S 57° 00' 00" E	1+1013.77
59	166.62	238.50	176.36	S 57° 00' 00" E	1+1031.77
60	115.23	238.50	176.36	S 57° 00' 00" E	1+1049.77
61	166.62	238.50	176.36	S 57° 00' 00" E	1+1067.77
62	115.23	238.50	176.36	S 57° 00' 00" E	1+1085.77
63	166.62	238.50	176.36	S 57° 00' 00" E	1+1103.77
64	115.23	238.50	176.36	S 57° 00' 00" E	1+1121.77
65	166.62	238.50	176.36	S 57° 00' 00" E	1+1139.77
66	115.23	238.50	176.36	S 57° 00' 00" E	1+1157.77
67	166.62	238.50	176.36	S 57° 00' 00" E	1+1175.77
68	115.23	238.50	176.36	S 57° 00' 00" E	1+1193.77
69	166.62	238.50	176.36	S 57° 00' 00" E	1+1211.77
70	115.23	238.50	176.36	S 57° 00' 00" E	1+1229.77
71	166.62	238.50	176.36	S 57° 00' 00" E	1+1247.77
72	115.23	238.50	176.36	S 57° 00' 00" E	1+1265.77
73	166.62	238.50	176.36	S 57° 00' 00" E	1+1283.77
74	115.23	238.50	176.36	S 57° 00' 00" E	1+1301.77
75	166.62	238.50	176.36	S 57° 00' 00" E	1+1319.77
76	115.23	238.50	176.36	S 57° 00' 00" E	1+1337.77
77	166.62	238.50	176.36	S 57° 00' 00" E	1+1355.77
78	115.23	238.50	176.36	S 57° 00' 00" E	1+1373.77
79	166.62	238.50	176.36	S 57° 00' 00" E	1+1391.77
80	115.23	238.50	176.36	S 57° 00' 00" E	1+1409.77
81	166.62	238.50	176.36	S 57° 00' 00" E	1+1427.77
82	115.23	238.50	176.36	S 57° 00' 00" E	1+1445.77
83	166.62	238.50	176.36	S 57° 00' 00" E	1+1463.77
84	115.23	238.50	176.36	S 57° 00' 00" E	1+1481.77
85	166.62	238.50	176.36	S 57° 00' 00" E	1+1499.77
86	115.23	238.50	176.36	S 57° 00' 00" E	1+1517.77
87	166.62	238.50	176.36	S 57° 00' 00" E	1+1535.77
88	115.23	238.50	176.36	S 57° 00' 00" E	1+1553.77
89	166.62	238.50	176.36	S 57° 00' 00" E	1+1571.77
90	115.23	238.50	176.36	S 57° 00' 00" E	1+1589.77
91	166.62	238.50	176.36	S 57° 00' 00" E	1+1607.77
92	115.23	238.50	176.36	S 57° 00' 00" E	1+1625.77
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94	115.23	238.50	176.36	S 57° 00' 00" E	1+1661.77
95	166.62	238.50	176.36	S 57° 00' 00" E	1+1679.77
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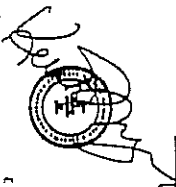
City of Plymouth  
 Planning Department  
 1000 1st St. N  
 Plymouth, MN 55543

City of Plymouth  
 Planning Department  
 1000 1st St. N  
 Plymouth, MN 55543

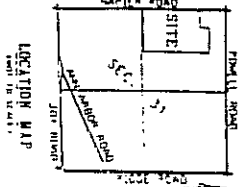
City of Plymouth  
 Planning Department  
 1000 1st St. N  
 Plymouth, MN 55543



NOTES:  
 1. ALL UTILITIES SHOWN ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PLYMOUTH, MINNESOTA.  
 2. THE UTILITIES SHOWN ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PLYMOUTH, MINNESOTA.  
 3. THE UTILITIES SHOWN ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PLYMOUTH, MINNESOTA.  
 4. THE UTILITIES SHOWN ON THIS PLAN ARE TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY OF PLYMOUTH, MINNESOTA.



- LEGEND**
- PROPR. SANITARY SEWER
  - PROPR. STORM SEWER
  - PROPR. WATERMAIN
  - PROPR. WATER C (SANITARY)
  - PROPR. WATER C (STORM)
  - PROPR. WETLAND
  - PROPR. CATCH BASIN
  - PROPR. TANK
  - PROPR. ELEC. SERVICE
  - PROPR. GAS MAIN
  - PROPR. CABLE TV
  - PROPR. CITY AIR MAIN



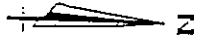
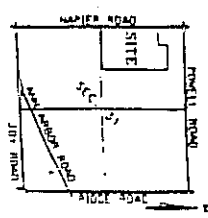
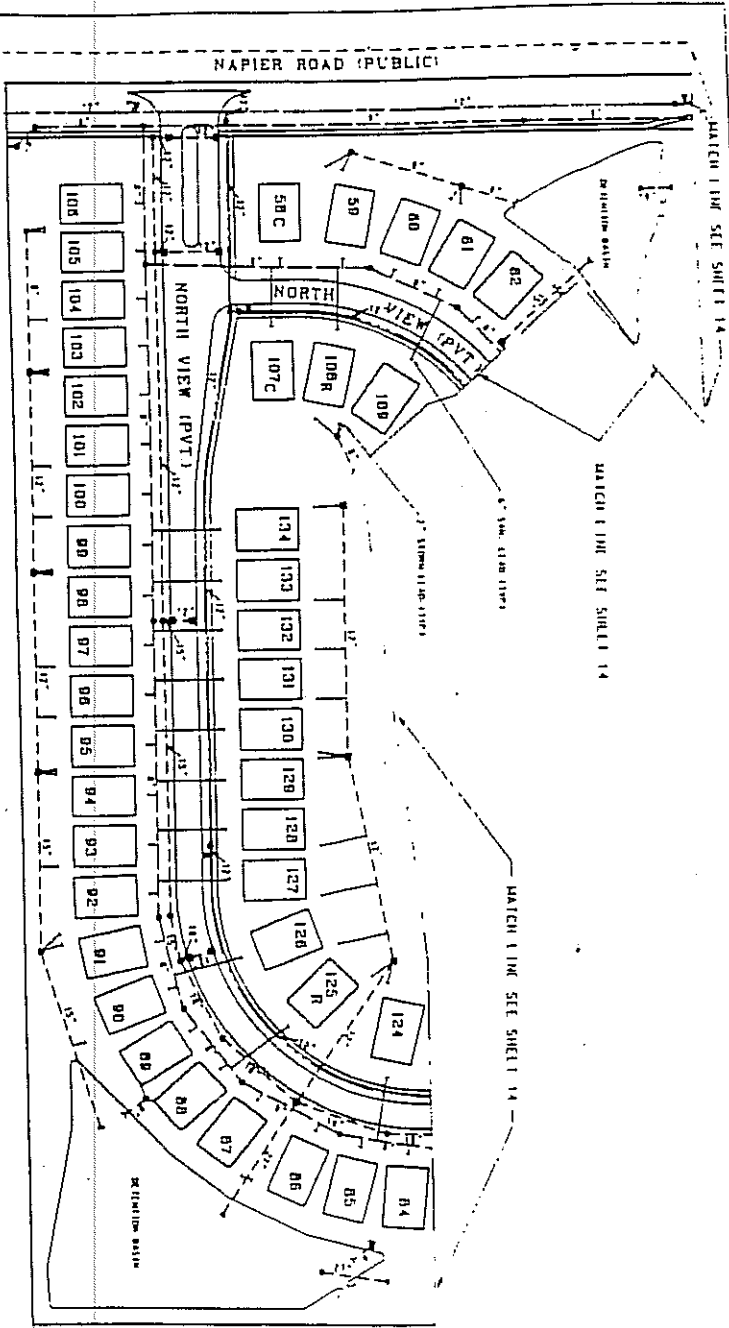
**UTILITY PLAN**  
 COURTYARD CLUB VILLAGE OF PLYMOUTH  
 CONDOMINIUM  
 SCALE: 1" = 50'  
 PROJECT NO. 123-94

Citywide Waterworks Engineers Inc.  
 12345 Main Street  
 Minneapolis, MN 55401  
 Phone: (612) 123-4567  
 Fax: (612) 987-6543



DATE: 12/15/94  
 DRAWN BY: J. SMITH  
 CHECKED BY: M. JONES  
 PROJECT NO. 123-94



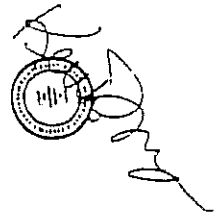


**LEGEND**

- PROPR. SANITARY SEWER
- PROPR. STORM SEWER
- PROPR. WATERMAIN
- PROPR. WATER & SANITARY
- PROPR. WATER & SEWER
- PROPR. WASTEWATER
- PROPR. CATCH BASIN
- PROPR. TANK
- PROPR. EHD SECTION
- PROPR. OPEN YARD
- PROPR. CAST IRON
- PROPR. CL 40 200

NOTES:  
 1. THIS PLAN IS A PART OF THE DEVELOPMENT PLAN FOR THE PROJECT AND IS TO BE USED IN CONJUNCTION WITH THE OTHER PARTS OF THE DEVELOPMENT PLAN.  
 2. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES SHOWN ON THIS PLAN.  
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL RETENTION BASINS SHOWN ON THIS PLAN.  
 5. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL STREETS AND ALLEYS SHOWN ON THIS PLAN.  
 6. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES CROSSING THE STREETS AND ALLEYS SHOWN ON THIS PLAN.  
 7. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES CROSSING THE RETENTION BASINS SHOWN ON THIS PLAN.  
 8. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES CROSSING THE STREETS AND ALLEYS AND RETENTION BASINS SHOWN ON THIS PLAN.  
 9. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES CROSSING THE STREETS AND ALLEYS AND RETENTION BASINS AND STREETS AND ALLEYS SHOWN ON THIS PLAN.  
 10. THE DEVELOPER SHALL BE RESPONSIBLE FOR THE PROTECTION AND MAINTENANCE OF ALL UTILITIES CROSSING THE STREETS AND ALLEYS AND RETENTION BASINS AND STREETS AND ALLEYS AND STREETS AND ALLEYS SHOWN ON THIS PLAN.

