

ARTICLES OF INCORPORATION

THE WEST CONDOMINIUM ASSOCIATION

The purpose or purposes for which the corporation is organized are as follows:

- (a) To manage and administer the affairs of and to maintain Crosswinds West Condominium, a condominium (hereinafter called the "CONDOMINIUM");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in management, operation, maintenance and administration of said CONDOMINIUM;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said CONDOMINIUM;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as Landlord or Tenant) any real and personal property, including, but not limited to, any apartment in the CONDOMINIUM or any other real property, whether or not contiguous to the CONDOMINIUM, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

ARTICLE III

Said corporation is organized upon a non-stock membership basis.
(Specify type of non-stock)

The total number of shares of stock which the corporation shall have authority to issue is of the par value of \$_____ per share.

A statement of all or any of the designations and the powers, preferences and rights, and the qualifications, limitations or restrictions thereof is as follows: ---

(b)

(If upon a non-stock basis strike out paragraph (a) above and fill in the following)
The amount of assets which said corporation possesses is:

*Real Property: NONE

*Personal Property: NONE

*(Give description and value. If none, insert "none")

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

Assessment of members

ARTICLE IV.

(1) The address of the initial registered office is (See part 2 of Instructions)

20300 W. Twelve Mile, Ste. 200 Southfield, Michigan 48076
(Name and Street) (Town or City) (Zip Code)

(2) The mailing address of the initial registered office is (need not be completed unless different from the above address--See part 2 of Instructions)

(Name and Street) (Town or City) (Zip Code)

(3) The name of the initial resident agent at the registered office is

Jerome C. Gropman

ARTICLE V.

The names and addresses of the incorporators are as follows:

Names	Residence or Business Address
Sandra Gliebberman	20300 W. Twelve Mile, Ste. 200, Southfield, MI 48076
Bernard Gliebberman	20300 W. Twelve Mile, Ste. 200, Southfield, MI 48076
Gertrude Zieberman	20300 W. Twelve Mile, Ste. 200, Southfield, MI 48076

ARTICLE VI.

The names and addresses of the first board of directors (or trustees) are as follows:

NAMES	RESIDENCE OR BUSINESS ADDRESS
Sandra Gliberman	20300 W. Twelve Mile, Ste. 200, Southfield, MI 48076
Bernard Gliberman	20300 W. Twelve Mile, Ste. 200, Southfield, MI 48076
Gertrude Zicherman	20300 W. Twelve Mile, Ste. 200, Southfield, MI 48076

ARTICLE VII.

(Here insert any desired additional provisions authorized by the Act)

The term of corporate existence is perpetual.

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:

(See Addendum "B" attached hereto)

We, the incorporators of the above named corporation, hereby sign these Articles of Incorporation on this 27th day of June, 1983.

Sandra Gliberman
Sandra Gliberman

Bernard Gliberman
Bernard Gliberman

Gertrude Zicherman
Gertrude Zicherman

(See Instructions on Reverse Side)

1118

MICHIGAN DEPARTMENT OF COMMERCE — CORPORATION AND SECURITIES BUREAU	
Date Received JUL 1 1983	FILED JUL 15 1983 ADMINISTRATIVE MICHIGAN DEPARTMENT OF COMMERCE Corporation & Securities Bureau

C45-102
(Rev. 7-75)

INFORMATION AND INSTRUCTIONS

Articles of Incorporation—Non-Profit Corporations (Excluding Ecclesiastical Corporations)

1. Article II should state, in general terms, the specific purpose or object for which the corporation is organized.
2. Article IV—A post office box is not permitted to be designated as the address of the registered office in part 1 of Article IV. The mailing address in part 2 of Article IV may differ from the address of the registered office only if a post office box address in the same city as the registered office is designated as the mailing address.
3. Article V—At least three incorporators are required. Article VI—At least three directors (or trustees) are required. The addresses should include a street number and name (or other designation), in addition to the name of the city and state.
4. The duration of the corporation should be stated in the Articles only if the duration is not perpetual.
5. The Articles must be signed in ink by each incorporator. The names of the incorporators as set out in Article V should correspond with the signatures.
6. An effective date, not later than 90 days subsequent to the date of filing, may be stated in the Articles of Incorporation.
7. One original copy of the Articles is required. A true copy will be prepared by the Corporation and Securities Bureau and returned to the person submitting the Articles for filing.
8. FEES: \$10.00 filing plus \$10.00 franchise; total \$20.00. Checks or money orders should be made payable to the State of Michigan.
9. Mail Articles of Incorporation and fees to:

Michigan Department of Commerce
Corporation and Securities Bureau
Corporation Division
P. O. Drawer C
Lansing, Michigan 48904

APPENDUM "A" TO ARTICLE II
to Articles of Incorporation
by The West Condominium Association

- (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 By-Laws of the CONDOMINIUM and of these Articles of Incorporation and such By-Laws and Rules and Regulations of this corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said CONDOMINIUM by the CONDOMINIUM Master Deed or By-Laws or by Act No. 59 of Public Acts of 1978 as amended by Act 538 of the Public Acts of 1982 and as may be further from time to time amended;
- (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.

APPENDUM "B" TO ARTICLE VII
to Articles of Incorporation
by The West Condominium Association

- (a) Each co-owner (including the DEVELOPER) of an apartment in the CONDOMINIUM shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as herein-after provided.
- (b) Membership in the corporation (except with respect to any non-co-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to an apartment in the CONDOMINIUM and by recording with the Register of Deeds in the County where the CONDOMINIUM is located, a deed or other instrument establishing a change of record title to such apartment 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.
- (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 apartment in the CONDOMINIUM.
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this corporation.

15250r277

15250r277

CONSOLIDATED MASTER DEED

CROSSWINDS WEST CONDOMINIUM

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

15250r277

15250r277

CROSSWINDS WEST CONDOMINIUM ASSOCIATION, a Michigan corporation, whose address is P.O. Box 28, Novi, Michigan 48316, being charged with the management and administration of the WEST CONDOMINIUM, a Condominium established pursuant to the MASTER DEED dated March 12, 1984, and recorded March 19, 1984, in Liber 8620, Pages 376 through 425, inclusive Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 371, as amended, hereby amends said MASTER DEED of CROSSWINDS WEST CONDOMINIUM, as amended, in its entirety, pursuant to the authority reserved in Paragraph 8 thereof. Upon recording of this CONSOLIDATED MASTER DEED in the Office of the Oakland County Register of Deeds, said previously recorded MASTER DEED shall be superseded and replaced.

W I T N E S S E T H:

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

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

ARTICLE I

TITLE AND NATURE

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

deed

1

O.K. - LM

OK - T. SMITH

15250279

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

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

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

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

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

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

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

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

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

K. "DEVELOPER" - INTENTIONALLY DELETED.

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

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

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

O. "FELMC" - INTENTIONALLY DELETED.

P. "CONSOLIDATING MASTER DEED" means the final amended MASTER DEED which shall describe CROSSWINDS WEST CONDOMINIUM as a completed CONDOMINIUM PROJECT and shall reflect the entire land area added to the CONDOMINIUM from time to time under ARTICLE IX hereof and all units and common elements therein, and which shall express percentages of value pertinent to each UNIT as finally

deed

US:152506278
ARTICLE II

LEGAL DESCRIPTION

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

~~(A parcel of land being part of the N.E. 1/4 of Section 36, T.1N., R.8E, City of Novi, Oakland County, Michigan, described as beginning at point located distant N.89 degrees 06'41"E 1432.38 feet along the North line of said Section 36 (centerline of Nine Mile Road), from the N. 1/4 corner of said Section 36; thence continuing N.89 degrees 06'41"E along said North line, a distance of 365.99 feet; thence S.00 degrees 53'19"E 369.00 feet; thence N.89 degrees 06'41"E 200.00 feet; thence N.64 degrees 13'26"E 106.93 feet; thence S.00 degrees 53'19"E 320.00 feet; thence S.89 degrees 06'41"W 459.99 feet; thence N.19 degrees 06'35"E 181.97 feet; thence N.00 degrees 53'19"W 160.00 feet; thence S.89 degrees 06'41"W 183.00 feet; thence S.89 degrees 40'05"W 307.12 feet; thence S.89 degrees 06'41"W 45'00 feet; thence N.00 degrees 53'19"W 106.00 feet; thence N.89 degrees 38'42"E 87.01 feet; thence N.89 degrees 06'41"E 266.00 feet; thence N.00 degrees 53'19"W 230.00 feet to the point of beginning, containing 6.640 acres more or less, and part of the N.E. 1/4 of Section 36, T.1N., R.8E, City of Novi, Oakland County, Michigan, described as beginning at a point on the North line of said Section 36 (centerline of Nine Mile Road), located distant N. 89 degrees 06'41"E 428.38 feet from the N 1/4 corner of said Section 36; thence continuing N. 89 degrees 06'41"E along said North line a distance of 1606.99 feet; thence S. 00 degrees 53'19"E 635.00 feet; thence S. 89 degrees 06'41"W 668.16 feet; thence S. 12 degrees 43'18"W 316.05 feet; thence S. 68 degrees 20'29"W 373.66 feet; thence N. 70 degrees 53'28"W 500.00 feet; thence N. 50 degrees 53'28"W 59.05 feet; thence N. 80 degrees 53'19"W 865.74 feet to the point of beginning, containing 30.763 acres more or less (hereinafter known as the "Real Property").~~

Ent: cross-sections West Condo ARTICLE III
Doc # 371

13-26-2000

DEFINITIONS

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

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

deed

152507281

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

11. Such other elements of the CONDOMINIUM not herein designated as general or limited common elements which are not enclosed within the boundaries of a UNIT, and which are intended for common use or necessary to the existence, upkeep and safety of the CONDOMINIUM.

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

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

B. Limited Common Elements.

The limited common elements, which shall be appurtenant to the UNIT to which they are attached or to which they service (or to which they are deemed by Exhibit "B" to benefit) and shall be limited for the exclusive use to the CO-OWNERS of such UNITS, or their designee, are:

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

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

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

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

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

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

C. Upkeep of Common Elements.

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

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

15250280

readjusted. Such CONSOLIDATED MASTER DEED, when recorded in the Office of the Oakland County Register of Deeds, shall supersede all previously recorded MASTER DEEDS for CROSSWINDS WEST CONDOMINIUM.

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

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

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

ARTICLE IV

COMMON ELEMENTS

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

A. General Common Elements.

The general common elements are:

1. The Real Property described in ARTICLE I hereof, including driveways, roads, sidewalks and unassigned parking spaces and garages not designated as limited common elements.
2. The electrical wiring network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with electrical fixtures within any UNIT.
3. The gas line network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with gas fixtures within any UNIT.
4. The telephone wiring network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with telephone equipment within any UNIT.
5. The cable television network throughout the CONDOMINIUM, including that contained within UNIT walls up to the point of connection with television equipment within any UNIT.
6. The plumbing network throughout the CONDOMINIUM, including that contained within UNIT walls, up to the point of connection with plumbing fixtures within any UNIT.
7. The water distribution system, sanitary sewer system and storm drainage system and individual sump pump UNITS throughout the CONDOMINIUM.
8. Foundations, supporting columns, UNIT perimeter walls, duct work, roofs, ceilings, floor construction between floor levels, basement floors, and chimney chases.
9. The recreational facilities located on the CONDOMINIUM PREMISES including the wooden decks around the pond, the swimming pool, cabana concrete and wooden decks in the swimming pool area, the fence surrounding the swimming pool area and the tennis courts as shown on Exhibit "B" hereto.

deed

4

15250283

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

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

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

B. Set forth below are:

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

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

ARTICLE VI

EASEMENTS

A. Reciprocal Change of Boundary Easements. In the event any portion of a UNIT or common element encroaches upon another UNIT or common element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations or repair, reciprocal easements shall exist for the maintenance or repair, encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior UNIT walls) contained herein for the continuing maintenance and repair of all utilities and common elements in the CONDOMINIUM. There shall exist easements of support with respect to any UNIT interior wall which supports a common element.

B. Ingress and Egress. INTENTIONALLY DELETED.

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

15250-282

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

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

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

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

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

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

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

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

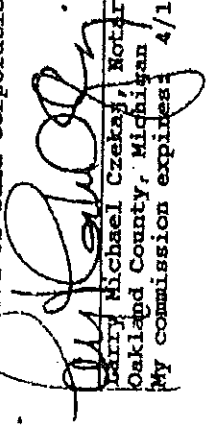
10. In the event a CO-OWNER fails to maintain, decorate, repair or replace any items for which he or she is responsible, the ASSOCIATION shall have the right, but not the obligation, to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace any of such limited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

No CO-OWNER shall use his or her UNIT or the common elements in any manner inconsistent with the purposes of the CONDOMINIUM or in any manner which will interfere with or impair the rights of any other CO-OWNER in the use and enjoyment of his or her UNIT or the common elements.

15250K285

STATE OF MICHIGAN)
COUNTY OF Oakland) ss.

On this 30th day of September, 1993, before me appeared Richard A. Districh, to me known to be the person described in and who executed the foregoing instrument for and as President of Crosswinds West Condominium Association, and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, as the act and deed of said corporation and in the capacity therein stated.


Larry Michael Czekaj, Notary Public
Oakland County, Michigan
My commission expires: 4/19/94

Drafted by and when Recorded Return to:

Larry Michael Czekaj, Esq.
DONGLAS J. GOLDEN, P.C.
255 East Brown Street
Suite 110
Birmingham, Michigan 48009

INTENTIONALLY DELETED

In the event that it shall be determined that any amendment to the CONSOLIDATED MASTER DEED, and the subdivision plan attached as Exhibit "B" shall be deemed to materially alter or change the rights of the CO-OWNERS, mortgages or other interest parties, such amendments shall be approved or consented to by a Sixty-Six and Two-Thirds Percent (66 2/3%) vote of the CO-OWNERS. Notice of such proposed amendments shall be sent to One Hundred Percent (100%) of the CO-OWNERS and mortgagees of record.

BY: Richard A. Dick
Its: Richard A. Dick

152507287

each person, firm, corporation, partnership, ASSOCIATION, trust or other legal entity who is the CO-OWNER. Such notice shall be signed and dated by the CO-OWNER. The individual representative designated may be changed by the CO-OWNER at any time by filing a new notice in the manner herein provided.

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

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

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

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

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

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

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

Section 7. INTENTIONALLY DELETED.

Section 8. INTENTIONALLY DELETED.

ARTICLE III

ASSESSMENTS

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

152501286

EXHIBIT "A"

BYLAWS
OF
CROSSWINDS WEST CONDOMINIUM

ARTICLE I
BYLAWS

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

ARTICLE II
ASSOCIATION OF CO-OWNERS

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

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

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

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

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

C. Except as limited in the Bylaws, each CO-OWNER shall be entitled to one (1) vote the value of which shall equal the total of the percentages allocated to the UNIT owned by such CO-OWNER as set forth in ARTICLE V of the CONSOLIDATED MASTER DEED. Nothing shall be by value except in those instances where voting is required to be in value and in number.

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

E. Each CO-OWNER shall file a written notice with the ASSOCIATION designating the individual representative who shall vote at meetings of the ASSOCIATION and receive all notices and other communications from the ASSOCIATION on behalf of such CO-OWNER. Such notice shall state the name and address of the individual representative designated, the number or numbers of the UNIT or UNITS owned by the CO-OWNER, and the name and address of

pp 15250-289

consent or by a vote of the CO-OWNERS taken at a meeting of the CO-OWNERS called in accordance with the provisions of these Bylaws and/or of the ASSOCIATION Bylaws.