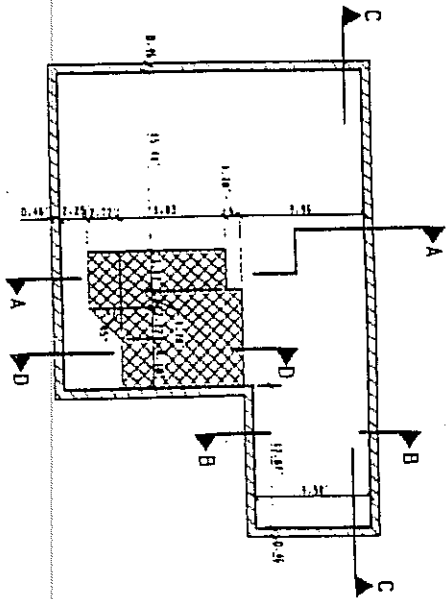
**UTILITY PLAN**  
 CONRORY CREEK VILLAGE OF PLYMOUTH  
 CORPORATION  
 PROJECT NO. 1-100-100-100  
 DATE: 1-1-10  
 DRAWN BY: [Signature]



Colleen Webster Engineers, Inc.



1/1/10



SECOND FLOOR PLAN

LEGEND  
 [Hatched Box] CONCRETE CLAMPED REINFORCING  
 [Cross-hatched Box] OPEN AIR/VENT/ROOF ATTIC  
 [Line] STAIRS OR DOWN ROOF

ALL WALLS ARE 90" IN EACH  
 THICK UNLESS NOTED  
 ALL WALLS ARE 90" TO THE FLOOR  
 AND CEILING UNLESS NOTED

ACTUAL LOCATION OF UNITS FOR AND  
 TYPE, OTHER UNITS TO BE ASSUMED  
 AS PROVIDED IN ARTICLE IV OF THE  
 MASTER DEED.

*[Handwritten Signature]*

UNIT 'C' FLOOR PLANS  
 CHEROKEE CLUB VILLAGE OF FARMINGTON  
 CLERMONT, FLORIDA

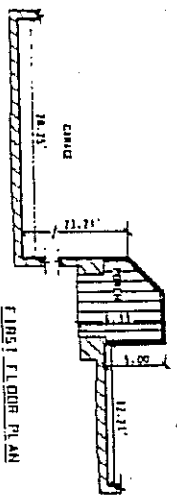
SCALE 1" = 4'-0"  
 DRAWING NO. 7-21-94

Fuller, Webster, Engineers, Inc.  
 10000 W. 11th St., Suite 100  
 Fort Lauderdale, Florida 33324  
 Phone: (305) 551-1111  
 Fax: (305) 551-1112

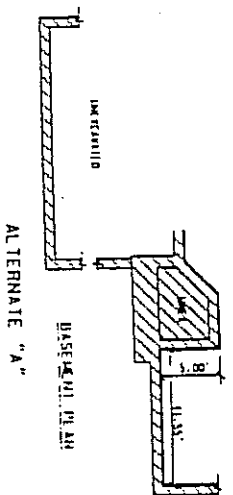


DATE: 7/21/94  
 DRAWN BY: J. J. JONES  
 CHECKED BY: J. J. JONES

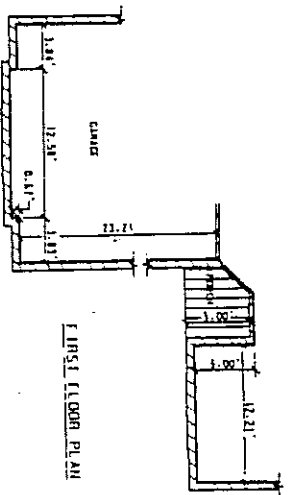




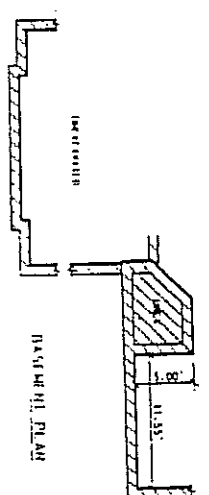
FIRST FLOOR PLAN



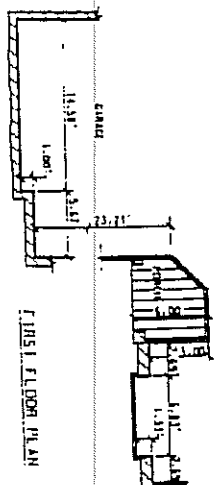
BASEMENT PLAN



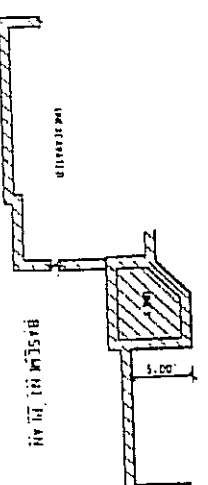
FIRST FLOOR PLAN



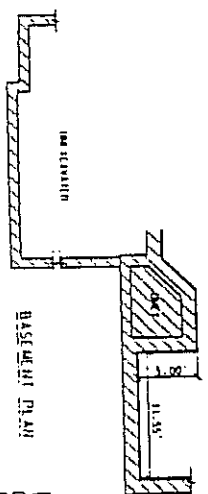
BASEMENT PLAN



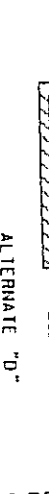
FIRST FLOOR PLAN



BASEMENT PLAN

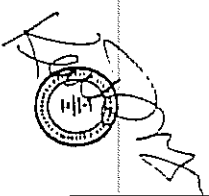


FIRST FLOOR PLAN



BASEMENT PLAN

ACTUAL LOCATION OF UNITS NOT SHOWN  
 UNITS SHOWN ARE TO BE DESIGNATED  
 BY THE ARCHITECT IN THE CONTRACT DOCUMENTS  
 IN ACCORDANCE WITH ARTICLE 17 OF THE  
 MASTER PLAN



UNIT "C" ALTERNATE FLOOR PLANS

COURTNEY CLIN VILLAGE III PHASE III  
 CONDOMINIUM

SCALE: 1/8" = 1'-0"  
 PREPARED BY: J. J. B. / J. J. B.

Giffels Webster Engineers, Inc.  
 1117 17th Street, N.W.  
 Atlanta, Georgia 30361  
 Phone: (404) 525-1111  
 Fax: (404) 525-1112



DATE: 11/21/94

ARTICLES OF INCORPORATION  
MICHIGAN NON-PROFIT CORPORATION

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned execute the following Articles:

ARTICLE I.

The name of the corporation is Country Club Village of Plymouth Condominium Association.

ARTICLE II.

The purposes for which the corporation is organized are:

- (a) To manage and administer the affairs of and to maintain Country Club Village of Plymouth Condominium, a condominium according to the Master Deed recorded in Liber \_\_\_\_, Page \_\_\_\_, Wayne County Records, being Wayne County Condominium Subdivision Plan No. \_\_\_\_, located in the Township of Plymouth, Wayne County, Michigan (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the co-owner 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 the Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;
- (g) To own, maintain and improve, and to buy, or operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, (including Condominium units, easements, rights-of-way and licenses) on behalf of the corporation, 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 rules and regulations of the corporation as may hereafter be adopted;

## ARTICLE VII.

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

(a) Each co-owner (including the Developer named in the Condominium Master Deed) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership.

(b) Membership in the corporation shall be established by the acquisition of fee simple title to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other interest 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. Land contract vendees of units shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation, in which event the vendor's membership shall terminate as to the unit sold.

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

(d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

## ARTICLE VIII.

A volunteer director (as defined in Section 110 of Act 162, Public Acts of 1982, as amended) of the corporation shall not be personally liable to the corporation or its members for monetary damages for breach of the director's fiduciary duty arising under any applicable law. However, this Article shall not eliminate or limit the liability of a director for any of the following:

(1) A breach of the director's duty of loyalty to the corporation or its members.

(2) Acts or omission not in good faith or that involve intentional misconduct, a knowing violation of law, or failure to follow the Bylaws of the corporation or these Articles.

(3) A violation of Section 551(1) of Act 162, Public Acts of 1982, as amended.

(4) A transaction from which the director derived an improper personal benefit.

(5) An act or omission occurring before the date this document is filed.

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

- (a) the number of years the litigation attorney has practiced law; and
  - (b) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (3) The litigation attorney's written estimate of the amount of the corporation's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (4) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- (5) The litigation attorney's proposed written fee agreement.
- (6) The amount to be specially assessed against each unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per unit basis, as required by subparagraph (f) of this Article IX.

(c) If the lawsuit relates to the condition of any of the common elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the common elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the common elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the condition of the common elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to the members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of seventy-five (75%) in number and value of all members of the corporation. The determination of such voting power shall be made based on the entire membership of the corporation, *i.e.*, not just the members present at the litigation evaluation meeting. The quorum required at any litigation evaluation meeting is seventy-five (75%) in

estimate exceeds the litigation special assessment previously approved by the members. the Board shall call a special meeting of the members to review the status of the litigation. and to allow the members to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same voting requirement as a litigation evaluation meeting.

(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article IX ("litigation expenses") shall be fully disclosed to members in the corporation's annual budget. The litigation expenses for each civil action subject to this Article IX shall be listed as a separate line item captioned "litigation expenses" in the corporation's annual budget.

#### ARTICLE X.

These Articles of Incorporation may only be amended by the consent of two-thirds (2/3) of all members.

The undersigned, incorporator, signs its name this \_\_\_\_ day of September, 1999.

PULTE HOMES OF MICHIGAN CORPORATION, a  
Michigan corporation

By: \_\_\_\_\_

Peter J. Keane, Vice President

WK003188



**DECLARATION OF COVENANTS, CONDITIONS  
AND RESTRICTIONS**

**THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS** (this "Declaration") is made this 17th day of March, 1997, by **PULTE HOMES OF MICHIGAN CORPORATION**, a Michigan corporation, the address of which is 315 South Woodward Avenue, Suite 110, Royal Oak, Michigan 48067 (hereinafter sometimes referred to as "Developer").

**R E C I T A L S :**

A. Developer is developing certain real property located in the Township of Plymouth, County of Wayne, State of Michigan, as a residential unit development consisting of single family residential subdivisions and condominium projects to be developed in phases. The overall development of the residential unit development is depicted on the RUD Plan attached to the RUD Agreement (as hereinafter defined). Each phase is intended to be part of an overall project known as Country Club Village of Plymouth (the "Project").

B. Developer desires to develop the property described on Exhibit "A" attached hereto (the "Property") as a residential subdivision to be known as Country Acres Of Plymouth Subdivision No. 1, the plat of which is recorded in Liber 110, Page 68-84 Wayne County Records. Developer may include subsequent phases of the Project in the property subject to this Declaration by amendments to this Declaration.

C. Developer desires to: promote the proper use and appropriate development and improvement of the Property; protect the owners of the Property against improper use of surrounding lots as may depreciate the value of the Property; guard against the construction of buildings with improper or unsuitable materials; encourage the construction of attractive improvements thereon and establish appropriate locations thereof to secure and maintain proper setbacks from the streets and adequate free spaces between structures; promote high standards of maintenance and operation of community facilities, open areas and services for the benefit and convenience of all owners of the Property and all residents; and, in general, provide for a residential project of the highest quality and character.

**NOW, THEREFORE**, Developer hereby declares that the Property described on Exhibit "A", as same may be amended, and any parcels, lots and/or condominium units into which the Property may be divided is, and shall be, held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations and grants hereinafter set forth, together with such other conditions, covenants, restrictions, reservations and grants which are hereafter recorded with respect to the Property; all of which conditions, covenants, restrictions, reservations and grants are for the benefit of and shall run with and bind the Property and all parties having any right, title or interest in the Property or any part thereof, or improvements thereon, as well as their heirs, personal representatives, successors and assigns.

\$ 4.00 REIMBURSEMENT  
\$ 44.00 DEED

**ARTICLE 1  
DEFINITIONS**

**Section 1.1** "Association" shall mean Country Club Village of Plymouth No. 1 Homeowners Association, a Michigan non-profit corporation to be formed by Developer for the purposes described herein, and its successors and assigns.

**Section 1.2** "Boulevard Islands" shall mean the boulevard islands and cul de sac islands located within the roads within the Property.

RECEIPT# 45A

RECORDED  
FOREST E. YOUNGBLOOD, REGISTER OF DEEDS  
WAYNE COUNTY, MI

*Handwritten notes:*  
EST  
4/17  
4/18  
20 pgs  
S  
RB

**Section 1.3** "Common Areas" shall mean those portions of the Property which are for the common use and enjoyment of the Owners, including any open space areas or other common areas shown on the recorded plat for the Subdivision, the area between lots 69 and 70 during any period it is not improved as a public road, and any improvements constructed within the foregoing areas for the common use and enjoyment of the Owners, including Storm Drainage Facilities, Entrance Way and Perimeter Fence Improvements, Irrigation Improvements and recreational amenities.

**Section 1.4** "Developer" shall mean Pulte Homes of Michigan Corporation, a Michigan corporation, its successors and assigns.

**Section 1.5** "Entrance Way and Perimeter Fence Improvements" shall mean any entrance way monuments, landscaping, signage and related improvements, and any perimeter landscaping, signage, fencing and related improvements installed by Developer within the Subdivision or within the right-of-way of the public roads running through or adjacent to the Subdivision or within such easements as may be granted to the Developer or the Association for the construction of such improvements.

**Section 1.6** "Irrigation Improvements" shall mean any irrigation systems and related facilities, including meters and back-flow protectors, installed by Developer within any of the Common Areas.

**Section 1.7** "Lot" shall mean each unit of land designated for residential use and the construction thereon of a single family dwelling, as identified on the recorded plat with respect to the Subdivision.

**Section 1.8** "Member" shall mean a member of the Country Club Village of Plymouth No. 1 Homeowners Association.

**Section 1.9** "Owner" shall mean the holder or holders of the record fee simple title to, and/or the land contract purchaser of, a Lot, whether one or more persons or entities. The term "Owner" shall not include any mortgagee or any other person or entity having an interest in a Lot merely as security for the performance of an obligation, unless and until such mortgagee or other person or entity shall have acquired fee simple title to such Lot by foreclosure or other proceeding or conveyance in lieu of foreclosure. If more than one person or entity owns fee simple title to a Lot, or in the event any Lot is subject to a land contract, then the interests of all such persons or entities, and the interest of the land contract seller and purchaser, collectively shall be that of one Owner.

**Section 1.10** "Property" shall mean that certain real property described on Exhibit "A" attached hereto and previously made a part hereof, as the same may be amended.

**Section 1.11** "Project" shall mean the overall residential unit development known as Country Club Village of Plymouth, including the subdivisions and condominium projects to be developed in accordance with the RUD Plan.

**Section 1.12** "RUD Agreement" shall mean that certain Residential Unit Development Agreement for the Project, entered into between Developer and the Township, as same may be subsequently amended or modified.

**Section 1.13** "RUD Plan" shall mean the Residential Unit Development Plan attached to the RUD Agreement, as same may be subsequently amended or modified.

**Section 1.14** "Storm Drainage Facilities" shall mean all storm drainage facilities located on the Property, including but not limited to stormwater detention/retention basins, storm sewer lines, manhole covers and storm drainage grates.

**Section 1.15** "Storm Drainage Facilities Maintenance Agreement" shall mean any agreements entered into between the Township and Developer pertaining to the maintenance, operation, inspection and repair of the Storm Drainage Facilities.

**Section 1.16** "Subdivision" shall mean the single family residential subdivision known as Country Acres Of Plymouth Subdivision No. 1 pursuant to the recorded plat and any additional phases that may be created pursuant to a recorded plat and added to this Declaration by amendments.

**Section 1.17** "Township" shall mean the Charter Township of Plymouth.

**Section 1.18** "Wetlands" shall mean those portions of the Property which are designated as wetlands and/or as wetland conservation easements on the recorded plat for the Subdivision and/or which are designated as such by any governmental unit or agency having jurisdiction over the Property.

**ARTICLE 2**  
**PROPERTY SUBJECT TO THIS DECLARATION**

The Property which is subject to and which shall be held, transferred, sold, conveyed and occupied pursuant to this Declaration is more particularly described on Exhibit "A" attached hereto as the same may be amended.

**ARTICLE 3**  
**HOMEOWNERS ASSOCIATION**

**Section 3.1** Creation And Purposes. Developer shall form a non-profit corporation in accordance with the Michigan Non-Profit Corporation Act, Act No. 162 of the Public Acts of 1982, as amended, which shall be known as Country Club Village of Plymouth No. 1 Homeowners Association or such other name as may be designated by Developer. The Association and its Members shall have those rights and obligations which are set forth in this Declaration and in the Articles of Incorporation and By-Laws of the Association.

The purposes of the Association shall be to maintain the Common Areas for the common use of all residents and Owners, to arrange for the provision of services and facilities of common benefit and, in general, to maintain and promote the desired character of the Subdivision.

**Section 3.2** Membership. Developer and every Owner shall be a Member of the Association. Every Owner shall become a Member commencing on the date on which said Owner is conveyed fee simple title to said Lot, or, if applicable, the date on which a land contract purchaser enters into a land contract to purchase said Lot. All membership rights and obligations shall be deemed a part of and may not be separated from, the ownership of any Lot.

**Section 3.3** Voting Rights. The Association shall have two (2) classes of Voting Members, which are as follows:

A. Class A Members shall consist of all Owners other than Developer. Each Class A Member shall be entitled to one vote on each matter submitted to a vote of Members for each Lot owned by the Class A Member. Where title to a Lot is held by more than one person or entity, all such persons or entities shall be Members and jointly shall be entitled to only one vote per Lot. Where a Lot has been sold pursuant to a land contract, the purchaser under said land contract shall be entitled to the vote for said Lot. Multiple Owners (including co-purchasers under a land contract)

may exercise one vote per Lot as they may mutually agree, and such co-owners or co-purchasers shall notify the Association in writing of the person entitled to exercise such vote. In the event any multiple Owners fail to provide such notice to the Association within thirty (30) days prior to the date set for a meeting, the Owner whose name first appears on record title shall be deemed to be the Member authorized to vote on behalf of all the multiple Owners and any vote cast in person or by proxy by said Owner, or the failure of said Owner to vote, shall be binding upon all such multiple Owners.

B. Developer shall be a Class B Member. In order to assure the orderly development and maintenance of the Subdivision and the Common Areas, the Class B Member shall be entitled to three (3) votes for each Lot owned by Developer in the Subdivision. Class B membership shall terminate as to any Lots owned by Developer at the time any such Lot is sold and conveyed to an Owner other than Developer, which Owner shall thereafter be a Class A Member.

**Section 3.4 Articles And By-Laws.** The Association shall be organized, governed and operated in accordance with its Articles of Incorporation and By-Laws, which shall be consistent with the provisions and purposes of this Declaration and the RUD Agreement. In the event there exists any conflict between the provisions contained within the Association's Articles of Incorporation and By-Laws, the provisions contained within this Declaration, and the provisions contained within the RUD Agreement, the provisions of the RUD Agreement shall control, followed in priority by the provisions of this Declaration, and then the Articles of Incorporation and By-Laws.

**Section 3.5 Directors.** The right to manage the affairs of the Association shall be exclusively vested in the Association Board of Directors. The Developer or its designated representative shall be the sole Director until such time as one hundred (100%) percent of the Lots within the Subdivision have been sold and conveyed by Developer, or until such earlier time as Developer may elect, in its discretion. Thereafter, the Board of Directors shall be elected by the Members of the Association in accordance with the provisions of the Articles of Incorporation and By-Laws of the Association.

#### **ARTICLE 4 COMMON AREAS AND IMPROVEMENTS**

**Section 4.1 Right Of Members To Use Common Areas.** Each Member of the Association shall have the right and non-exclusive easement to use the Common Areas for the purposes provided herein. The Members' easement rights shall exist regardless of whether any such Common Areas are included in a particular final plat, and each Member's easement and right to use the Common Areas shall be deemed a part of, and shall pass with title to, every Lot, regardless of whether such easement is specifically referenced in the deed conveying such Lot.