Section 4. All assessments levied against the CO-OWNERS to cover expenses of administration shall be apportioned among and paid by the CO-OWNERS in accordance with the percentage of value allocated to each UNIT in ARTICLE V of the CONSOLIDATED MASTER DEED without increase or decrease of the existence of any rights to the use of limited common elements appurtenant to a unit. Assessments shall be due and payable at such times as the ASSOCIATION shall determine, commencing with acceptance of a deed or a land contract vendees interest to a unit. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the ASSOCIATION in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of ten (10%) percent per annum until paid in full. Each CO-OWNER (whether one or more persons shall be personally liable for the payment of all assessments pertinent to his or her unit. All payments shall be applied first against interest due on delinquent assessments and thereafter, against assessments in order of greatest delinquency.

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

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

Section 7. INTENTIONALLY DELETED.

Section 8. INTENTIONALLY DELETED.

ARTICLE IV

ARBITRATION

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

15250-288

personal property taxes based thereon shall be treated as expenses of administration.

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

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

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

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

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

15250291

limited to vandalism and malicious mischief. The liability insurance carried by the ASSOCIATION shall, where appropriate, contain cross-liability-endorsements to cover liability of the CO-OWNERS as a group to another CO-OWNER.

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

D. Proceeds of all insurance policies owned by the ASSOCIATION shall be received by the ASSOCIATION, held in a separate account and distributed to the ASSOCIATION and the CO-OWNERS and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the CONDOMINIUM shall be required as provided in ARTICLE VI of these Bylaws, the proceeds of any insurance received by the ASSOCIATION as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

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

ARTICLE VI

RECONSTRUCTION, REPAIR AND MAINTENANCE

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

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

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

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

Section 4. Each CO-OWNER shall be responsible for the reconstruction, repair and maintenance of the interior of his or her UNIT including all window and door glass (including doorwall glass). Each CO-OWNER shall also be responsible for the costs of any reconstruction, repair or maintenance to any other portion of the CONDOMINIUM necessitated by his or her negligence or misuse or the negligence or any misuse by his or her family, guests, agents, servants, employees or contractors to the extent that the cost of

152507230

amended) to-wit: that a judgment of any Circuit Court may be rendered upon the decision of the arbitrators.

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

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

ARTICLE V
INSURANCE

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

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

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

15250-293

the common elements. A UNIT partially taken shall receive the reallocation in proportion to its undivided interest as reduced by the Court under this subsection. The Court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the CO-OWNER of the UNIT partially taken for that portion of the undivided interest in the common elements divested from the CO-OWNER and not revested in the CO-OWNER pursuant to subsection (D) as well as for the portion of the UNIT taken by eminent domain.

D. If the taking of a portion of a UNIT makes it impractical to use the remaining portion of that UNIT for a lawful purpose permitted by the CONDOMINIUM DOCUMENTS, then the entire undivided interest in the common elements appertaining to that UNIT shall thenceforth appertain to the remaining UNITS, being allocated to them in proportion of their respective undivided interests in the common elements. The remaining portion of that UNIT shall thenceforth be a common element. The Court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the CO-OWNER of the UNIT for the CO-OWNER's entire undivided interest in the common elements and for the entire UNIT.

E. Votes in the ASSOCIATION of CO-OWNERS and liability for future expenses of administration appertaining to a UNIT taken or partially taken by eminent domain shall thenceforth appertain to the remaining UNITS, being allocated to them in proportion to the relative voting strength in the ASSOCIATION of CO-OWNERS was reduced in proportion to the reduction in the undivided interests in the common elements.

ARTICLE VII

RESTRICTIONS

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

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

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

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

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

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

15250-292

such reconstruction, repair or maintenance is not covered by insurance maintained by the ASSOCIATION. In the event damage to a CO-OWNER's unit is covered by insurance held by the ASSOCIATION for the benefit of the CO-OWNER, the CO-OWNER shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the ASSOCIATION. The ASSOCIATION shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to a unit caused by damage to such common elements or the reconstruction, repair or maintenance thereof. The ASSOCIATION shall not however, be responsible for any damage caused by the elements, including water damage to the contents of any UNIT including wall coverings unless and only to the extent that such damage shall be covered under a policy of insurance then in effect and maintained by the ASSOCIATION.

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

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

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

Section 8.

A. If any of the common elements is taken by eminent domain, the award therefor shall be allocated to the CO-OWNERS in proportion to their respective undivided interests in the common elements. The ASSOCIATION of CO-OWNERS, acting through its Board of Directors, may negotiate on behalf of all CO-OWNERS for any taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of CO-OWNERS based upon assigned voting rights shall be binding on all CO-OWNERS.

B. If a UNIT is taken by eminent domain, the undivided interest in the common elements appertaining to the UNIT shall thenceforth appertaining to the remaining UNITS, being allocated to them in proportion to their respective undivided interests in the common elements. The Court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the CO-OWNER of the UNIT taken for his or her undivided interest in the common elements as well as of the UNIT.

C. If portions of a UNIT are taken by eminent domain, the Court shall determine the fair market value of the portions of the UNIT not taken. the undivided interest for each UNIT in the common elements appertaining to the UNITS shall be reduced in proportion to the diminution in the fair market value of the UNIT resulting from the taking. The portions of undivided interest in the common elements thereby divested from the CO-OWNERS of a UNIT shall be reallocated among the other UNITS in the CONDOMINIUM PROJECT in proportion to their respective undivided interests in

15250-285

annoyance or a nuisance to the CO-OWNERS of the CONDOMINIUM. NO CO-OWNER shall do or permit anything to be done or keep or permit to be kept in his or her UNIT or on the common elements anything that will increase the rate of insurance on the CONDOMINIUM.

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

Section 7. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the ASSOCIATION. Trash receptacles shall be maintained in areas designated therefor and CO-OWNERS shall not be permitted to maintain or store trash or refuse on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of same on the designated trash or refuse pick-up day. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All curtains and drapes visible from the exterior of any UNIT shall be made or lined with material which is white or off-white in color. No activity shall be carried on nor condition maintained by CO-OWNER either in his or her UNIT or upon the common elements which spoils the appearance of the CONDOMINIUM.

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

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

REV 15250-294

(2) If after fifteen (15) days the ASSOCIATION of CO-OWNER believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf, an action of both eviction against the tenant or non co-owner occupant and, simultaneously, for money damages against the CO-OWNER and tenant or non co-owner occupant for breach of the conditions of the CONDOMINIUM DOCUMENTS. The relief provided for in this section may be by summary proceeding. The ASSOCIATION of CO-OWNERS may hold both the Tenant and the CO-OWNER liable for any damage to the general common elements caused by the CO-OWNER or Tenant in connection with the UNIT or CONDOMINIUM PROJECT.

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

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

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

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

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

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

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

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

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

Section 5. No improper, unlawful or offensive activity shall be carried on in any UNIT or upon the common elements, limited or general, nor shall anything be done which may be or become an

15250-297

Section 16. Reasonable regulations consistent with the ACT, or maintenance of the common elements and these Bylaws, concerning the use of time to time by any Board of Directors of the ASSOCIATION. All copies of such regulations and amendments thereto shall be furnished to all CO-OWNERS and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each CO-OWNER. Any such regulations or amendment may be revoked at any time by seventy-five (75%) percent of all CO-OWNERS in number and in value.

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

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

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

B. The Holder of a mortgage shall not be subject to this Section 18 in the sale or lease of any UNIT which comes into possession of a UNIT pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure.

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

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

Section 21. INTENTIONALLY DELETED.

Section 22. INTENTIONALLY DELETED.

IMP 15250-296

be liable for all costs and expenses incurred by the ASSOCIATION in connection with such removal.

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

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

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

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

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

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

152506299

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

ARTICLE IX

AMENDMENTS

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

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

Section 3. These Bylaws may be amended for a proper purpose by the ASSOCIATION at any regular Annual Meeting, or at a Special Meeting called for such purpose, by a majority of the votes of the CO-OWNERS, provided, the Board of Directors of the ASSOCIATION determines that the amendment or amendments do not materially alter or change the rights of CO-OWNERS, mortgagees, or other interested parties. In the event that the Board of Directors of the ASSOCIATION determines that the proposed amendment or amendments would materially alter or change the rights of CO-OWNERS, mortgagees, or other interested parties, such amendment or amendments must be approved by two-thirds (2/3) of the votes of the CO-OWNERS. In no event shall a CO-OWNER's UNIT dimensions or appurtenant limited common elements be modified without his or her consent.

Section 4. INTENTIONALLY DELETED.

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

ARTICLE X

COMPLIANCE

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

ARTICLE XI

DEFINITIONS

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

15250-298

Section 23. The CONDOMINIUM shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the CO-OWNERS and all persons interested in the CONDOMINIUM.

Section 24. INTENTIONALLY DELETED.

ARTICLE VIII

MORTGAGES

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

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

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

Section 4. Any holder of a mortgage which comes into possession of the UNIT pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any restriction on the sale or rental of the mortgaged UNIT, other than those restrictions on the posting of signs pertaining to the sale or rental of the UNIT, as set forth in Section 15 of ARTICLE VII.

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

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

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

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

15250-301

EXHIBIT "B"

SUBDIVISION PLAN

15250300

ARTICLE XII

REMEDIES FOR DEFAULT

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

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

B. In any proceeding arising because of an alleged Default by any CO-OWNER the ASSOCIATION, if successful, shall be entitled to recover the costs of the proceeding, and such reasonable actual attorney fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any CO-OWNER be entitled to recover such attorney fees.

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

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

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

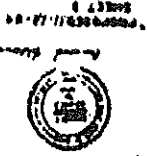
ARTICLE XIII

SEVERABILITY

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

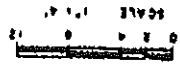
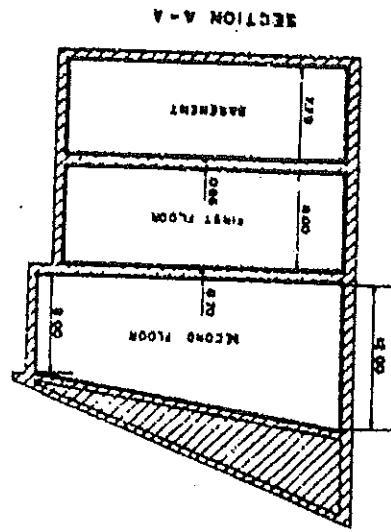
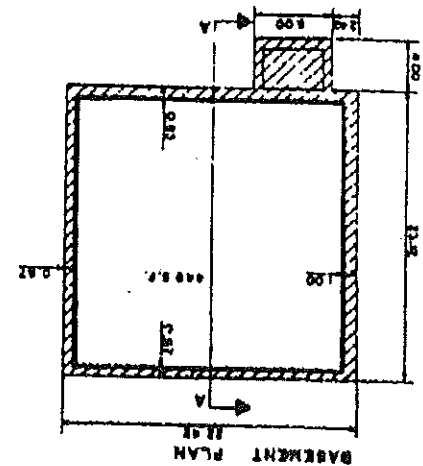
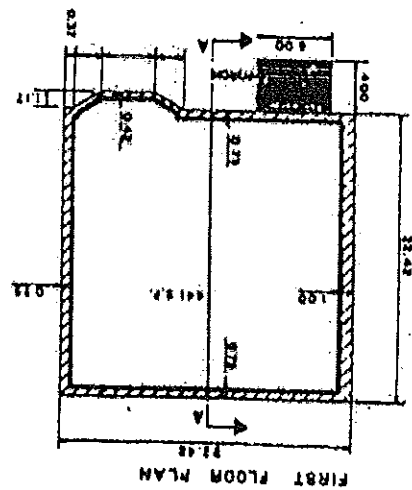
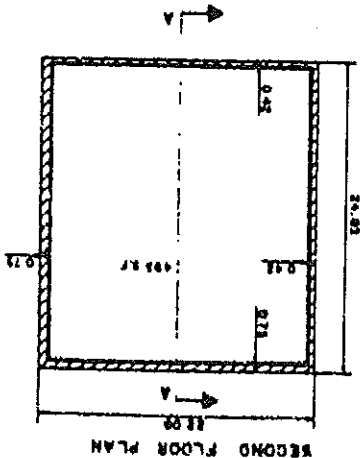
15250-303

UNIT 7, TYPICAL UNIT	
CONDOMINIUM UNIT	
SHEET 3	

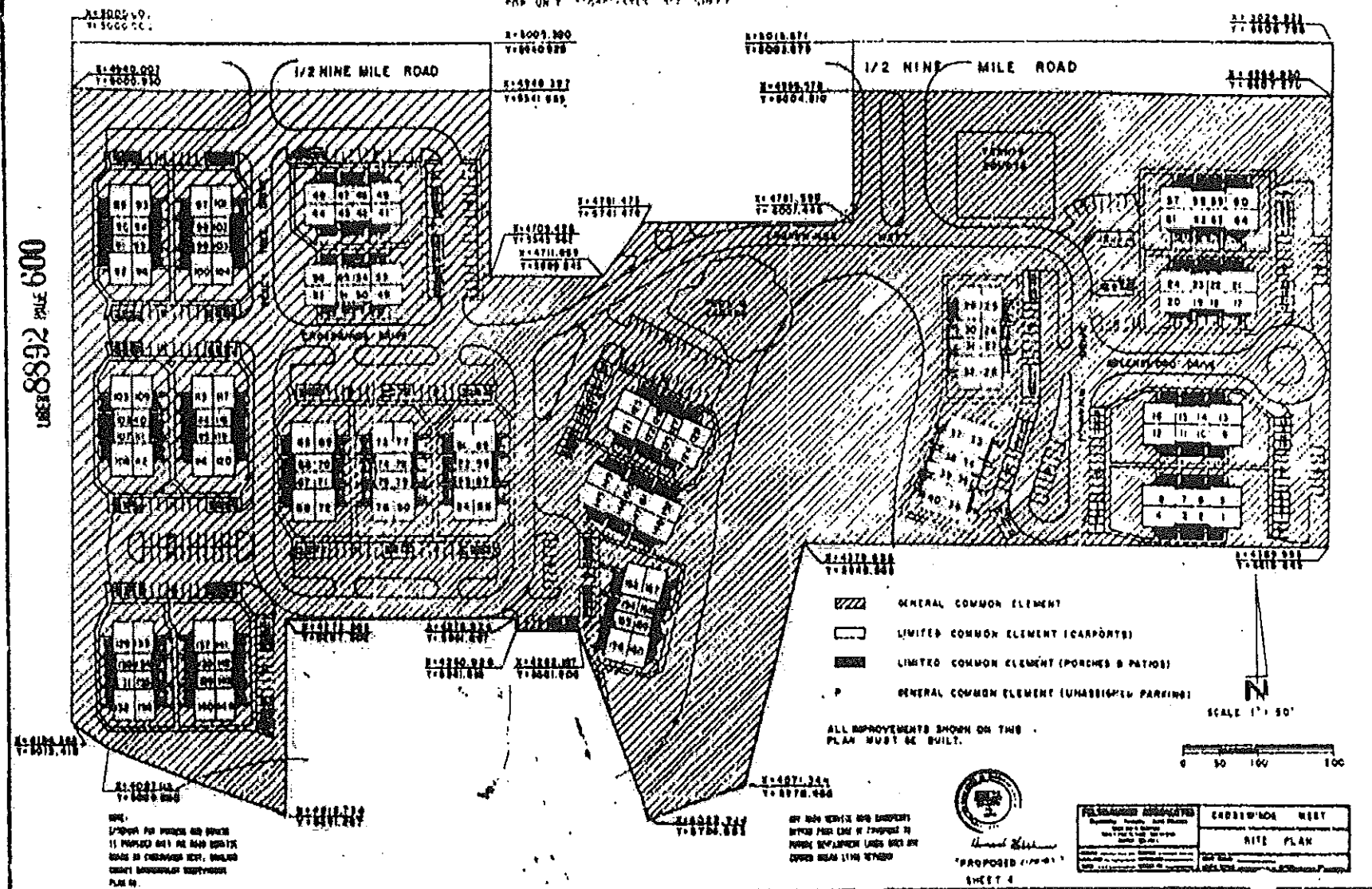
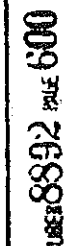


ALL ROOFS ARE GENERAL COMMON ELEMENT.
 ALL INTERIOR PARTITIONS OF UNIT PERIMETER WALLS, CEILING, FLOORS AND FINISHED BASEMENTS WITHIN A UNIT ARE LIMITED COMMON ELEMENTS.
 ALL IMPROVEMENTS SHOWN ON THIS PLAN MUST BE BUILT.

LEGEND
 GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT
 LIMITS OF OWNERSHIP



15250-303



15250-305

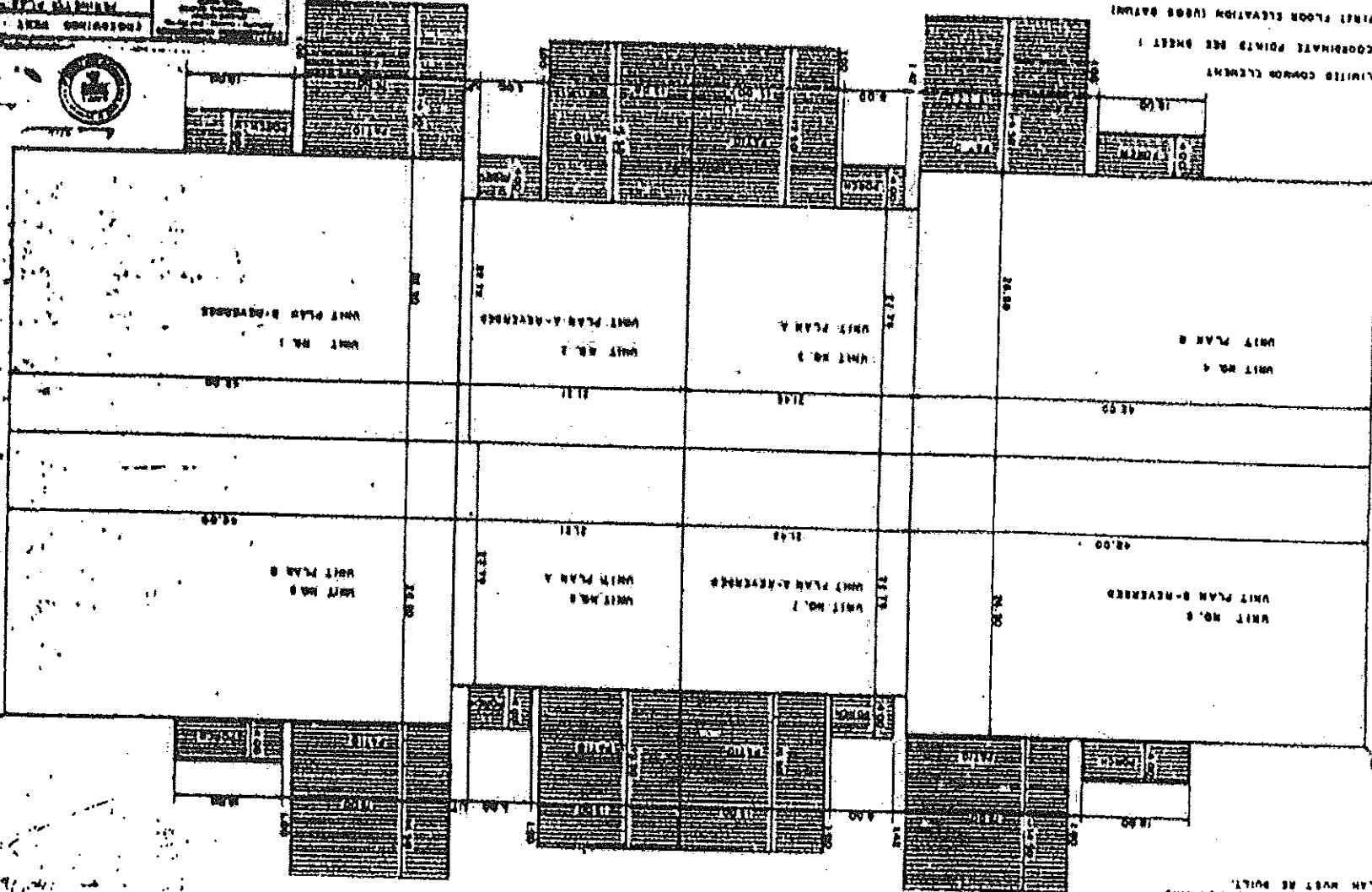
8892 603

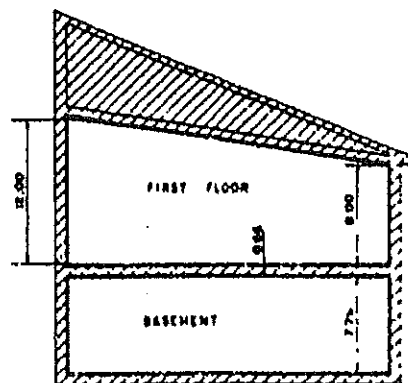
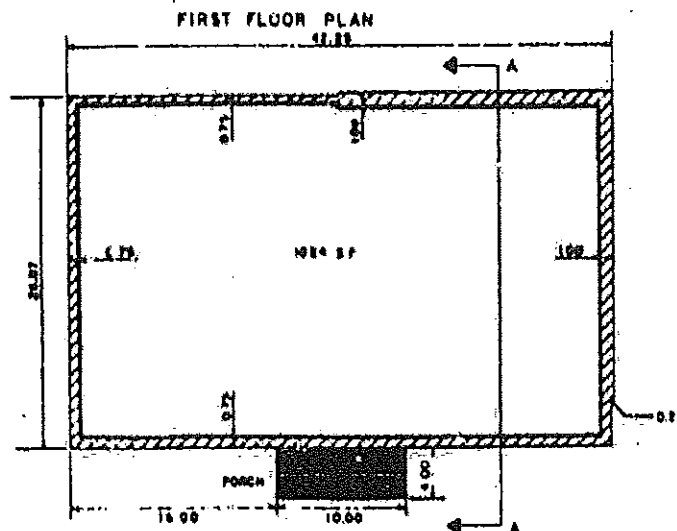
ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.

LIMITED COMMON ELEMENT

COORDINATE POINTS SEE SHEET 1

FIRST FLOOR ELEVATION (FEET DATUM)





SECTION A A

LEGEND

- | | |
|---|------------------------|
|  | GENERAL COMMON ELEMENT |
|  | UNITED COMMON ELEMENT |
|  | LIMITS OF OWNERSHIP |

NOTE: ALL OWNERSHIP LINES ARE AT 50% TO ONE ANOTHER UNLESS OTHERWISE NOTED.

ALL ROOFS ARE GENERAL COMMON
ELEMENT

ALL INTERIOR SURFACES OF UNIT
PERIMETER WALLS, CEILING, FLOORS
AND FIREPLACES CONTAINED WITHIN
A UNIT ARE LIMITED COMBUSTIBLES

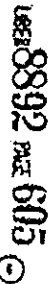
ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.



SECRET

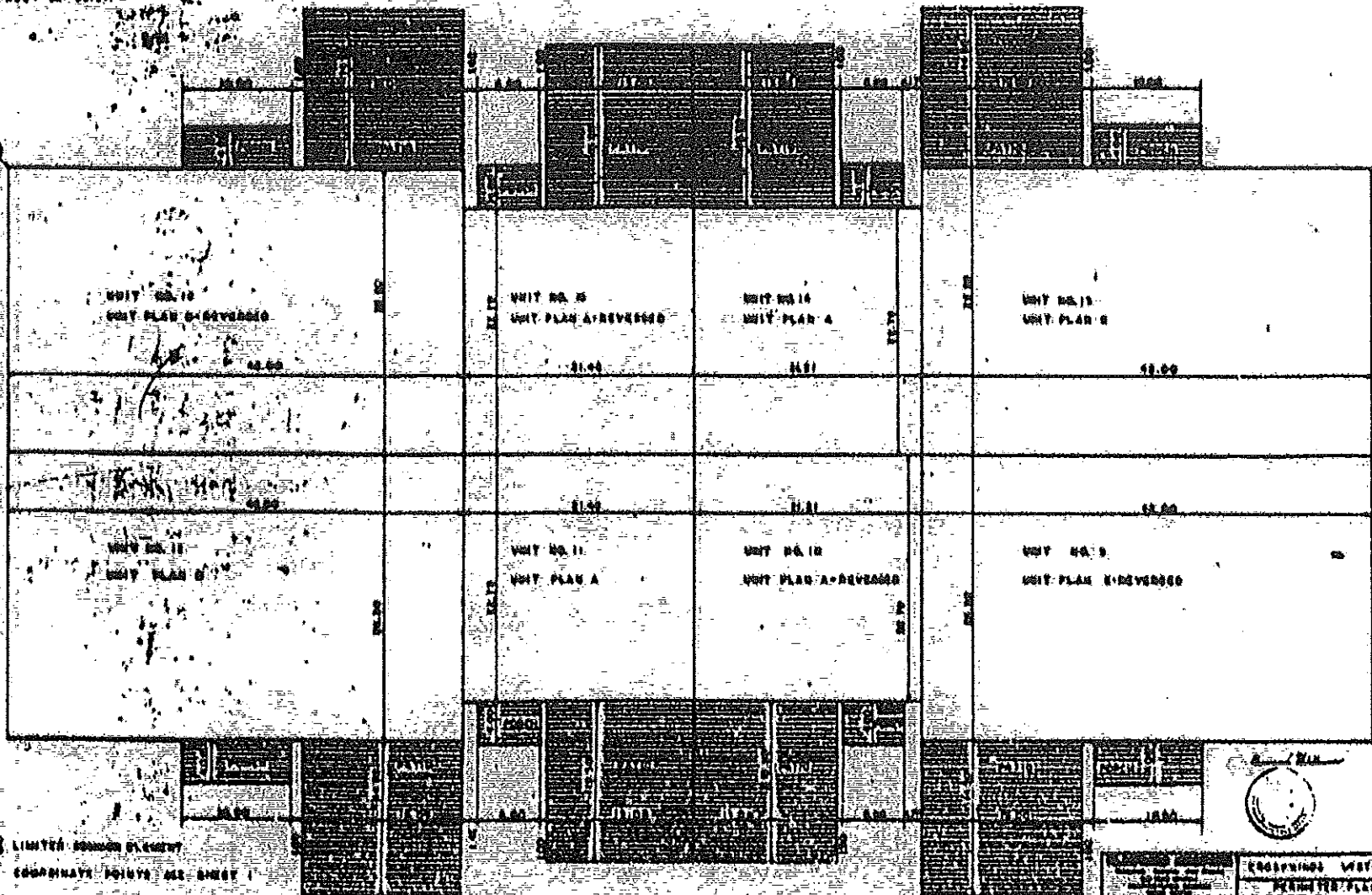
UNIVERSITY OF CALIFORNIA
ADMINISTRATIVE SERVICES
 4000 UNIVERSITY AVENUE
 BERKELEY, CALIF. 94720-1380
 TEL: (415) 848-4000
 FAX: (415) 848-4000

15250-304



ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.

8892 SEE 604

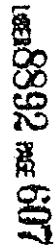


LIMITED COMMON ELEMENT
COORDINATE POINTS ARE SHOWN
FIRST FLOOR ELEVATION (1000 DATUM)

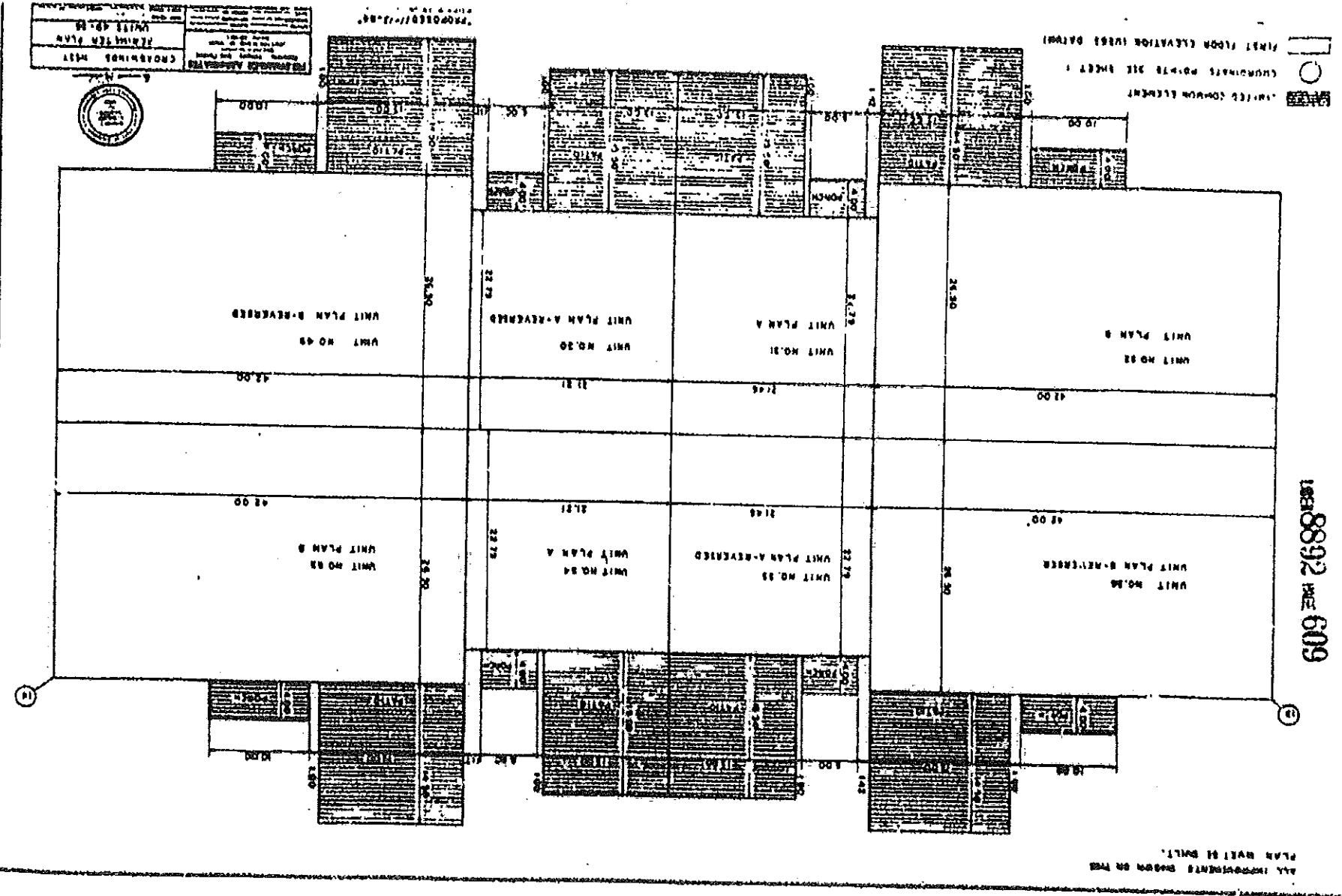
PROPOSED 11.01
SHEET 4

PROJECT NO. SHEET NO. DATE	CROSSING NO. PERMIT NO. UNIT NO. 11
----------------------------------	---

152504306



15250-311



15250-311 609

ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.