In addition, the Common Areas shall be used subject to the following general provisions:

A. There shall be no activity within any Wetlands except as permitted by applicable statutes, ordinances, rules and regulations of those governmental units having jurisdiction.

B. The Common Areas shall be used and maintained in accordance with the provisions of any and all maintenance and/or easement agreements which are now or hereafter entered into by and between Developer and/or the Association and any governmental entity or other party with respect to the Property or any portion thereof, and any amendments to such agreements.

C. The Association shall have the right to establish non-discriminatory rules and regulations as the Board of Directors may deem necessary or desirable for the safe, orderly and convenient operation and use of the Common Areas and the improvements, equipment, and facilities located thereon.

D. The owners of single family residential lots and/or condominium units within the Project shall have the right and non-exclusive easement to use the Common Areas for the purposes set forth in this Declaration, subject to non-discriminatory rules and regulations established by the Association.

**Section 4.2 Common Areas.** The Association shall be responsible for the maintenance and preservation of the Common Areas, subject to the ordinances, rules and regulations of governmental entities having jurisdiction over the Common Areas, the provisions of this Declaration and the RUD Agreement, and any maintenance and/or easement agreements entered into between Developer and/or the Association and any governmental entity or other party with respect to any portion of the Common Areas. No internal combustion engine-operated vehicle or machines of any kind, including without limitation, snowmobiles, motorcycles or all-terrain vehicles shall be allowed on or within the Common Areas, except maintenance vehicles or machinery necessary to maintain and preserve the Common Areas. The Association shall have the right to establish additional rules and regulations with respect to the Common Areas as the Board of Directors may deem necessary or desirable to insure the proper preservation and functioning of the Common Areas.

**Section 4.3 Storm Drainage Facilities.** The Association shall be responsible for the maintenance, operation, inspection and repair of the Storm Drainage Facilities, in accordance with the ordinances, rules and regulations of any governmental entities having jurisdiction over the Storm Drainage Facilities, and the Storm Drainage Facilities Maintenance Agreement between Developer and the Township and/or any other maintenance agreements entered into between Developer and any governmental entity with respect to the maintenance, upkeep and repair of the Storm Drainage Facilities. The Association shall have the right to establish additional rules and regulations with respect to the preservation and upkeep of the Storm Drainage Facilities as the Board of Directors may deem necessary or desirable to insure the continued proper operation of the Storm Drainage Facilities.

**Section 4.4 Boulevard Islands.** The Association shall be responsible for the maintenance, repair and replacement of all signage, landscaping and Irrigation Improvements that are within the Boulevard Islands, subject to any maintenance agreements entered into between Developer and/or the Association and any governmental entity having jurisdiction. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all Boulevard Islands in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

**Section 4.5 Entrance Way And Perimeter Fence Improvements; Irrigation Improvements.** The Association shall be responsible for the maintenance, repair and replacement of all Entrance Way and Perimeter Fence Improvements and all Irrigation Improvements. The Association shall have the right to establish rules and regulations as the Board of Directors may deem necessary or desirable for the maintenance, upkeep and beautification of all such improvements in order to insure an aesthetically pleasing appearance for the benefit of all Owners within the Subdivision.

**Section 4.6 Title To Common Areas.** At such time as the Association has been formed and organized the Developer may, in its discretion, convey title to the Common Areas to the Association. In any event, Developer shall convey title to the Common Areas to the Association not later than the date on which Developer conveys to an Owner the last Lot in the Subdivision in which Developer holds a fee title interest. The Association shall thereafter hold title to the Common Areas for the benefit of the Owners. The foregoing conveyance shall be subject to the Owners' easement of enjoyment and any easements reserved, dedicated or granted by Developer and any maintenance and/or easement agreements entered into with any governmental entity or other party prior to the date of conveyance.

**Section 4.7 Common Area Easements.** Developer and the Association, their agents and representatives, shall have a perpetual easement for reasonable access to the Common Areas, at all reasonable times for purposes of maintenance, repair, operation and improvement thereof.

Prior to the conveyance by Developer of title to the Common Areas to the Association, in accordance with Section 4.6 above, Developer, subject to all applicable state laws and municipal ordinances, shall have the exclusive right to dedicate or transfer all or any part of such Common Areas to the public use and the exclusive right to reserve, dedicate and/or grant public or private easements within the Common Areas for the construction, installation, repair, maintenance and replacement of rights-of-way, recreational facilities, golf courses, walkways, bicycle paths, water mains, sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto and/or for the preservation of any portion of the Common Areas in their natural state; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer reserves the right to assign any such easements at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities; provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer may determine the location and configuration of such easements at its discretion.

Following the conveyance by Developer to the Association of title to the Common Areas, the Association shall have the right to dedicate or transfer all or any part of the Common Areas to the public use and the right to reserve, dedicate or grant public or private easements for such purposes and subject to such conditions as may be agreed upon by the Members; provided, however, that any dedication, transfer or determination as to the conditions thereof shall be effective only upon execution of an instrument signed by the holders of two-thirds (2/3) of all outstanding Class A votes and by Developer if Developer continues to own any Lots; and further provided such right is exercised in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary.

**Section 4.8 Storm Drainage Facilities Maintenance Agreement.** Developer and the Township have entered into, or anticipate entering into, a Storm Drainage Facilities Maintenance Agreement, which is incorporated herein by reference. Upon the recording of this Declaration, the Association shall be responsible for performing all obligations of Developer under the Storm Drainage Facilities Maintenance Agreement including but not limited to: (i) the perpetual maintenance, operation, inspection and repair of the Storm Drainage Facilities; (ii) the payment of all costs and expenses incurred in connection with the maintenance, operation, inspection and repair of the Storm Drainage Facilities; and (iii) the duty to levy appropriate and sufficient assessments (both annual and special) to defray such costs and expenses.

**Section 4.9 Action By The Township.** In the event the Association fails at any time to maintain the Common Areas in reasonable order and condition or fails to perform its obligations under the Storm Drainage Facilities Maintenance Agreement, the Township may so advise the Association and its Members by serving a written notice by first class mail upon the resident agent of the Association, at the last known address of the same, as registered with the State of Michigan. Such notice shall describe the deficiencies in reasonable detail and establish a time period in which the deficiencies shall be cured, which period shall not be less than thirty (30) days from the date of mailing of such notice. If such deficiencies are not cured within such period or, if such deficiencies are of such a nature that they cannot be cured within such period and a good faith effort to commence their cure is not made, the Township shall have the right, but not the duty, to enter upon the Common Areas to eliminate any nuisance or other condition dangerous to public health, safety or welfare. The Township may assess the cost of such maintenance against the Association, and if not paid, against its Members equally in the same manner as taxes shall be assessed, and such assessment, if not paid, shall become a lien on the Lots in the Subdivision.

**ARTICLE 5**  
**COVENANTS FOR MAINTENANCE AND CAPITAL CHARGES**

**Section 5.1 Creation Of The Lien And Personal Obligation For Assessments.** Each Owner of a Lot, other than Developer, by accepting title to such Lot, or, by entering into a land contract for

the purchase of such Lot, shall be deemed to covenant and agree to pay to the Association, when due, the assessments described below, regardless of whether or not such covenant shall be expressed in such Owner's instrument of conveyance or land contract:

- A. annual assessments to meet regular Association expenses, which shall include such assessments required to maintain any easement referenced in Section 6.27 of this Declaration; and
- B. special assessments for capital improvements, to be established and collected as set forth below; and
- C. special assessments against Lots and Lot Owners for the maintenance of Lots, to be established and collected as set forth in Section 5.5B below; and
- D. all other assessments for taxes, levies, assessments or other charges lawfully imposed or charged to the Association with respect to the Common Areas.

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

**Section 5.2 Purpose Of Annual Assessments.** The annual assessments levied under this Article 5 shall be used by the Association for the purpose of: (i) promoting the recreation, health, welfare and safety of the residents of the Subdivision; (ii) preserving, improving and maintaining the Common Areas; (iii) providing services and facilities for the benefit of residents of the Subdivision; (iv) maintaining, operating, inspecting and repairing the Storm Drainage Facilities; (v) maintaining, beautifying and improving any streets, parkways, rights-of-way, entrance ways, walkways, bicycle paths, and other common improvements within the Subdivision; and (vi) discharging any taxes, insurance premiums and mortgage installments relating to the Common Areas.

**Section 5.3 Annual Assessments.** Commencing in the year the Association is formed, and for each fiscal year of the Association thereafter, annual assessments shall be levied and paid in the following manner:

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

B. For the first year in which the Association is formed, the annual assessment shall be \$200.00 per Lot. Within thirty (30) days following the beginning of each fiscal year of the Association thereafter, the Board of Directors shall send a written notice of assessment to each Owner stating the amount of the assessment established by the Board of Directors for the ensuing year. Any annual assessment may not be increased by an amount in excess of twenty-five (25%) percent of the annual assessment for the preceding year without the affirmative vote of sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of Members called for such purpose. The quorum requirements for such meeting shall be the same as those specified in Section 5.4 below. Each Owner shall pay said assessment within thirty (30) days from the date said written statement is mailed. Assessments not paid within said thirty (30) day period shall be deemed

delinquent and interest shall accrue on delinquent assessments at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

C. Any Owner who acquires a Lot from Developer or from a person or entity exempt from the payment of assessments under Section 5.7 below, shall pay to the Association, on the date said Lot is conveyed to the Owner, an amount equal to the prorated balance of any annual assessment and special assessment, if any, established for the then current assessment period, based upon the number of days remaining in the then current assessment period from the date of conveyance. For each fiscal year thereafter, such Owner shall be liable for any and all assessments levied in accordance with this Article 5.