809 PAGE 2688

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

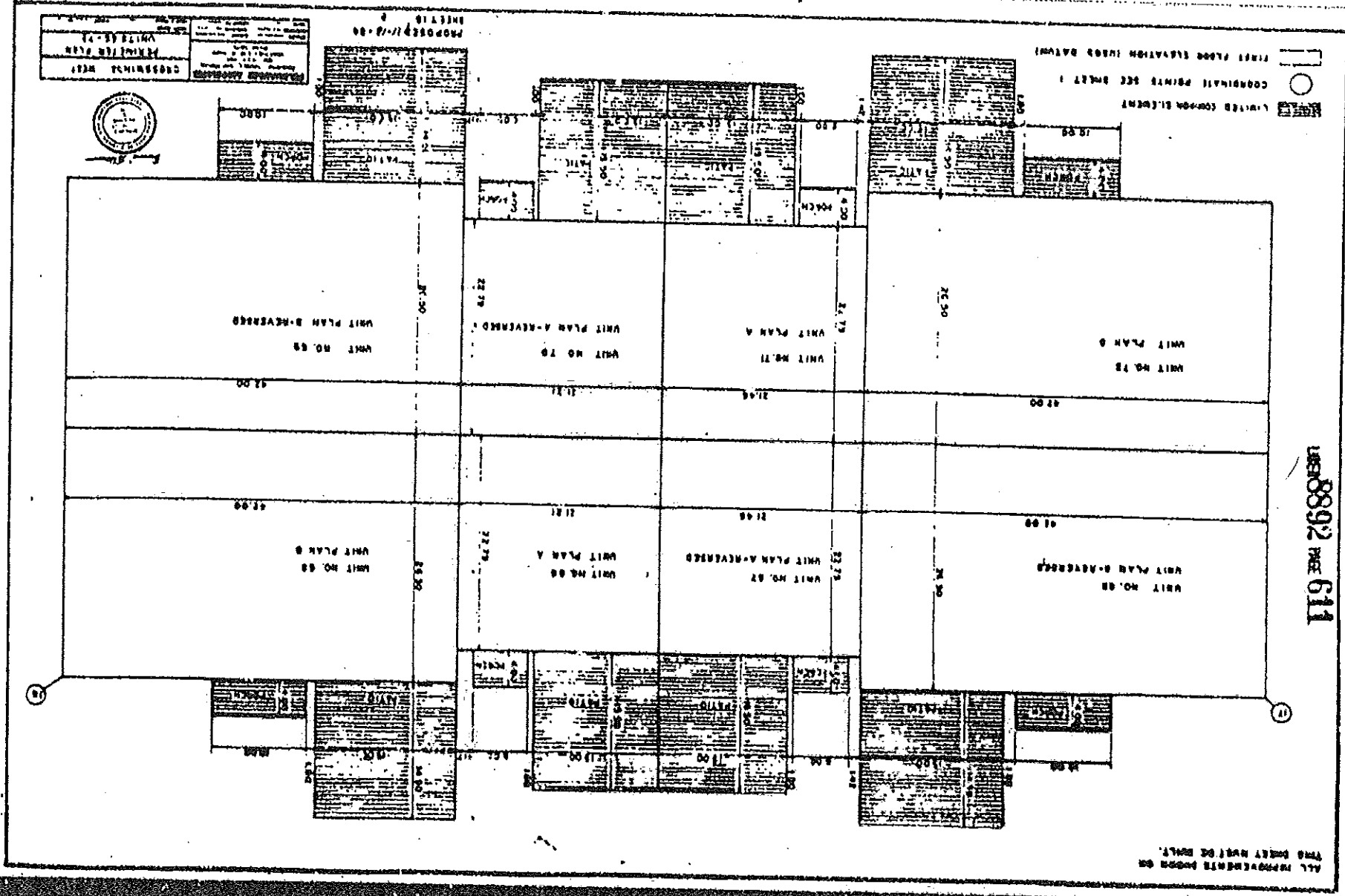
15250-310



REVISIONS 1. 11/1/88 2. 11/1/88 3. 11/1/88 4. 11/1/88 5. 11/1/88 6. 11/1/88 7. 11/1/88 8. 11/1/88 9. 11/1/88 10. 11/1/88 11. 11/1/88 12. 11/1/88 13. 11/1/88 14. 11/1/88 15. 11/1/88 16. 11/1/88 17. 11/1/88 18. 11/1/88 19. 11/1/88 20. 11/1/88 21. 11/1/88 22. 11/1/88 23. 11/1/88 24. 11/1/88 25. 11/1/88 26. 11/1/88 27. 11/1/88 28. 11/1/88 29. 11/1/88 30. 11/1/88 31. 11/1/88 32. 11/1/88 33. 11/1/88 34. 11/1/88 35. 11/1/88 36. 11/1/88 37. 11/1/88 38. 11/1/88 39. 11/1/88 40. 11/1/88 41. 11/1/88 42. 11/1/88 43. 11/1/88 44. 11/1/88 45. 11/1/88 46. 11/1/88 47. 11/1/88 48. 11/1/88 49. 11/1/88 50. 11/1/88 51. 11/1/88 52. 11/1/88 53. 11/1/88 54. 11/1/88 55. 11/1/88 56. 11/1/88 57. 11/1/88 58. 11/1/88 59. 11/1/88 60. 11/1/88 61. 11/1/88 62. 11/1/88 63. 11/1/88 64. 11/1/88 65. 11/1/88 66. 11/1/88 67. 11/1/88 68. 11/1/88 69. 11/1/88 70. 11/1/88 71. 11/1/88 72. 11/1/88 73. 11/1/88 74. 11/1/88 75. 11/1/88 76. 11/1/88 77. 11/1/88 78. 11/1/88 79. 11/1/88 80. 11/1/88 81. 11/1/88 82. 11/1/88 83. 11/1/88 84. 11/1/88 85. 11/1/88 86. 11/1/88 87. 11/1/88 88. 11/1/88 89. 11/1/88 90. 11/1/88 91. 11/1/88 92. 11/1/88 93. 11/1/88 94. 11/1/88 95. 11/1/88 96. 11/1/88 97. 11/1/88 98. 11/1/88 99. 11/1/88 100. 11/1/88	CROSSINGS: 403' PERIMETER PLAN UNIT 41-48
---	---

PROPOSED 1/2" = 1'-0"
SHEET 10

REF 15250-313



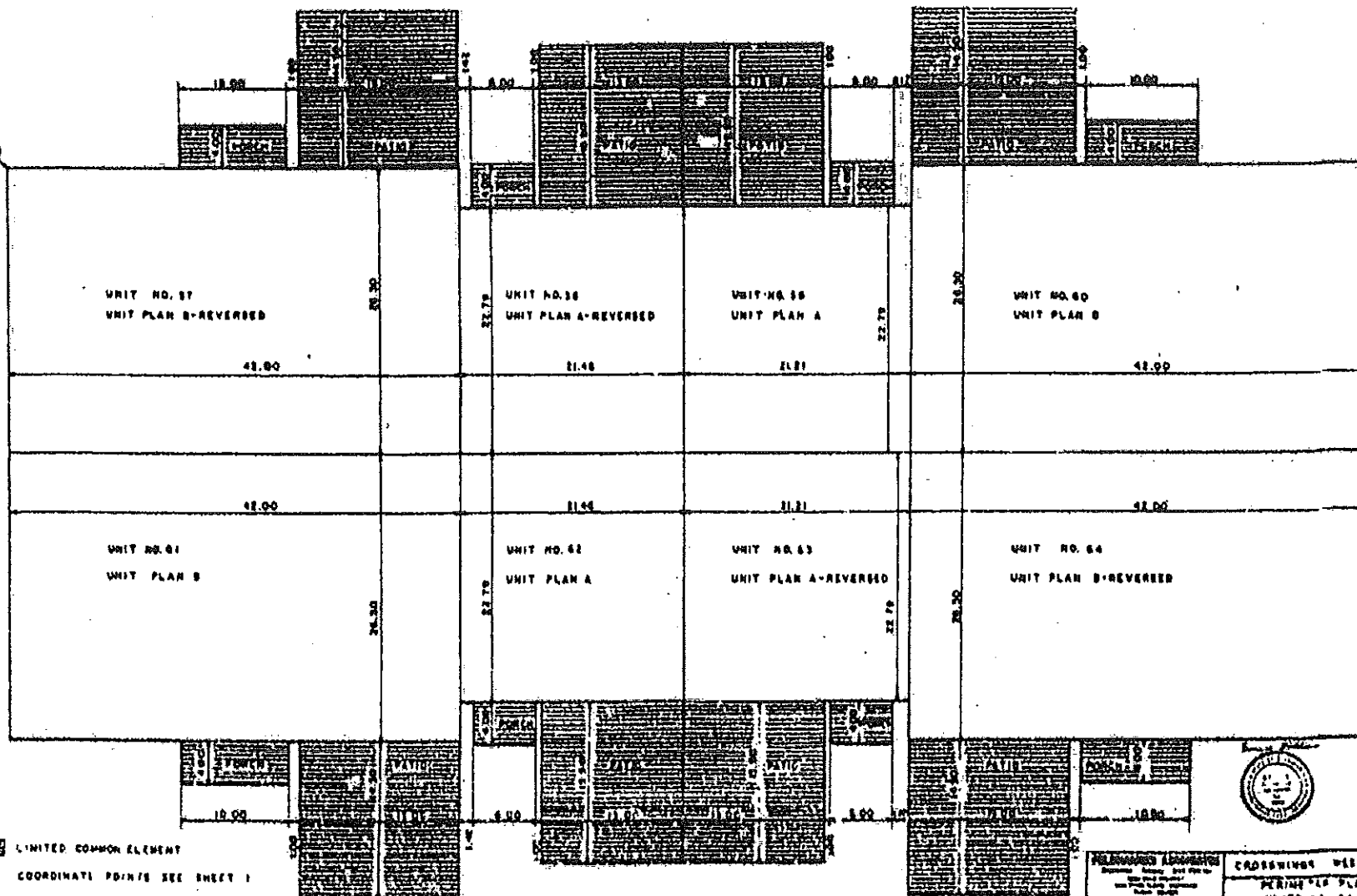
REF 8892 PCE 611

ALL DIMENSIONS IN FEET AND INCHES
 THIS SHEET MUST BE USED

ALL IMPROVEMENTS SHOWN ON THIS SHEET MUST BE BUILT

USE 8892 PRE 610

-  LIMITED COMMON ELEMENT
-  COORDINATE POINTS SEE SHEET 1
-  FIRST FLOOR ELEVATION (1988 DATUM)



PROPOSED 11-84
SHEET 10

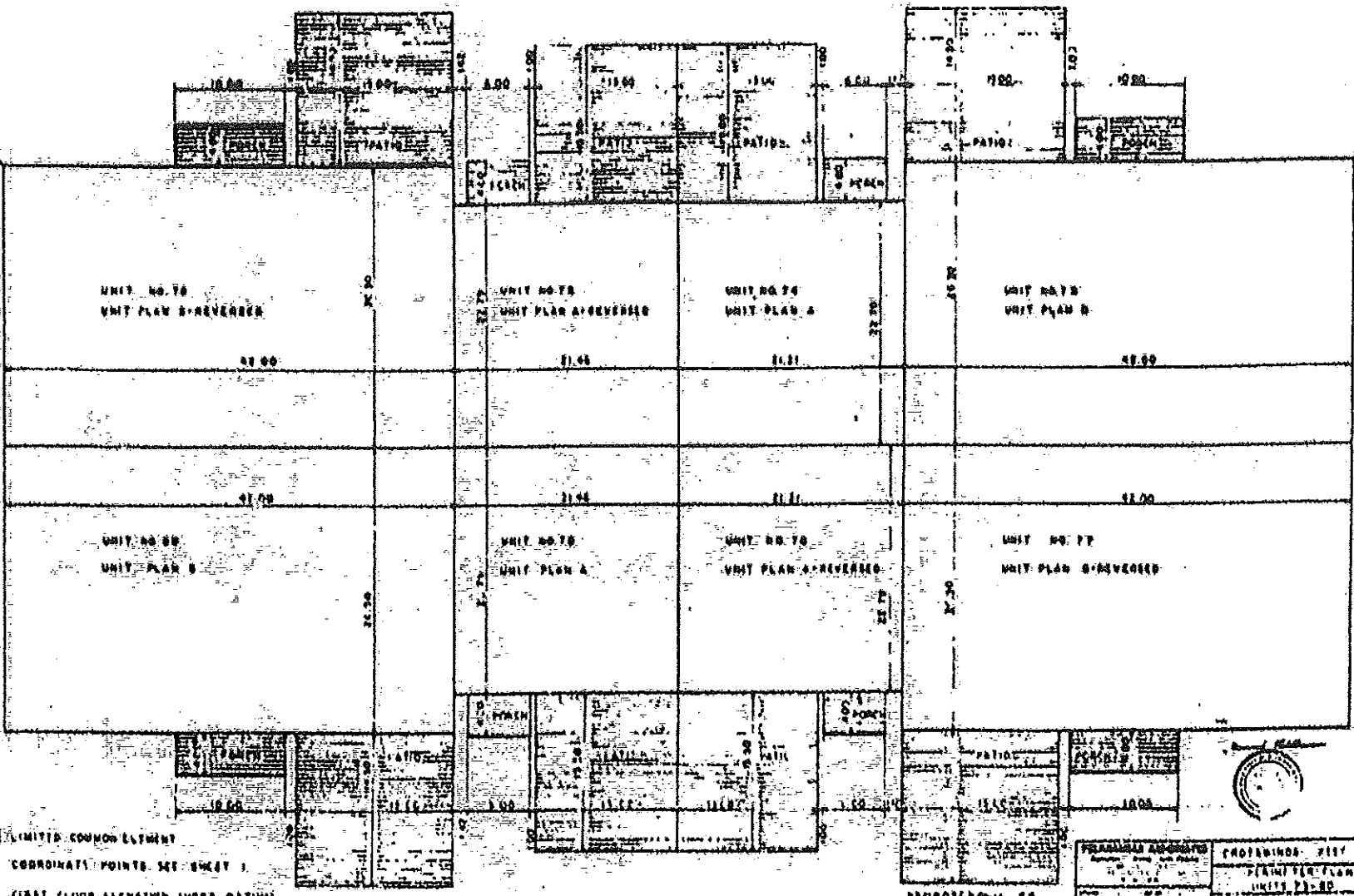
PERMANENT ADDRESS Building Name and Address City and State Zip Code		CROSSING WET PERIMETER PLAN UNIT 57-64
---	--	---

USE 15250 PRE 312



ALL IMPROVEMENTS SHOWN ON THIS
SHEET MUST BE BUILT.

612 SEE 8892



UNIT 11 LIMITED COMMON ELEMENT
COORDINATE POINTS SEE SHEET 1
FIRST FLOOR ELEVATION (1988 DATUM)

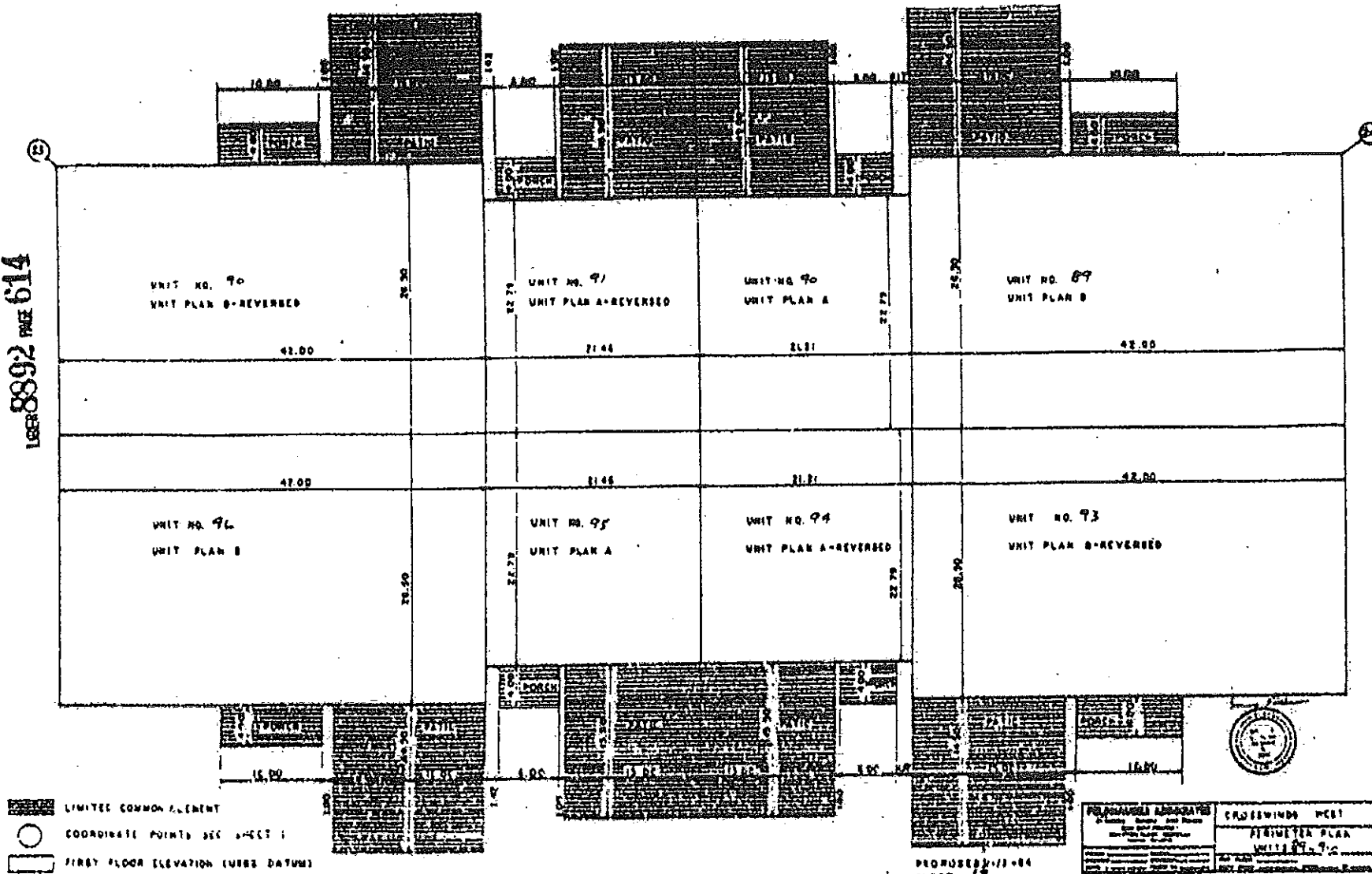
PROPOSED 11. 00
SHEET 15

PRELIMINARY APPROVAL	PROPOSING: JST
APPROVED: [Signature]	DATE: 11/11/88
DESIGNED: [Signature]	DATE: 11/11/88
DRAWN: [Signature]	DATE: 11/11/88

JST 15250-314



USER: 8892 PAGE: 614



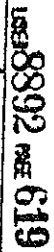
PROPOSED 11-01-01
PAGE 18

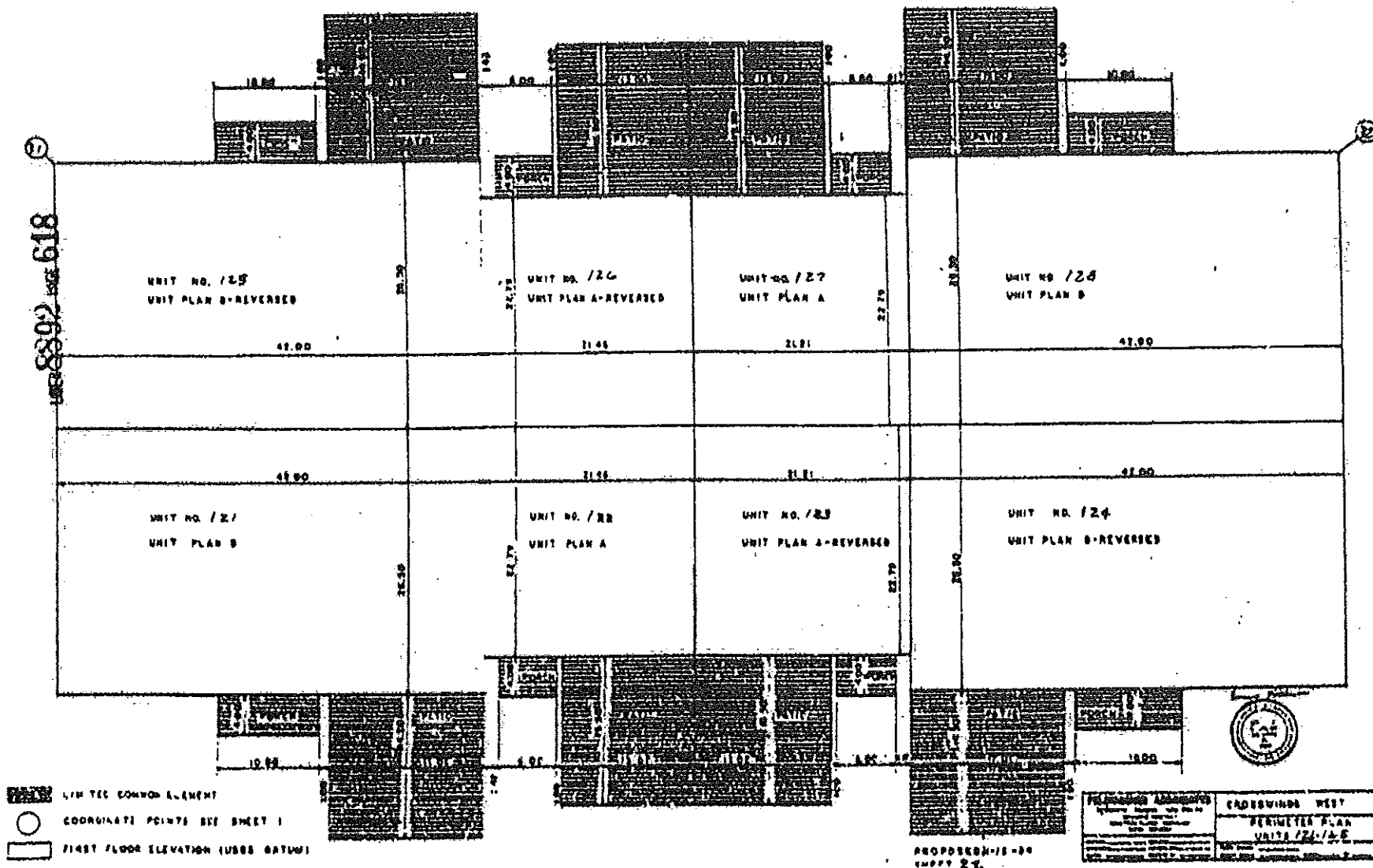
05/11/1961 05/11/1961 1024 05/11/1961	05/11/1961 05/11/1961 1024 05/11/1961	05/11/1961 05/11/1961 1024 05/11/1961
---	---	---

[illegible]

8892 pg 617

17140 30 12AM 13M4
FINL 50 44040 61023ACUEN 177



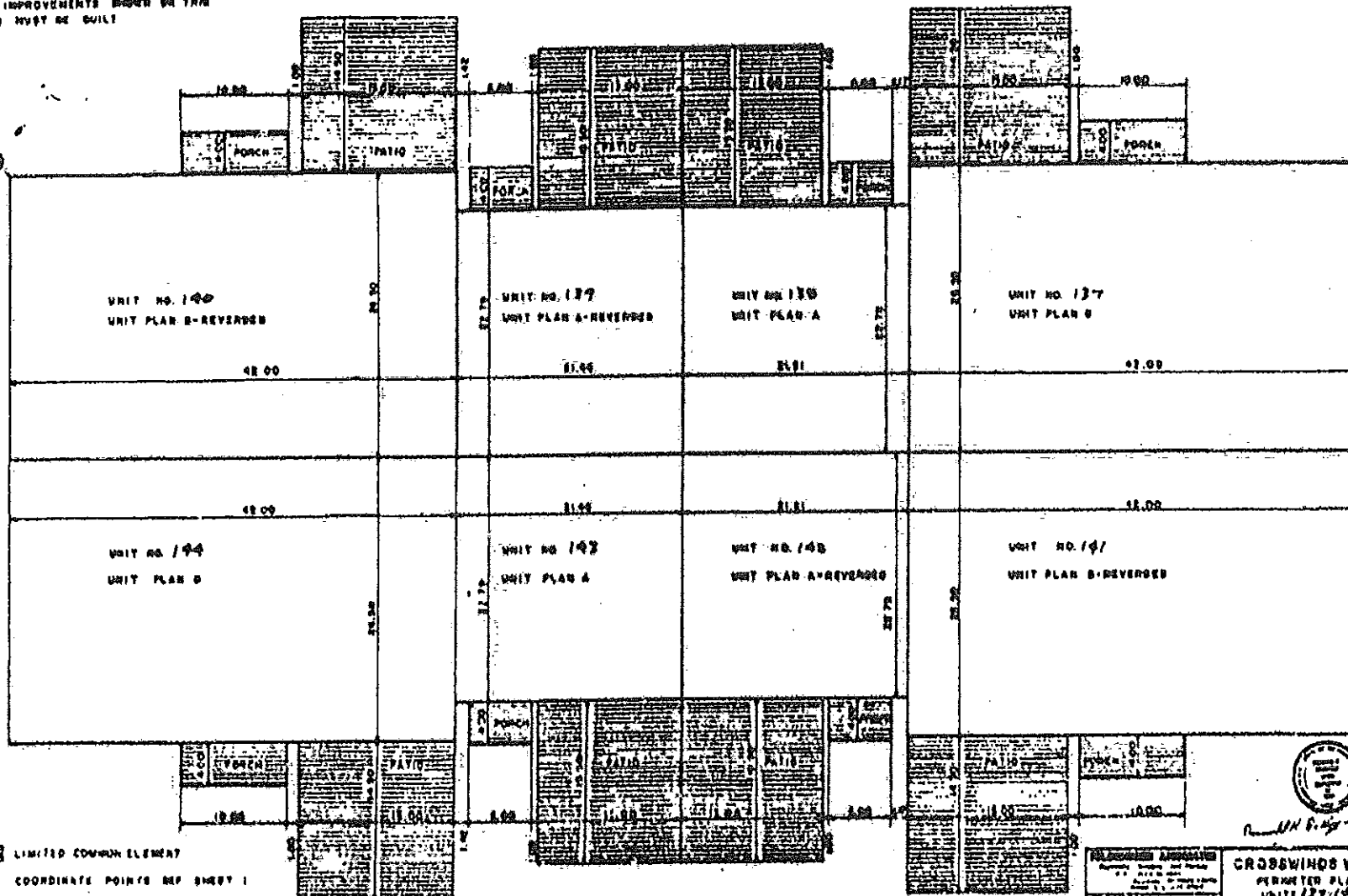




ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT

LIBR 8892 PAGE 620

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

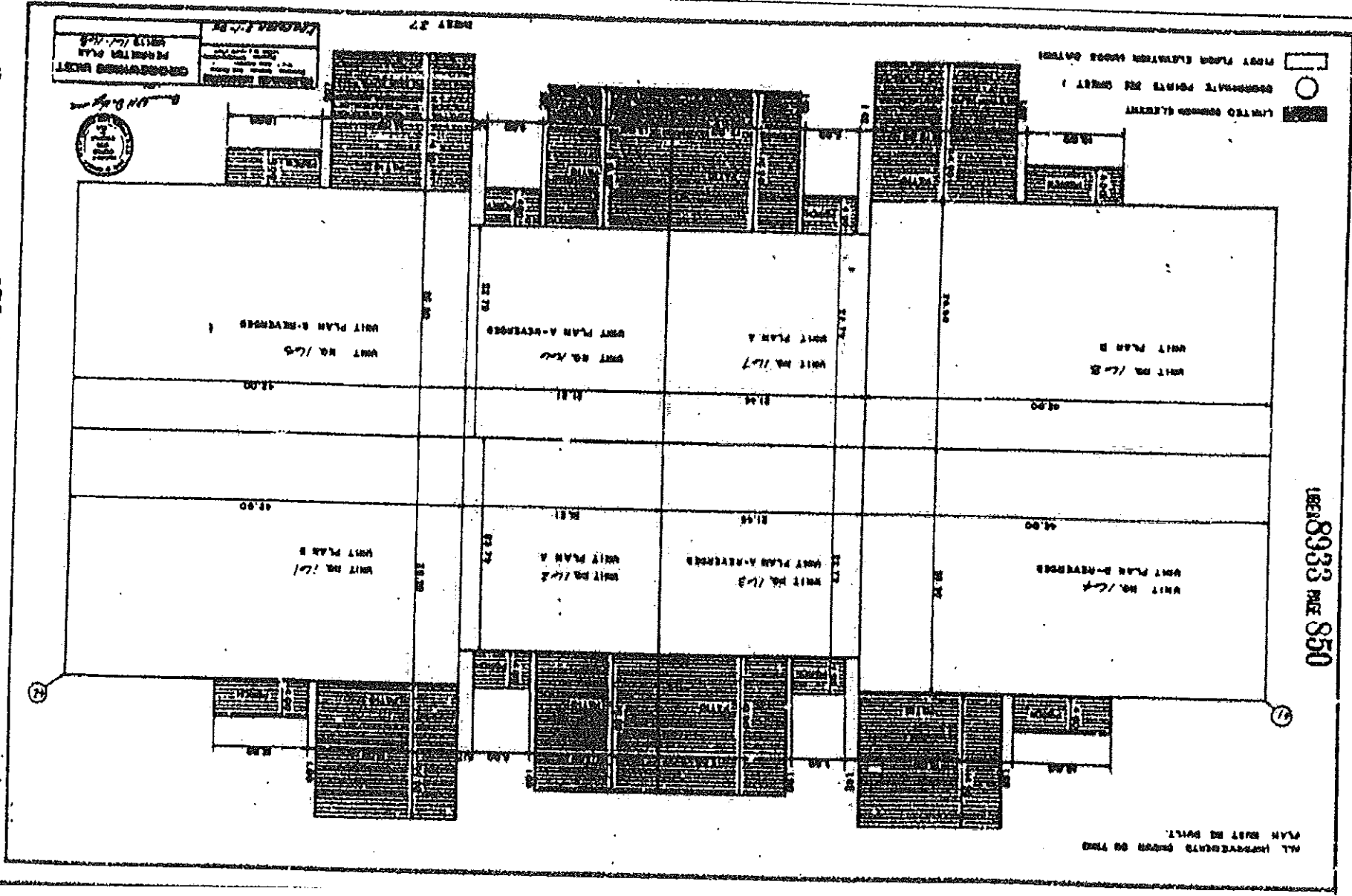


SHEET 24

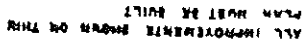
CROSSWINDS WEST
PERMITTED PLAN
UNIT 177-184