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

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

**Section 5.4 Special Assessments For Capital Improvements.** In addition to the annual assessments authorized by Section 5.3 above, the Association may levy a special assessment for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of any improvements on the Common Areas, including any fixtures, equipment and other personal property relating thereto; provided, however, that no such special assessment shall be levied unless first approved by sixty (60%) percent of the total combined Class A and Class B votes, cast in person or by proxy at a meeting of the Members duly called for such purpose. Written notice of such meeting shall be sent to all Members at least thirty (30) days in advance of the meeting, which notice shall set forth the purpose of the meeting. Any such special assessments shall be due and payable according to the terms and conditions and in the manner specified in the resolution of the Association. Any special assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by resolution of the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

The quorum required for the first meeting called for the purpose of voting on a special assessment shall be at least ninety (90%) percent of all the then authorized votes present, either in person or by proxy. If the required quorum is not present at the first meeting called for the purpose of considering the special assessment, another meeting may be called for said purpose, with notice thereof to be given as provided for in this Section 5.4 and the required quorum at any such subsequent meeting shall be reduced to sixty (60%) percent of all then authorized votes present, provided that such second meeting is held within sixty (60) days from the date of the first meeting.

**Section 5.5 Uniform Assessment Rate; Assessments Against Specific Properties.**

A. Subject to Section 5.5B below, all annual, special and deficit assessments of the Association shall be fixed and established at the same rate for all Lots within the Subdivision.

B. In addition to the assessments otherwise authorized in this Article 5, the Association, following written request from Developer or the Architectural Control Committee referred to in Section 7.3 below, may levy a special assessment against one or more specific Lots, for the purpose of maintaining and caring for the surface thereof and any plantings, landscaping or other vegetation located thereon. A special assessment for such purposes shall not be levied except in compliance with the following procedures:



(i) The Developer or the Architectural Control Committee shall determine that the appearance of a Lot, or a portion thereof, significantly detracts from the appearance and attractiveness of the remainder of the Subdivision or otherwise constitutes a violation of the restrictions set forth in Article 6 below.

(ii) Written notice of such determination which specifies the nature of the unsatisfactory condition and the actions required to remedy the unsatisfactory condition shall be delivered to the Owner of the offending Lot.

(iii) The Owner shall have a period of not less than thirty (30) days from the date said Owner receives the above referenced notice to commence the required work.

(iv) If the Owner has not commenced the required work within said thirty (30) day period or, if having commenced such work, it is not completed within a reasonable time after commencement, the Association shall have the right to enter upon the Owner's property, complete the required work and assess the cost against such Lot; provided, however, such cost shall not exceed the reasonable cost for performing such work.

(v) Any assessment levied under this Section 5.5B shall be due and payable thirty (30) days from the date the Owner receives a statement. Any such assessment not paid when due shall be deemed delinquent and interest shall accrue on such delinquent assessment at the interest rate established by the Association's Board of Directors, which interest rate shall not exceed the highest rate allowed by law.

**Section 5.6 Certificate With Respect To Assessments.** Upon the written request of any Owner, the Association shall furnish, within a reasonable time, a written certificate regarding the status of any assessments levied against such Owner's Lot. Any such certificate, when properly issued by the Association, shall be conclusive and binding with regard to the status of the assessment as between the Association and any bona fide purchaser of said Lot described in the certificate and the lender who has taken a lien on said property as security for the repayment of a loan.

**Section 5.7 Exemptions From Assessments.**

A. All Lots owned by Developer shall be exempt from all regular, special and deficiency assessments. Upon conveyance of any Lot by Developer to a Class A Member, the exemption for each such Lot shall thereupon cease and such Lot shall then be liable for the prorated balance of that year's established annual assessment and special assessment, if any. Notwithstanding the foregoing, however, any Lots owned by Developer shall not be exempt from assessments by the Township for real property taxes and other charges.

B. Builders, developers and real estate companies who own or hold any Lot(s) for resale to customers in the ordinary course of business shall not be liable for the payment of any regular, special or deficit assessments imposed by the terms of this Article 5; provided, however, that any exemption established by this Section 5.7B shall cease and terminate as to any Lot in the event construction is not commenced within two (2) years from the date the Lot is acquired by such builder, developer or real estate company.

**Section 5.8 Subordination Of Liens To Mortgages.** The lien for assessments provided for in this Article 5 shall be subordinate to the lien of any mortgage or mortgages held by any bank, savings and loan association, insurance company, mortgage company or other similar institution existing of record at the time the lien for assessments shall be imposed. Sale or transfer of a Lot, or any portion thereof, shall not affect the assessment lien. However, the sale or transfer of any Lot in connection with a mortgage foreclosure proceeding, or any proceeding in lieu thereof, shall extinguish the lien of the assessments, interest and charges,

which became due prior to such sale or transfer, but in no such event shall the prior Owner of said Lot be relieved of any liability for such obligations and debts. No sale or transfer pursuant to any foreclosure proceeding, or any proceeding in lieu thereof, shall relieve any Lot from any assessments thereafter levied or from the lien accruing from such assessments, and no subsequent sale or transfer shall release such Lot from liability for any assessment, interest or charges which thereafter become due or from any lien therefor.

**Section 5.9 Collection Of Assessment And Creation Of Lien.** If any assessment is not paid within thirty (30) days from the date payment is due, the Association may sue the Owner and obtain a personal judgment against said Owner and/or may enforce the lien in the same manner as, and by following similar procedures which are required for, the foreclosure of mortgages, whether by advertisement or judicial action, including the allowance of such costs and reasonable attorneys' fees as would be taxable in the foreclosure of a mortgage.

## **ARTICLE 6 GENERAL RESTRICTIONS**

**Section 6.1 Land And Building Use Restrictions.** All Lots shall be used for private residential purposes only and no building, except an existing building or as specifically authorized elsewhere in this Declaration, shall be erected, re-erected, placed or maintained or permitted to remain thereon, except one (1) single family private dwelling or model home and an attached private garage containing not less than two (2) nor more than four (4) parking spaces for the sole use of the Owner or occupants of the dwelling. No other accessory building or structure may be erected in any manner or location without the prior written consent of Developer.

**Section 6.2 Dwelling Quality And Size.** It is the intention and purpose of this Declaration to insure that all dwellings constructed on the Lots shall be of quality design, workmanship and materials approved by Developer. All dwellings shall be constructed in accordance with the applicable governmental building codes, ordinances and/or regulations and with such further standards as may be required by this Declaration or by Developer, its successors and/or assigns. The minimum square footage of floor area of a dwelling, exclusive of attached garages, steps, opened and/or closed porches, breezeways and similar facilities, shall be: (i) for one-story dwellings, not less than two thousand (2,000) square feet; (ii) for two-story dwellings (including, but not limited to, bi-levels and tri-levels), not less than two thousand two hundred (2,200) square feet.

Notwithstanding the foregoing, Developer or the Architectural Control Committee, as the case may be, shall be entitled to grant exceptions to the above-referenced minimum square footage restrictions to the Owner of a Lot who applies for such exception, subject to the requirements of the Township; provided said Owner demonstrates to the satisfaction of Developer or the Architectural Control Committee, as the case may be, that a reduction in the square footage requirement as to said Owner will not adversely affect the quality of the Subdivision or lessen the value of the homes surrounding the home to be constructed by the Owner on such Lot. Any such exception granted to a Owner shall be evidenced by a written agreement and no such exception shall constitute a waiver of any minimum square footage requirement as to any other Lot or Owner.

**Section 6.3 Building Location.** Except as provided in Section 6.4, all buildings and structures shall be located on each Lot in accordance with the Township's requirements set forth in its zoning ordinance, as the same may be amended from time to time.

**Section 6.4 Lot Size.** The minimum size for each Lot shall be the Lot size established for said Lot in the recorded plat of the Subdivision. In the event more than one (1) Lot, or portions thereof, are developed as a single unit (and except as to the obligation of each Owner for any assessments made against each separate Lot), all restrictions set forth in this Declaration shall apply to such resulting unit in the same manner as to any single Lot.

**Section 6.5 Driveways.** Access driveways and other paved areas for vehicular use on a Lot shall have a base of compacted sand, gravel, crushed stone or other approved base material and shall have a wearing surface of concrete or the equivalent thereof. Plans for driveways, pavement edging or markers must be approved by Developer in writing prior to commencing any construction in accordance with such plans.

**Section 6.6 Natural Drainage Ways.** Where there exists on any Lot(s) a condition of accumulation of storm water remaining over an extended period of time, the Owner may, with the written approval of Developer and the Township, take such steps as shall be necessary to remedy such condition, subject to the provisions of Section 7.1 below and provided that no obstructions or diversions of existing storm drain swales and channels, over and through which storm water naturally flows upon or across any Lot, shall be made by a Owner in such manner as to cause damage to other property.

**Section 6.7 Exterior Surface Of Dwellings And Repetition Of Elevations.** The visible exterior walls of all dwelling structures shall be made of brick, brick veneer, stone, wood, stucco, vinyl or aluminum provided a minimum of fifty (50%) percent of all visible exterior walls are provided as brick, brick veneer or stone. However, the homes on up to twenty (20%) percent of all single family lots may be built as either all stucco or as all wood for a period or theme home as approved by the Committee. All chimneys on exterior building elevations shall be provided as either brick or stone. The use of cement block, slag, cinder block, imitation brick, asphalt and /or any type of commercial siding is expressly prohibited. Windows and doors shall not be included in calculating the total area of visible exterior walls. The same front elevation shall not be repeated within two houses on either side of any house on the same side of the street nor shall it be repeated directly across the street or within two houses on either side of the house that is directly across the street unless approved otherwise by the Committee. All rear elevations shall have some indentation unless approved otherwise by the Committee.

**Section 6.8 Home Occupations, Nuisances And Livestock.** No home occupation, profession or commercial activity that requires members of the public to visit the Owner's home or requires commercial vehicles to travel to and from the Owner's home shall be conducted in any dwelling located on a Lot with the exception of model homes owned by, or the sales activities of, Developer or builders, developers and real estate companies who own or hold any Lots for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon on any Lot or premises nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Lot. No animals or birds shall be maintained on any Lot, except customary house pets for domestic purposes only. All animal life maintained on any Lot shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. No burning of refuse and/or leaves shall be permitted outside the dwelling. No Lot shall be used or maintained as a dumping ground for rubbish or trash, whether occupied or not.

**Section 6.9 Plant Diseases Or Noxious Insects.** No plants, seeds or other things or conditions harboring or breeding infectious plant diseases or noxious insects shall be introduced or maintained upon any part of a Lot.