15250-322

15250c325



15250c325



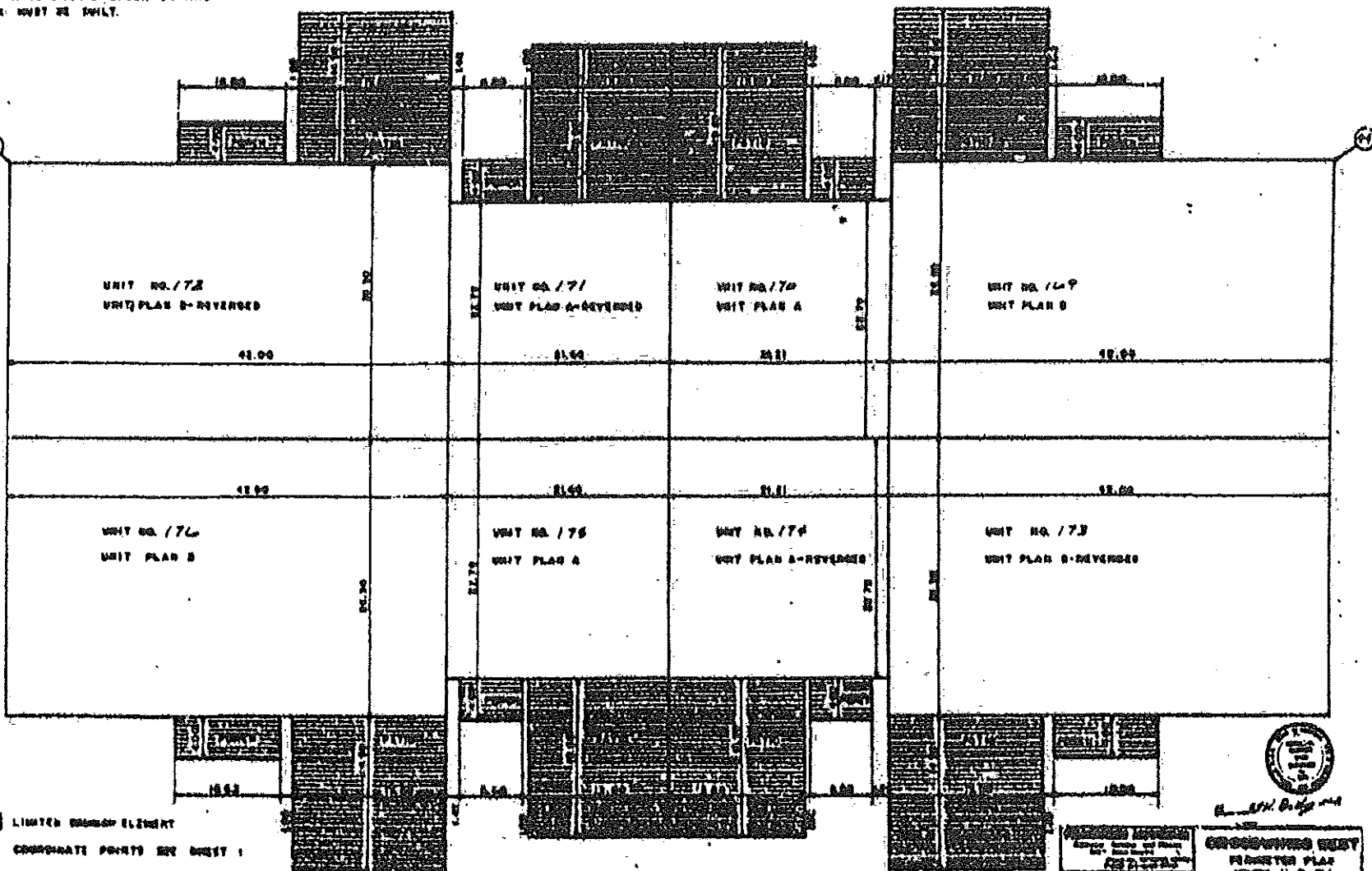
8933 PAGE 852

ALL IMPROVEMENTS SHOWN ON THIS
PLAN MUST BE BUILT.

USE 8933 PAGE 851

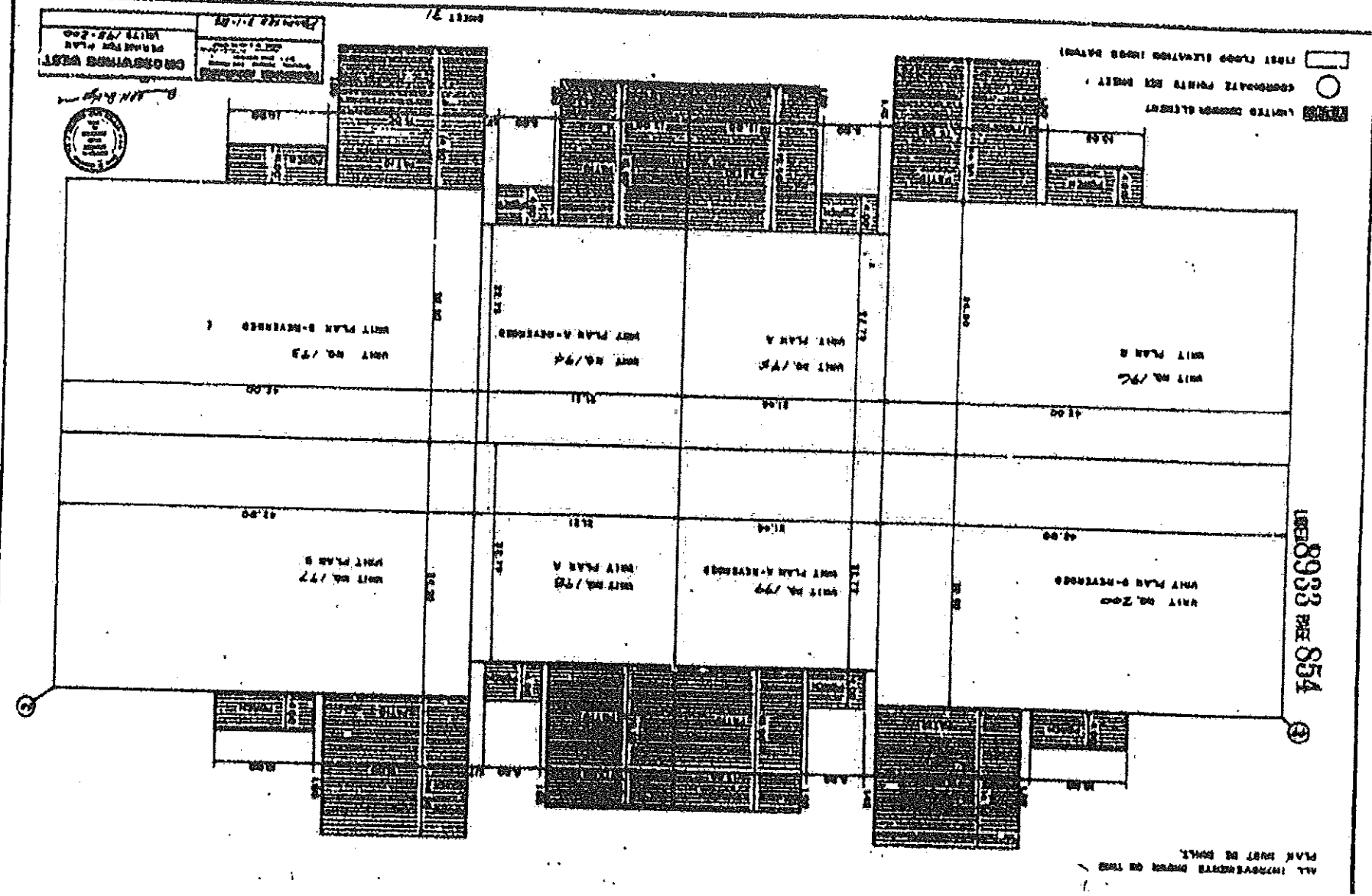
USE 15250-326

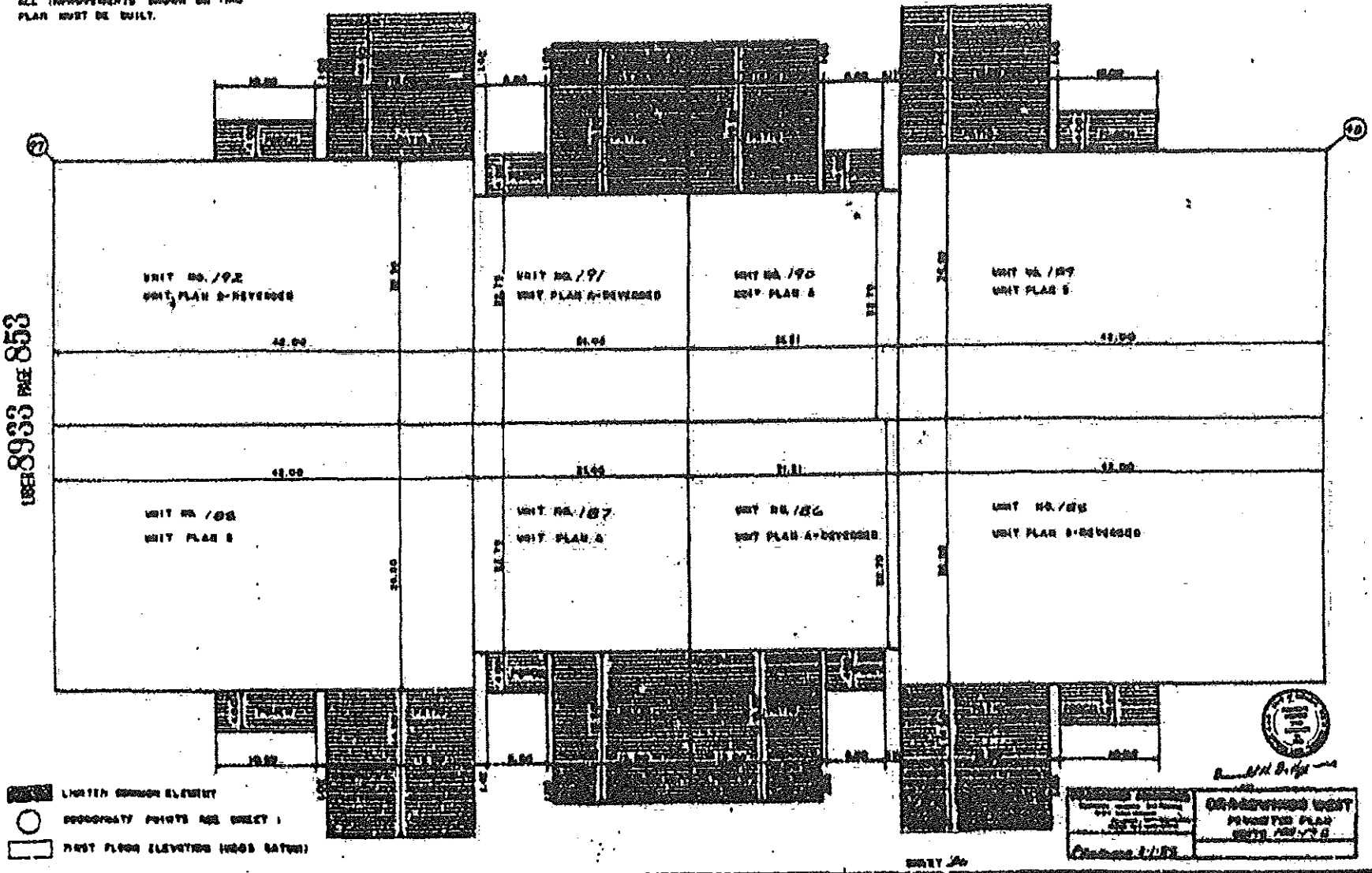
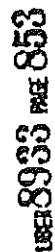
 LIMITED COMMON ELEMENT
 COORDINATE POINTS ARE BUILT:
 FIRST FLOOR ELEVATION (INFE BATH)




H. W. D. G. P. E.
REGISTERED ENGINEER
STATE OF CALIFORNIA
No. 12345
EXPIRATION DATE 12-31-05
ORIGINATING BUREAU
PROJECT PLAN
DATE 12-31-05

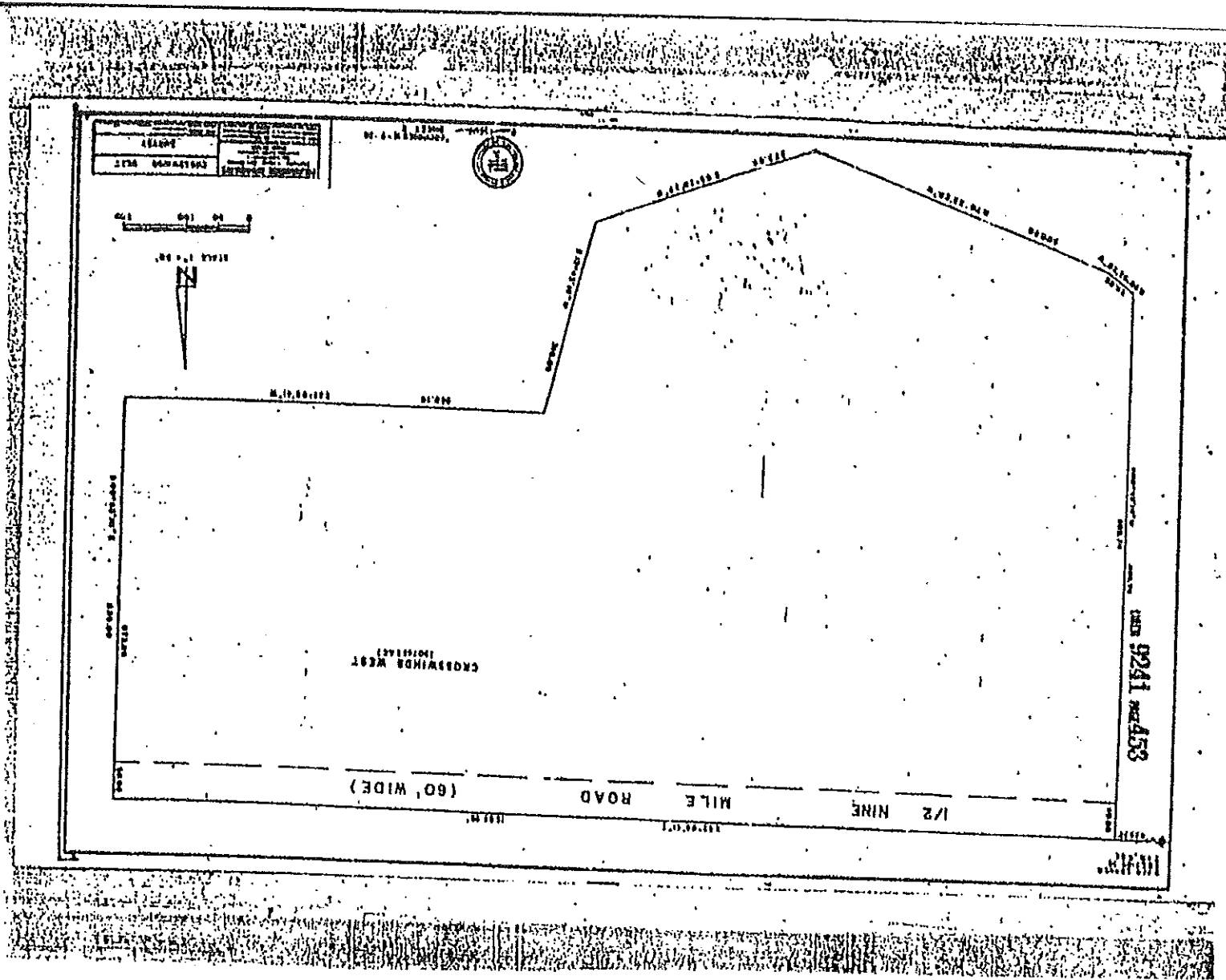
SHEET 22





15250-328

15250-331



9241-452

[illegible]

SURVEYOR:
FELDBAUER ASSOCIATES, INC.
3127 DIXIE HIGHWAY
PONTIAC, MICHIGAN 48055

INDEX-INDEX

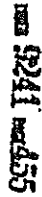
Year	1900	1901	1902	1903	1904	1905	1906	1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100
1	1900	1901	1902	1903	1904	1905	1906	1907	1908	1909	1910	1911	1912	1913	1914	1915	1916	1917	1918	1919	1920	1921	1922	1923	1924	1925	1926	1927	1928	1929	1930	1931	1932	1933	1934	1935	1936	1937	1938	1939	1940	1941	1942	1943	1944	1945	1946	1947	1948	1949	1950	1951	1952	1953	1954	1955	1956	1957	1958	1959	1960	1961	1962	1963	1964	1965	1966	1967	1968	1969	1970	1971	1972	1973	1974	1975	1976	1977	1978	1979	1980	1981	1982	1983	1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994	1995	1996	1997	1998	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100

[illegible][illegible]

0000 12-1-03

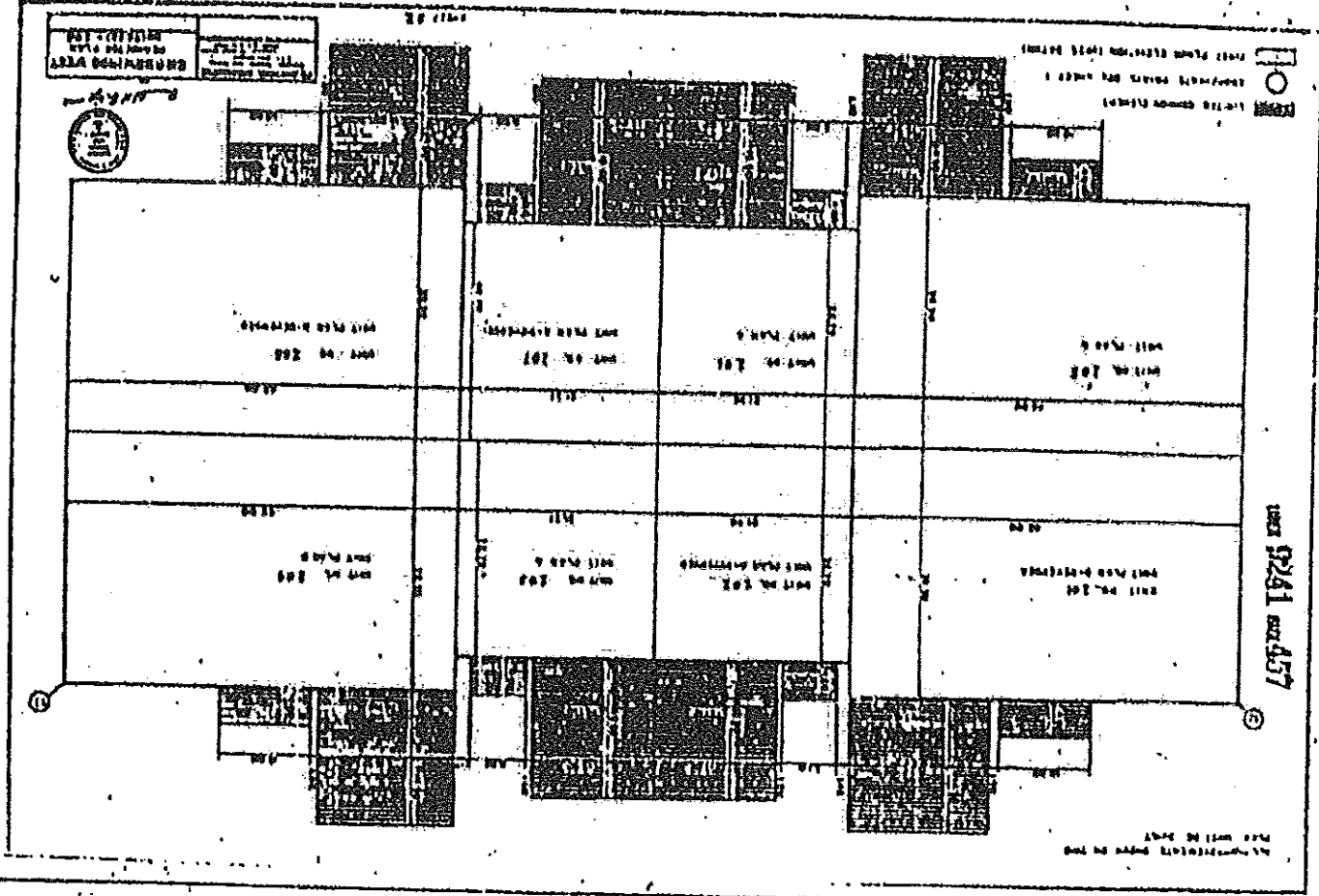


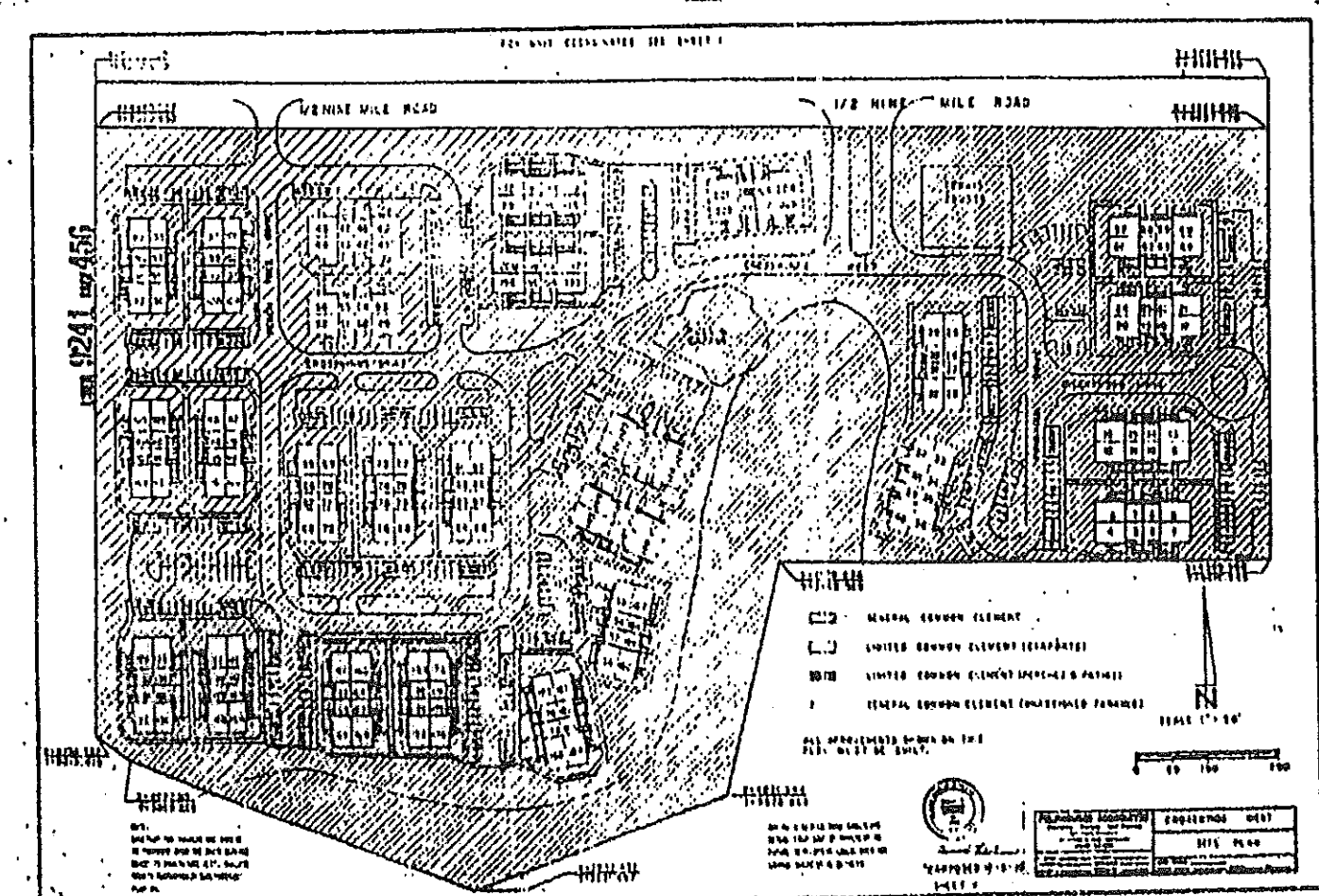
RECEIVED DEPT. OF JUSTICE DIVISION OF INVESTIGATION MAY 10 1964 WASHINGTON, D.C.	MAY 10 1964 MAY 10 1964 MAY 10 1964
---	---



RESEARCH AND DEVELOPMENT
 Specialty Group Ltd. Group
 10000 Highway 101
 Suite 100
 Mississauga, Ont. L4V 1P9
 Tel: (416) 276-1111
 Fax: (416) 276-1112

USC 15250-335





15250-334

TABLE OF CONTENTS

1.0	BACKGROUND INFORMATION
1.1	Community Description
1.2	Condominium Documents
1.3	Community Handbook
1.4	The Association and the Board of Directors
1.5	Operating Budget and the Replacement Reserve Fund
1.6	Monthly and Special Assessments
1.7	Property Management Company
1.8	On-Site Maintenance Supervisor
2.0	MAINTENANCE AND SERVICE REQUESTS
2.1	Maintenance and Service Requests
3.0	COMMUNITY RULES AND REGULATIONS
3.1	Community Restrictions
3.2	Community Recreational Facilities
3.2.1	Pool and Cabana Rules
3.2.2	Tennis Court Rules
3.3	Fines and Fine Schedule
4.0	GENERAL INFORMATION
4.1	Garbage Storage and Garbage Pick Up
4.2	Garage Sale
4.3	Newsletter
4.4	Recycling
4.5	Window Maintenance
4.6	Winterizing
5.0	INSURANCE INFORMATION
5.1	Association Insurance
5.2	Co-owner Insurance
6.0	HOUSEHOLD HINTS
6.1	Air Conditioning Maintenance
6.2	Circuit Breakers
6.3	Furnace Maintenance
6.4	Garbage Disposal
6.5	Hot Water Heater
6.6	Smoke Detector
6.7	Sump Pumps

1.0 BACKGROUND INFORMATION

1.1 Community Description

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

1.2 Condominium Documents

All co-owners in the COMMUNITY are subject to the provisions and terms set forth in the Master Deed, Condominium Bylaws, Association Bylaws, Condominium Subdivision Plan, Articles of Incorporation for the ASSOCIATION, and all duly adopted Rules and Regulations of the ASSOCIATION (collectively referred to as the "CONDOMINIUM DOCUMENTS"). The Master Deed includes, among other things, the legal description of the COMMUNITY, a definition of terms, and a description of the Common Elements constituting the COMMUNITY. The Bylaws include the Condominium Bylaws and the Association Bylaws. The Condominium Bylaws contain, among other things, provisions relating to the management and fiscal affairs of the COMMUNITY and, in particular, set forth the provisions relating to assessment of co-owners for the purpose of paying the costs of operation of the COMMUNITY. The Condominium Bylaws also contain certain restrictions on the ownership, occupancy and use of and in the COMMUNITY. The Association Bylaws are the Corporate Bylaws of the ASSOCIATION established to manage, maintain and administer the COMMUNITY. The Association Bylaws contain provisions relating to the operation of the ASSOCIATION as a corporate entity, and covers such items as Member voting and meetings, election and operation of the Board of Directors and the duties of Officers.

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

1.3 Community Handbook

The Board of Directors has developed this Community Handbook as a convenient reference manual for the co-owners. In the event of a conflict between the Community Handbook and the CONDOMINIUM DOCUMENTS, the latter shall prevail. The policies and Board rules – not Condominium Bylaw provisions – outlined in the Community Handbook are subject to modifications and additions at any time by the Board of Directors. The Community Handbook will be updated on a regular basis upon significant modifications and/or additions to these policies and provided to the Co-owners.

1.4 The Association and the Board of Directors

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

There are seven (7) members on the Board of Directors serving alternating two-year terms. Four (4) directors are elected in "even" years and three (3) directors are elected in "odd" years. The ASSOCIATION contracts a Property Management Company to provide the financial, administrative and maintenance management of the COMMUNITY. The ASSOCIATION also employs an on-site maintenance supervisor. (Bylaws Article III, Section 2)

The Board of Directors meets approximately once a month with the Property Manager representing the Property Management Company. These meetings include a review of the monthly co-owner maintenance report, COMMUNITY financial statements and co-owner correspondence, and evaluation of contractor proposals. The Board of Directors also meets in November to adopt the Annual Operating Budget for the next fiscal year. In addition, the Board of Directors meet as required to address special problems or perform COMMUNITY evaluations (inspections).