**Section 6.10 Temporary Buildings, Damaged Dwellings And Reconstruction.** No trailer, mobile home, van, tent, shack, garage, barn, out-building or structure of a temporary character shall be used at any time as a temporary or permanent residence, nor shall any basement be used for such purposes; provided however, that the foregoing restriction shall not apply to any activities by Developer or any builder, developer or real estate company during any sales and/or construction periods. All permanent dwellings shall be completed within two (2) years from the commencement of construction. No old or used buildings of any kind whatsoever shall be moved or reconstructed on any Lot. Any building damaged or destroyed by any cause, for which repair or reconstruction has not commenced within six (6) months from the date of damage or destruction, shall be removed so that there are no ruins or debris remaining within six (6) months from the date of damage or destruction. Any building which is not completed within two (2) years from

commencement of construction or any damage or destruction not promptly remedied shall be deemed a nuisance and may be abated as provided by law. Any and all property within any public or private road or right-of-way which is disturbed by reason of any work performed by a Owner, or said Owner's agents, servants, employees or independent contractors, in erecting any building or structure on said Owner's Lot shall be restored by said Owner, at his sole expense, to its condition immediately prior to the commencement of such work. Said restoration shall be performed immediately following the completion of said work or, if such work is not completed, within a reasonable time following the date the work stopped.

**Section 6.11 Soil Removal.** Soil removal from Lots shall not be permitted, except as required for building construction and as permitted by Developer. In addition, all construction shall be subject to the requirements of the Michigan Soil Erosion and Sedimentation Control Act, as amended, and all other applicable statutes, ordinances, rules and regulations of all governmental agencies having jurisdiction over such activities.

**Section 6.12 Underground Wiring.** No permanent lines or wires for communication or other transmission of electrical or power (except transmission lines located on existing or proposed easements) shall be constructed, placed or permitted to be placed anywhere above ground on a Lot other than within buildings or structures.

**Section 6.13 Maintenance Of Side Strips.** Owners shall be responsible for the maintenance of parkways, walkways, bicycle paths or public rights-of-way located between their lot lines and edges of street pavements on which said Lots abut.

**Section 6.14 Tree Removal.** Clear-cutting or removal of trees greater than six (6") inch caliper at breast height shall not be permitted unless such clear-cutting or tree removal is in compliance with all applicable municipal ordinances, and approved by Developer. Prior to commencement of construction, each Owner shall submit to Developer for its approval, a plan for the preservation of trees in connection with the construction process. It shall be the responsibility of each Owner to maintain and preserve all large trees on his Lot, which responsibility includes welling trees, if necessary.

**Section 6.15 Performance Of Construction.** No building shall be erected on any Lot except by a contractor licensed by the State of Michigan for such purpose.

**Section 6.16 Vehicular Parking And Storage.** No trailer, mobile home, bus, boat trailer, boat, camping vehicle, motorcycle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on any Lot, unless stored fully enclosed within an attached garage or similar structure; provided, however, that builders' sales and construction trailers, trucks and equipment may be parked and used on any Lot during construction operations. No commercial vehicle lawfully upon any Lot for business shall remain on such Lot except in the ordinary course of business and in conformity with all applicable laws and/or ordinances.

**Section 6.17 Garbage And Refuse.** Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring property owners. No outside storage for refuse or garbage shall be maintained or used unless the same shall be properly concealed. The burning or incineration of rubbish, trash, construction materials or other waste outside of any residential dwelling is strictly prohibited.

**Section 6.18 Fences And Obstructions.** No perimeter fences, walls or similar structures shall be erected on any Lot within the front yard area formed by the front Lot line (including corner Lots that have two (2) front yards), the side Lot lines and a connecting line which shall be the rearmost exterior wall of the residential dwelling. No other fences, walls or similar structures shall be erected on any Lot without the prior written approval of Developer. Fences enclosing swimming pools approved by the Association under Section 6.21 shall be permitted if approved by the Association and the Township. In addition, no fence, wall, structure, planting or obstruction shall be erected, established or maintained on any corner within a triangular area formed by the street lines and a connecting line which is at a point twenty-five (25') feet from the

intersection of such street lines, which shall have a height that is more than two (2') feet; provided, however, shade trees with wide branches which are at least eight (8') feet above ground shall be permitted within such area. In no event shall chain link fences be permitted on any Lot.

**Section 6.19 Landscaping And Grass Cutting.** Upon completion of a residential dwelling on any Lot, the Owner thereof shall cause such Lot to be finish graded, seeded or sodded and suitably landscaped as soon after such completion as weather permits, and in any event within six (6) months from the date of completion. When weeds or grass located on any Lot exceed six (6") inches in height, the Owner shall mow or cut said weeds and grass over the entire Lot except in wooded areas and Wetlands. If said Owner fails to mow or cut weeds or grass within ten (10) days after being notified in writing, the Developer or the Association may perform such work and the cost thereof shall become a lien upon the Lot until paid. All Lots owned by Developer or by a builder who owns Lots for resale in the ordinary course of business shall be exempt from the foregoing restrictions contained in this Section 6.19. Upon conveyance of any Lot by Developer or a builder to a Owner other than Developer or a builder, the exemption for said Lot shall thereupon cease and such Lot shall be subject to all of the restrictions contained in this Section 6.19.

**Section 6.20 Motorized Vehicles.** No trail bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated on any Lot or in any Common Areas.

**Section 6.21 Swimming Pools, Tennis Courts And Other Structures.** No swimming pools, tennis courts, outdoor whirlpools, hot tubs, or other recreational structures shall be constructed on any Lot until such time as Developer or Developer's representative has resigned as the sole Director of the Association and Developer has assigned its rights under this Article 6 to the Architectural Control Committee. Thereafter, no swimming pool or other recreational structure shall be constructed on any Lot unless approved by the Architectural Control Committee. No above-ground swimming pools shall be permitted. The construction of any swimming pool or other recreational structure which has been approved in writing by the Architectural Control Committee shall be constructed in accordance with this Declaration and with all applicable local ordinances and/or state laws.

Recreational structures, including swimming pools, tennis courts, whirlpools, hot tubs and the like, if permitted in writing by the Architectural Control Committee, shall be screened from any street lying entirely within the Subdivision, by wall, solid fence, evergreen hedge or other visual barrier as approved in writing by the Architectural Control Committee and in compliance with all laws and governmental regulations and ordinances pertaining thereto.

**Section 6.22 Lawn Fertilization.** Any fertilizer used on any Lot shall be phosphate free. The Township may regulate the type of fertilizers that may be used on any Lot.

**Section 6.23 Signs; Illumination.** No signs of any kind shall be placed upon any Lot or on any building or structure located on a Lot, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer and the Township, with the exception of: (i) non-illuminated signs which are not more than four (4') square feet in area pertaining only to the sale of the premises upon which it is maintained; (ii) non-illuminated signs which are not more than four (4') square feet in area pertaining only to a garage sale conducted on the premises, which garage sale and sign placement shall not exceed three (3) days; and (iii) temporary political signs as defined by and in accordance with Township ordinances. The foregoing restrictions contained in this Section 6.23 shall not apply to such signs as may be installed or erected on any Lot by Developer or any builder who owns Lots for resale in the ordinary course of business, during any construction period or during such periods as any residence may be used as a model or for display purposes.

No exterior illumination of any kind shall be placed or allowed on any portion of a Lot other than on a residential dwelling, unless first approved by Developer. Developer shall approve such illumination only if the type, intensity and style thereof are compatible with the style and character of the development of the Lot.

**Section 6.24 Objectionable Sights.** Exterior fuel tanks, above ground, shall not be permitted. The stockpiling and storage of building and landscape materials and/or equipment shall not be permitted on any Lot, except such materials and/or equipment as may be used within a reasonable length of time. In no event shall the storage of landscape materials extend for a period of more than thirty (30) days. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of the dwelling. No television or radio antennae or satellite dishes (except those which are less than twenty-four (24") inches in diameter) shall be constructed or erected upon the exterior of any dwelling on any Lot, without the prior written approval of Developer.

**Section 6.25 Maintenance.** The Owner of each Lot and the occupants of any portion of the Property shall keep all buildings and grounds in good condition and repair.

**Section 6.26 Real Estate Sales Office.** Notwithstanding anything to the contrary contained in this Declaration, Developer, and/or any builder which Developer may designate, may construct and maintain on any Lot a real estate sales office, with such promotional signs as Developer or said builder may determine and/or model homes for such purposes; Developer and any such designated builder may continue such activity until such time as all of the Lots in which Developer and such builder have an interest are sold.

**Section 6.27 Wetlands.** The Subdivision contains wetlands which are regulated by the Michigan Department of Environmental Quality ("MDEQ") and are subject to Conservation Easements between Developer and MDEQ that have been or will be recorded with the Wayne County Register of Deeds (the "Conservation Easements"). The boundaries of the wetlands are identified on the RUD Plan. Certain Lots as shown on recorded plats contain regulated wetlands. No wetlands shall be modified in any manner, including, but not limited to, altering the topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the wetlands, unless a permit for such modification has been issued by MDEQ and all other governmental units or agencies having jurisdiction over the wetlands in the Subdivision, and unless such modification is approved by Developer during the period in which Developer remains a Class B Member of the Association and by the Association thereafter. MDEQ has the right under the Conservation Easements, upon reasonable notice to the proper Owner or the Association, whichever is applicable, to enter upon and inspect any wetlands area in the Subdivision to determine whether the wetlands are being maintained in compliance with the terms of the Conservation Easements.

**Section 6.28 Floodplain Areas.** The Subdivision contains certain areas that lie within the designated floodplain areas of Fellows Creek and Ingall Drain. The plat for the Subdivision identifies the one hundred (100) year flood elevations defining the limits of the floodplains within the Subdivision which vary from 831.3 N.G.V. Datum at Napier Road to 797.5 N.G.V. Datum at Arbor Road. No construction, filling or excavation within the floodplain areas shall take place without prior written approval from MDEQ and all other governmental units or agencies having jurisdiction over the floodplain area in the Subdivision, and unless such action is approved by Developer during the period in which Developer remains a Class B Member of the Association and by the Association thereafter. Any building used or capable of being used for residential purposes and occupancy that is affected by the designated floodplains shall comply with all of the following requirements following MDEQ approval:

A. The building shall have lower floors, excluding basements, not lower than the elevation defining the floodplain limits.

B. The building shall have openings into the basement not lower than the elevation defining the floodplain limits.

C. The building shall have basement walls and floors, if below the elevation defining the floodplain limits, which are water tight and designed to withstand hydrostatic pressures from a water level equal to the elevation of the contour defining the floodplain limits following methods and procedures outlined in Chapter 5 for Type A construction and Chapter 6 for Class 1

loads found in the publication entitled "Flood Proofing Regulations", EP11652314, prepared by the office of the chief of engineers, United States Army, Washington, D.C., June, 1972. Regulations show typical foundation drainage and waterproofing details.

D. The building shall be equipped with a positive means of preventing sewer back-up from sewer lines and drains which serve the building.

E. The building shall be properly anchored to prevent flotation.

Notwithstanding anything to the contrary contained herein, the provisions of this Section 6.28 shall be observed in perpetuity and may not be amended without the prior written approval of the MDEQ.

**Section 6.29 Easements.** Easements for the construction, installation, maintenance and replacement of public utilities, surface drainage facilities, sanitary sewer, storm sewer and water supply facilities are indicated on the recorded plat for the Subdivision. Subject to all applicable state laws and municipal ordinances, easements for the construction, installation, maintenance and replacement of public utilities, surface drainage facilities, sanitary sewer, storm sewer, water supply facilities, recreational facilities, golf courses, walkways, bicycle paths and ingress and egress are hereby reserved to Developer, its successors and assigns, over, under and across Common Areas and as may be indicated on the recorded plat for the Subdivision and/or as may otherwise appear of record and/or as may hereafter be required in the sole discretion of Developer; provided such easements are established in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. The use of such easements, or any portion thereof, may be assigned by Developer at any time to any person, firm, corporation, governmental agency or municipal authority or department furnishing one or more of the foregoing services and/or facilities and any such easements hereby reserved may be relinquished and waived, in whole or in part, by Developer, by the filing of record of an appropriate instrument of relinquishment; provided such waiver or relinquishment is in accordance with all applicable laws, rules and regulations, including the commencement of legal proceedings, if necessary. Developer shall have the right and authority at any time to enter into such maintenance or other agreements with any governmental authority or other party as Developer may determine to be necessary or appropriate for the purpose of providing for the maintenance, repair or replacement of any such easements or facilities located upon, over, under or through such easement and for the further purpose of providing for assessments for such purpose against any or all of the Lots within the Subdivision. To the extent provided for in any such agreement(s), such assessments shall be levied as provided for therein and shall constitute a lien upon the Lot(s) upon which it is levied. No structure, landscaping or other materials shall be placed or permitted to remain within any of the foregoing easements which may damage or interfere with the installation or maintenance of the aforesaid utilities or which may change, obstruct or retard the flow or direction of water in, on or through any drainage channels, if any, in such easements, nor shall any change be made by any Owner in the finished grade of any Lot once established by the builder of any residential dwelling thereon, without the prior written consent of Developer. Developer and its successors and assigns shall have access over each Lot for the maintenance of all improvements in, on, over and/or under any easement which burdens such Lot, without charge or liability for damages. Except as may otherwise be provided in this Declaration or in any maintenance agreement made between Developer and any governmental authority, each Owner shall maintain the service area of all easements within his Lot, keep grass and weeds cut, keep the area free of trash and debris and take such actions as may be necessary to eliminate or minimize surface erosion. Each Owner shall be liable for any damage to any improvements which are located in, on, over and/or under the subject easement, including, but not limited to, damage to electric, gas, telephone and other utility and communication distribution lines and facilities, which damage arises as a consequence of any act or omission of the Owner and/or his agents, contractors, invitees and/or licensees.

**Section 6.30 Reciprocal Negative Easements.** Unless otherwise expressly provided for in this Declaration, no mutual or reciprocal negative easements shall be deemed to arise or be created hereunder with respect to any land situated outside the boundaries of the Subdivision.

**ARTICLE 7**  
**ARCHITECTURAL CONTROLS**

**Section 7.1 Architectural Controls.** It is understood and agreed that the purpose of architectural controls is to promote an attractive, harmonious residential development having continuing appeal. Accordingly, unless and until the construction plans and specification are submitted to, and approved in writing by, Developer in accordance with the provisions of Section 7.2 below, (i) no building, fence, wall or other structure shall be commenced, erected or maintained on any Lot, and (ii) no addition, change or alteration on any Lot shall be made, except for interior alterations.

**Section 7.2 Submission Of Plans And Plan Approval.** All plans, specifications and other related materials with respect to a Lot shall be filed in the office of Developer, or with any agent specified by Developer, for approval or disapproval. Said construction plans and specifications shall show the nature, kind, shape, height, materials (including samples of exterior building materials upon request), approximate cost of such building or other structure, proposed drainage of surface water, location and grade of all buildings, structures and improvements, as well as utilities and parking areas for the subject Lot. Developer shall have sole authority to review, approve or disapprove the plans or specifications and/or any part thereof. Developer shall have the right to refuse to approve any plans or specifications or grading plans, or portions thereof, which are not suitable or desirable in the sole discretion of Developer, for aesthetic or other reasons. In considering such plans and specifications, Developer shall have the right to take into consideration compatibility of the proposed building or other structures with the surroundings and the effect of the building or other structure on the view from adjacent or neighboring properties. It is desired that the natural landscape and trees be left in their natural state as much as possible or practical.

A report in writing setting forth the decision of Developer, and the reasons therefor, shall be furnished to the applicant by Developer within thirty (30) days from the date of filing of complete plans, specifications and other materials by the applicant. Developer will aid and cooperate with prospective builders and Owners and make suggestions based upon its review of preliminary sketches. Prospective builders and Owners are encouraged to submit preliminary sketches for informal comment prior to the submission of architectural drawings and specifications. Failure of Developer to give written notice of its disapproval of any final architectural plans and/or specifications submitted pursuant to the requirements of this Article 7 within thirty (30) days from the date submitted shall constitute disapproval thereof. Developer shall be entitled to charge each applicant a review fee in an amount not to exceed Two Hundred Fifty and 00/100 (\$250.00) Dollars, to reimburse Developer for any actual costs incurred in connection with the review of said applicant's plans, specifications and related materials.

Neither Developer nor any person(s) or entity(ies) to which it delegates any of its rights, duties or obligations hereunder, including, without limitation, the Association and Architectural Control Committee, shall incur any liability whatsoever for approving or failing or refusing to approve all or any part of any submitted plans and/or specifications. Developer hereby reserves the right to enter into agreements with the grantee (or vendee) of any Lot (without the consent of grantees or vendees of other Lots, or adjoining or adjacent property) to deviate from any or all of the restrictions set forth in this Declaration, provided that said grantee or vendee demonstrates that the application of the particular restriction(s) in question would create practical difficulties or hardships for said grantee or vendee. Any such deviation shall be evidenced by a written agreement and no such deviation or agreement shall constitute a waiver of any such restriction as to any other Lot or Owner.

**Section 7.3 Architectural Control Committee.** At such time as the fee simple interest in ninety-five (95%) percent of the Lots have been conveyed by Developer, or, at such earlier time as Developer may elect, Developer shall delegate and assign all of its rights, duties and obligations as set forth in Articles 6 and 7, to a Committee representing only the Owners of Lots, provided that such assignment shall be accomplished by a written instrument wherein the assignee expressly accepts such powers and rights. Such instrument, when executed by the assignee shall, without further act, release Developer from the obligations and duties in connection therewith. If such assignment or delegation is made, the acts and decisions of the



assignee or delegatee as to any matters herein set forth shall be binding upon all interested parties. All Members of the Architectural Control Committee shall be Owners of Lots. If Developer assigns its rights and obligations under Articles 6 and 7 to an Architectural Control Committee, said Committee shall consist of no less than three (3) and no more than five (5) Owners of Lots, to be appointed by Developer. Developer may transfer his right to appoint members of the Architectural Control Committee to the Lot Owners. Until such time, however, Developer reserves the right to appoint and remove members of the Committee in its sole discretion. If, at the time Developer delegates to the Architectural Control Committee Developer's rights, duties and obligations under Articles 6 and 7, Developer continues to own any Lots within the Subdivision, and/or Developer has not completed the construction of any Common Area improvements that Developer has elected to construct within the Subdivision, Developer shall retain the sole and exclusive right to approve all plans, specifications and other related materials and to otherwise exercise any rights, duties and obligations under Articles 6 and 7, with respect to such Lots and Common Area improvements.

## **ARTICLE 8**

### **GENERAL PROVISIONS**

**Section 8.1 Amendment.** The covenants, conditions, restrictions and agreements of this Declaration after a final plat for the Subdivision has been recorded, may be amended by Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or other portion of the Property, including mortgagees and others), at any time prior to the sale of the first Lot in the Subdivision, subject to the approval of the Township if such approval is required. In addition, provided that Developer has an ownership interest in all, or any part, of the Property, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or other portion of the Property, including mortgagees and others), may amend this Declaration as may be necessary or required to comply with the requirements of any federal, state, county or local statute, ordinance, rule, regulation or formal requirement relating to the Property or any part thereof.

Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have any interest in any Lot or other portion of the Property, including mortgagees and others), shall also have the right to amend, modify or terminate, in whole or in part, the covenants, conditions, restrictions and agreements of this Declaration, as they relate to any subsequent phase of the Project prior to the sale of the first Lot in such phase, as the case may be, subject to the approval of the Township if such approval is required. In addition, Developer, without the consent of any other Owner or any other person or entity whatsoever (whether or not any such person or entity shall now or hereafter have an interest in any Lot or other portion of the Property, including mortgagees and others), may unilaterally, at any time, amend this Declaration to add additional land and/or phases to the Property and the Subdivision, in which event the covenants, conditions, restrictions and agreements of this Declaration shall apply to such additional land and/or phases and the lots therein, except as may be otherwise specified in the amendment recorded by Developer.

In addition to the foregoing, the covenants, conditions, restrictions and agreements of this Declaration, as they relate to any Subdivision for which a final plat has been recorded, may be amended at any time following the date on which a Lot within such Subdivision has been sold and conveyed by Developer, by a written instrument signed by: (i) the Owners of seventy-five (75%) percent of the total Lots contained within such Subdivision; and (ii) Developer, in the event Developer then continues to own any Lots or any other portion of the Subdivision. Notwithstanding the foregoing, any and all such amendments shall be subject to the approval of the Township if such approval is required.

**Section 8.2 Term.** The covenants, conditions, restrictions and agreements of this Declaration shall continue in full force and effect and shall run with and bind the land for a period of twenty (20) years from the date this Declaration is recorded and shall thereafter automatically be extended for successive periods of ten (10) years each, unless terminated by written instrument executed by: (i) the Owners of not less than seventy-five (75%) percent of the total Lots in the Subdivision and (ii) Developer, in the event Developer then continues to own any Lots or any other portion of the Property.

**Section 8.3 Enforcement.** Developer, the Association or any Owner shall have the right to enforce, by proceedings at law or in equity, all covenants, conditions, restrictions, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by Developer, the Association or any Owner to enforce any covenants or restrictions herein contained shall in no event be deemed a waiver thereof or a waiver of any right to enforce the same at any time thereafter.

**Section 8.4 Insurance Proceeds.** All proceeds of any insurance maintained with respect to any assets of the Association and/or the Common Areas (if said Common Areas have been conveyed to the Association), and all proceeds of any condemnation proceedings or sales in lieu of condemnation relating to the assets of the Association and/or the Common Areas (if said Common Areas have been conveyed to the Association) shall be paid to the Association and shall be the property of the Association and not of its Members or any other persons or entities.

**Section 8.5 Severability.** The invalidation of any one or more of the covenants, conditions, restrictions and agreements of this Declaration by judgment or court order, shall in no way affect the validity of any of the other provisions of this Declaration, and the same shall remain in full force and effect.

**Section 8.6 Notices.** Each Owner shall file the correct mailing address of such Owner with Developer and shall promptly notify Developer in writing of any subsequent change of address. Developer shall maintain a file of such addresses and make the same available to the Association. A written or printed notice, deposited in the United States Mail, postage prepaid and addressed to any Owner at his last known address shall be sufficient and proper notice to such Owner, wherever notices are required in this Declaration.

**Section 8.7 Number And Gender.** As used in this Declaration, any gender shall include any other gender, the plural shall include the singular and the singular shall include the plural, whenever appropriate.

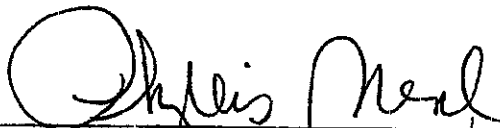
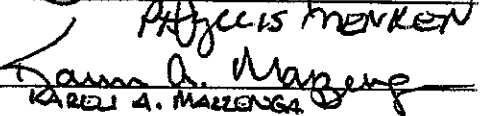
**Section 8.8 Execution Of Additional Documents.** Each Owner, at no expense to itself, hereby agrees, at the request of Developer or the Association, to perform such further acts and execute all such further documents as may be required or desirable in the sole discretion of Developer or the Association, to carry out the purposes of this Declaration.


**Section 8.9 Assignment Of Developer's Rights.** Subject to Article 8, Developer shall have the right to assign all of its rights and obligations under this Declaration, including the power to approve or disapprove any act, use or proposed action, to any other person or entity or to the Association. Any such assignment shall be made by appropriate instrument in writing duly recorded in the office of the Wayne County Register of Deeds.

THIS DECLARATION was executed as of the date and year first set forth above.

WITNESSES:

PULTE HOMES OF MICHIGAN CORPORATION,  
a Michigan corporation

  
Phyllis Neal  
  
Karen A. Mazzenga

By:   
Howard A. Fingerroot  
Its: Director Of Marketing

STATE OF MICHIGAN )  
 )ss.  
COUNTY OF OAKLAND )

The foregoing instrument was acknowledged before me this 17th day of March, 1997, by Howard A. Fingeroot, the Director Of Marketing of Pulte Homes of Michigan Corporation, a Michigan corporation, on behalf of the corporation.

*Karen A. Mazzenga*  
Notary Public, Oakland County, MI  
My Commission Expires: \_\_\_\_\_

KAREN A. MAZZENGA  
NOTARY PUBLIC - MACOMB COUNTY, MI  
MY COMMISSION EXPIRES 08/20/99  
ACTING IN OAKLAND COUNTY

APPROVED AS TO FORM:

*Ronald E. Witthoff*  
RONALD E. WITTHOFF, ESQ.  
Township Attorney  
*By Consent*

LEGAL DESCRIPTION OF THE PROPERTY

LAND IN THE TOWNSHIP OF PLYMOUTH, WAYNE COUNTY, MICHIGAN, DESCRIBED AS:

"COUNTRY ACRES OF PLYMOUTH NO. 1", A PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 31, T-1-S., R-8-E., PLYMOUTH TOWNSHIP, WAYNE COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE SOUTHWEST 1/4 OF SAID SECTION 31; THENCE N. 88°21'31" E., 2040.37 FEET ALONG THE SOUTH LINE OF SAID SECTION 31 (JOY ROAD) TO THE SOUTHWEST CORNER OF "FORSHEE SUBDIVISION" AS RECORDED IN LIBER 88, PAGE 94 OF PLATS, WAYNE COUNTY RECORDS; THENCE N. 00°01'30" E., 58.09 FEET ALONG THE WEST LINE OF SAID SUBDIVISION TO THE POINT OF BEGINNING, SAID POINT BEING IN ANN ARBOR ROAD; THENCE CONTINUING N. 00°01'30" E., 65.22 FEET; THENCE N. 23°04'50" W., 342.43 FEET; THENCE N. 13°28'38" E., 1480.60 FEET; THENCE N. 03°12'01" W., 764.13 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 31; THENCE S. 89°50'09" W., 156.60 FEET ALONG SAID LINE; THENCE N. 00°46'47" E., 603.76 FEET; THENCE DUE EAST 768.62 FEET; THENCE N. 01°10'13" E., 222.32 FEET; THENCE N. 69°12'00" E., 157.12 FEET; THENCE N. 02°34'35" E., 240.43 FEET; THENCE ALONG A CURVE TO THE RIGHT 56.46 FEET, SAID CURVE HAVING A RADIUS OF 695.00 FEET, CENTRAL ANGLE OF 04°39'15" AND A LONG CHORD BEARING OF S. 85°05'49" E., 56.44 FEET; THENCE N. 00°46'47" E., 323.16 FEET; THENCE S. 89°13'13" E., 218.39 FEET; THENCE S. 86°32'14" E., 60.00 FEET; THENCE ALONG A CURVE TO THE RIGHT 60.89 FEET, SAID CURVE HAVING A RADIUS OF 1530.00 FEET, CENTRAL ANGLE OF 02°16'49" AND A LONG CHORD BEARING OF S. 04°36'09" W., 60.89 FEET; THENCE S. 84°15'22" E., 216.55 FEET; THENCE S. 00°46'40" W., 23.06 FEET; THENCE S. 89°56'20" E., 222.96 FEET; THENCE N. 00°03'40" E., 9.87 FEET; THENCE S. 89°56'20" E., 294.40 FEET TO THE NORTHWEST CORNER OF "PINE RIDGE ESTATES SUBDIVISION" AS RECORDED IN LIBER 104, PAGES 44 THROUGH 47 OF PLATS, WAYNE COUNTY RECORDS; THE FOLLOWING TWO COURSES BEING ALONG THE WEST AND SOUTH LINES OF SAID SUBDIVISION: (1) S. 00°29'14" W., 1325.39 FEET TO A POINT ON THE EAST-WEST 1/4 LINE OF SAID SECTION 31, AND (2) N. 89°33'24" E., 291.92 FEET ALONG THE SOUTH LINE OF SAID SUBDIVISION AND FOLLOWING THE EAST-WEST 1/4 LINE; THENCE S. 00°43'47" E., 965.00 FEET; THENCE N. 87°38'46" W., 675.63 FEET; THENCE S. 01°50'14" E., 162.36 FEET TO INTERMEDIATE TRAVERSE POINT "A"; THENCE CONTINUING ALONG SAID LINE S. 01°50'14" E., 46.00 FEET, MORE OR LESS, TO A POINT ON THE WATER'S EDGE OF AN UNNAMED POND; THENCE WESTERLY, SOUTHERLY, AND EASTERLY ALONG SAID WATER'S EDGE APPROXIMATELY 565 FEET; THENCE S. 01°50'14" E., 46 FEET, MORE OR LESS, TO INTERMEDIATE TRAVERSE POINT "B", SAID WATER'S EDGE BEING DEFINED BY THE FOLLOWING INTERMEDIATE TRAVERSE LINE, BEGINNING AT THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "A"; THENCE S. 76°00'00" W., 273.00 FEET; THENCE S. 07°00'00" E., 104.75 FEET; THENCE S. 77°00'00" E., 266.33 FEET TO THE ABOVE MENTIONED INTERMEDIATE TRAVERSE POINT "B"; THENCE S. 01°16'22" W., 57.10 FEET TO A POINT IN ANN ARBOR ROAD, SAID POINT BEING ON THE NORTHERLY LINE OF SAID "FORSHEE SUBDIVISION"; THENCE S. 66°55'10" W., 1777.20 FEET ALONG THE NORTHERLY LINE OF SAID "FORSHEE SUBDIVISION" AND FOLLOWING ANN ARBOR ROAD TO THE POINT OF BEGINNING AND CONTAINING 140.9 ACRES, MORE OR LESS, INCLUDING ALL LANDS BETWEEN THE INTERMEDIATE TRAVERSE LINE AND THE WATER'S EDGE, COMPRISING OF 118 LOTS NUMBERED 1 THROUGH 118, INCLUSIVE, AND THREE PRIVATE OPEN SPACES.

DRAFTED BY:

NANCY S. HARRISON, ESQ.  
Seyburn, Kahn, Ginn, Bess,  
Deitch & Serlin, P.C.  
2000 Town Center, Suite 1500  
Southfield, Michigan 48075-1195

WHEN RECORDED RETURN TO:

TOWNSHIP CLERK  
Township Of Plymouth  
42350 Ann Arbor Road  
Plymouth, Michigan 48170