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

1.5 Operating Budget and the Replacement Reserve Fund

The Board of Directors meets in the fall of each year to prepare the Annual Operating Budget for the next fiscal year. The proposed operating budget is prepared jointly by the Treasurer and Property Management Company. The Board of Directors reviews, modifies and ultimately approves an operating budget for the next fiscal year, typically at its November Board meeting. The operating budget provides for the daily operation and short-term maintenance of the COMMUNITY. This includes funding for landscaping, snow removal, an on-site maintenance supervisor, operation of the recreational facilities, administrative costs and funding of the Replacement Reserve Account. The Replacement Reserve Account is used for long-term maintenance and replacements of the Common Elements of the COMMUNITY. These expenses may include painting buildings, road repairs, landscaping improvements and similar improvements. (Bylaws Article III, Section 3 Assessments)

1.6 Monthly and Special Assessments

The operating budget is funded by the co-owner "monthly assessment" (sometimes referred to as "association dues" or "maintenance fees"). The monthly assessment is calculated by taking the approved operating budget divided by the 208 co-owners spread over 12 monthly payments. The prompt payment of assessments by all co-owners is critical to the financial integrity of the COMMUNITY. All monthly assessments are due on the 1st of the month. Payment received after the 10th of the month is considered "past due". Any account that is not paid in full on the 10th of the month, including the monthly assessment and any late fees, fines and/or legal fees, will be assessed a "late fee" of \$40.00 each and every month the account is past due. It is the complete and sole responsibility of the co-owner to insure that payment is received by the 10th of the month. (Bylaw Article III Assessments)

Payment of all assessment amounts due to Crosswinds West Condominium Association may be paid in either of the following methods:

1. By personal check or money order, made payable to Crosswinds West Condominium Association and mailed in a pre-addressed envelope, provided by the Association, and mailed to the management company.
2. Electronically transferred from a co-owner's bank account into the Association's operating account, provided the co-owner enrolls and authorizes such electronic transfers.

Payments of monthly assessments are due on the first day of each month. All payments received after the first day of each month are considered delinquent. This means that your payment should be mailed within the last few days of the end of each month for the following month. A 10-day grace period shall be established before any penalty for delinquent payments is assessed. Payments post-marked or received after the 10th of the month shall be subject to a \$40.00 late charge.

The collection of delinquent assessments shall be processed in the following manner:

1. A late notice letter may be mailed before the end of the month in which a delinquency arises indicating the amount due to the Association and a description of the amount due in the various categories comprising the total amount.
2. If payment is not received by the 10th of the following month, whereby a delinquency is created for two monthly assessment payments, the co-owner shall receive an updated accounting of all amounts due and collection of the entire delinquent amount shall be processed by the Association's attorney with collection costs charged back to the delinquent co-owner.

When payments are received on a delinquent account and the value received paid does not eliminate the delinquency in full, the application of the payment shall be completed by applying payments to the late fees, fines and assessments in the chronological order as they were assessed to the account.

By way of example: You do not pay June's assessment, on the 10th of the month you are assessed a delinquency penalty. July 5th you pay only the assessment due for June & July. The results are the first monies applied pay the June late fee, next the June assessment with the balance paying July. However, because July is only a partial payment, you will be assessed a late charge for July.

It is the responsibility of the management company to notify delinquent co-owners of their balance due amount, if any, and process collections within the parameters of this collection policy. Once delinquent accounts are transferred to the attorney's office for collection, payment of all amounts including legal fees due must be in full and paid to Crosswinds West through the attorney's office.

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

The CONDOMINIUM DOCUMENTS also empower the Board of Directors to assess "additional" and "special" assessments to co-owners. Additional assessments may be assessed for such things as meeting budget deficits, providing replacements of existing Common Elements and providing additions to Common Elements at a cost not exceeding \$15,000.00. Special assessments require co-owner approval and may be assessed for such things as providing additions to Common Elements at a cost exceeding \$15,000.00 and assessments to purchase a unit upon foreclosure of a lien for past due assessments. In a general sense, additional assessments are allowed for those types of expenses that a Board is obligated to incur as part of its duty to manage and maintain the Condominium, while special assessments are used for those expenses that are largely discretionary. **(Master Deed Article III)**

1.7 Property Management Company

The ASSOCIATION contracts a Property Management Company to provide the financial, administrative and maintenance management of the COMMUNITY. The Property Management Company collects monthly assessments, maintains the financial records of the COMMUNITY, provides for the maintenance of the COMMUNITY, solicits and negotiates bids for COMMUNITY services and maintenance, processes service requests from co-owners and provides financial and maintenance reports to the Board of Directors. Please See Section 7.1 for the additional information regarding the Property Management Company. The Property Management Company performs duties delegated to it by the Board of Directors as an agent of the Association.

1.8 On-Site Maintenance Supervisor

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

2.0 MAINTENANCE AND SERVICE REQUESTS

The COMMUNITY contains both "General Common Elements" and "Limited Common Elements" as defined by Article IV of the Master Deed. The maintenance responsibilities for the General and Limited Common Elements are also set forth in Article IV of the Master Deed. The cost to provide the maintenance for which the ASSOCIATION is responsible is funded by the annual operating budget via the co-owner monthly assessments. Please note that the co-owner is responsible for the cost to repair or replace a General Common Element that is damaged by the co-owner's misuse or negligence. The co-owner must provide for the maintenance of those Limited Common Elements for which they are responsible in a timely manner in accordance with the standards of the COMMUNITY. For your convenience, a Responsibility Chart has been prepared as a guide to maintenance responsibilities and is attached to these Rules.

At the request of the co-owner, the ASSOCIATION may act as a general contractor on behalf of the co-owner for the maintenance of those Limited Common Elements for which the co-owner is responsible to insure that the workmanship and materials comply with the COMMUNITY standards. The cost to provide these services will then be billed to the co-owner. Doors will also be painted at no charge at the time of the building re-painting. Minimal fence repair (re-nailing of loose boards for example) will be provided by the on-site maintenance supervisor at no charge to the co-owner.

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

2.1 Maintenance and Service Requests

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

The Property Management Company will contact you to make arrangements for the on-site maintenance supervisor or a contractor to perform the requested service. It is the responsibility of the co-owner to make every effort to schedule access to a unit if needed to perform the service. Please note that if the requested maintenance involves a problem that can deteriorate over time and/or possibly develop into a more serious problem, the co-owner is required to make available immediate access to the unit for repair if need be. In the event that the ASSOCIATION is not allowed access or has no ready means of access when needed, the ASSOCIATION will take appropriate action to gain access to the unit in accordance with the provisions of the CONDOMINIUM DOCUMENTS and the costs of gaining access and any damage resulting are the full responsibility of the co-owner.

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

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

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

3.0 COMMUNITY RULES AND REGULATIONS

The CONDOMINIUM DOCUMENTS, specifically Article VII of the Condominium Bylaws, defines the general COMMUNITY restrictions. In addition, the Board of Directors has adopted specific rules and regulations (also known as policies) pertaining to the use of the recreational facilities and other areas of the COMMUNITY not specifically addressed or clarified by the CONDOMINIUM DOCUMENTS.

3.1 Community Restrictions

Following is a summary of some of the restrictions outlined in Section VII of the Condominium Bylaws along with Rules and Regulations that have been adopted by the Board of Directors. This list is provided to the co-owner as a convenient reference only as it pertains to those restrictions outlined in Section VII of the Condominium Bylaws. In the event of a conflict between the following and the Condominium Bylaws, the latter shall prevail.

- **Single Family Use.** No unit may be used for other than single-family residential use and not for any commercial purpose. No Co-owner shall carry on any business enterprise or commercial activities anywhere on the Common Elements or within the Units, specifically including for profit day care, adult foster care, nursing facilities, transitional housing and similar enterprises, except that Co-owners shall be allowed to have home offices in their Units, provided the same (1) do not involve additional pedestrian or vehicular traffic by customers, users or beneficiaries of the services being performed and/or congestion within the Condominium, (2) do not utilize or involve the presence of any employees within the Unit other than the individual Co-owner(s) and their families, (3) do not disturb other Co-owners, (4) do not involve additional expense to the Association (such as utility charges and insurance), and (5) do not violate any other provision or restriction contained in the Condominium Documents, (6) do not involve the storage of bulk goods for resale, and (7) do not constitute a violation of any ordinances or regulations of the City of Novi. (Bylaws Article VII, Section 10)

▪ **Sale or Lease of Units.** Prior to the sale or lease of a unit, a co-owner must provide written notice to the Board of Directors, through the Management Company, of the intention to lease or sell a unit. All rental or lease agreements must be submitted to the Board of Directors for prior review and approval, and include appropriate language to incorporate compliance with all Association documents therein. Co-owners must notify the Board of Directors in writing of any change in ownership or occupancy within a unit and provide a forwarding address for communications. (Bylaws Article VII, Section 2)

▪ **Alterations and Modifications.** No co-owner shall make alterations in exterior appearance or make structural modifications to the exterior of the unit or the Limited or General Common Elements without prior written approval from the Board of Directors (this includes window awnings, external window shades, wood fences and storage enclosures (garden tools, summer furniture, garbage or wood)). The addition of a screen door, iron porch railings, iron patio gates and iron fences are permitted. Please note that only one (1) storm door type and one (1) gate, fence and rail manufacturer has been approved by the ASSOCIATION. Please contact the Property Management Company for additional information. Internal modifications, such as finishing a basement or moving walls, are also subject to prior written approval by the Board of Directors. All work must be performed in accordance with local and state regulations and applicable building codes. (Bylaws Article VII, Section 4)

▪ **Satellite Dish Installations.** The Board of Directors of Crosswinds West Condominium Association, in compliance with federal regulations, permits the installation of satellite dish systems on an individual basis until such time that the Association adopts a centralized satellite dish policy that will become applicable for all satellite dish reception connections thereafter. In the interim, Co-owners of Crosswinds West may install a satellite dish in the limited common element areas designed for the exclusive use of each respective co-owner. Consequently, satellite dish installations are to be located in the limited common element courtyard as defined by the Master Deed.

In addition to the foregoing, the Condominium Association will permit satellite dish installations to occur in one specific general common element not designed for the exclusive use and enjoyment of each respective co-owner. The one specific general common element area where a satellite dish may be installed is on the chimney chase above the roof line at its highest point without any portion of the satellite dish exceeding the height of the chimney chase for the respective unit of the involved co-owner. In any instance, satellite dish connection wires and/or cables must be routed on the interior of the framed structures and may not be exposed or traverse any other general common element on the structure in any respect. Finally, a simple Modification / Alteration Permit is to be completed and approved before the installation is scheduled. Questions regarding this Satellite Dish Policy may be directed to the on-site Maintenance Supervisor, from whom you can obtain the Modification / Alteration Permit or to the Community Management Company.

▪ **Decks and Patios.** Any Co-owner wanting to build a deck or patio (brick, block or cement) within the patio area or wanting to enclose the patio area must submit plans to the Board of Directors, through the Management Company, for prior review and approval. Please remember that no permanent structure can be above 18" or porch level whichever is greater. Patio or decks that are constructed without approval and that are in violation of the CONDOMINIUM DOCUMENTS will be removed at co-owner expense or will subject the co-owner to legal action at the co-owner's expense. Please forward all plans and descriptions to the Property Management Company. Please contact MISS DIG (800/764-7661) to locate utilities (electrical, water, gas) prior to digging. (Bylaws Article VII, Section 4)

- **Conduct Upon the Community Premises.** No immoral, improper, unlawful, offensive activity is allowed in a co-owner unit or the limited or general common elements.
- **Pets.** A co-owner is allowed to keep one (1) domesticated animal as a pet. Written permission from the Board of Directors is required for more than one (1) pet. It is the responsibility of the co-owner to ensure that the pet is cared for and restrained so that no pet is obnoxious, aggressive, or offensive on account of noise or behavior, odor or unsanitary conditions. All pets must be on a leash and no pet shall be allowed to be loose on the Common Elements. Pets must be attended by a responsible co-owner at all times. The co-owner must immediately clean-up feces deposited by a pet. Any lawn, bush or tree damage caused by a pet is the responsibility of the co-owner. Any violation of this policy is subject to an immediate fine of \$50.00 per day for each day the violation is not cured and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act. The ASSOCIATION will also assess a co-owner the cost to repair or replace any landscaping damage caused by a pet. (Bylaws Article VII, Section 6)
- **Use of Common Elements.** The Limited or General Common Elements, including patios and carports, shall not be used for storage of supplies, materials, personal property, or trash at any time. Sidewalks, landscaped areas, driveways, roads, parking areas, porches and stairs shall not be obstructed in any way or used as a play area for children. (Bylaws Article VII, Section 7)
- **Window Treatments.** All window treatments (curtains, drapes, shades, blinds) visible from the exterior shall be made or lined with material which is white or off-white in color.
- **Traffic, Vehicles, Garages, Carports and Parking.**

Street Traffic and Parking: All street traffic will proceed in an orderly fashion similar to that of a typical highway/street, maintaining vehicular traffic adjacent to the curb on the passenger side of the vehicle. Parking on any street surface (those surfaces other than parking lots, carports, garages, lawn areas, etc.) is strictly prohibited. Vehicles may be allowed to "stand" immediately adjacent to a curb for a period not to exceed 10 minutes for the sole purpose of loading or unloading of persons or personal property. All "standing" vehicles must be immediately adjacent to the curb and display its hazard warning flashers. A "standing" vehicle does not necessarily have to have its motor running. All vehicles shall obey the posted speed limit of 15 MPH.

Access to Fire Hydrants: In accordance with state law, no vehicle or other personal property of any Co-owner may be parked, placed, stored, located or otherwise be situated within 15 feet of any fire hydrant. Consequently, there is a 15-foot clear area surrounding each fire hydrant in the community.

City of Novi Fire Department / Police Department Authority: By adopting this fire safety plan, and providing same to the City of Novi Fire Department and Police Department, Crosswinds West Condominium Association hereby permits and otherwise conveys the Association's authority to enforce any of the above restrictions as they relate to street parking, speed, fire hydrant access or any other posted traffic control instruction to the Novi Fire Department and/or Police Department.

Violations of Traffic and Parking Policy: All violations of this policy shall be processed in accordance with the remedy procedures outlined in the Condominium Bylaws and Michigan Condominium Act.

The Master Deed and Bylaws of the Association provide for the designation of a parking space that is appurtenant, and deeded, to each unit. The deeded parking space is designed to be the primary parking space used by the owner of each unit, and utilized by the owner on a consistent and on-going basis. The Master Deed and Bylaws also provide for undesignated parking spaces, which are designed to permit vehicle parking by additional family members, visitors and guests. These undesignated parking spaces are to be used on a first come, first served basis. In concert with the foregoing provisions, and as authorized by the powers vested in the Association's Board of Directors, the following vehicle and parking rules and regulations are hereby adopted.

Each Co-owner shall park one vehicle in their designated parking location (i.e. carport / garage).

Each family member, who has an issued state of Michigan driver's license and who resides at the Co-owner's unit, may utilize one of the undesignated parking spaces to park his or her vehicle, provided that all other rules, regulations and restrictions are met. Therefore, there shall not be more vehicles parked in any designated or undesignated parking space per unit than there are licensed drivers residing in each unit.

All vehicles shall be registered with the Association's management company, on a form designed by the Association and provided to each Co-owner. The vehicle registration form will require the name(s) and proof of driver's license for all residents who will be parking a vehicle in any designated or undesignated parking spaces. Upon acceptance of registration, the Association shall issue a parking permit for each qualifying vehicle. Violations of this restriction shall result in the vehicle being towed off of the Association's property at the unit owner's or vehicle owner's expense.

Vehicles may not remain unmoved, unused, stored or otherwise occupy an undesignated parking space for more than forty-eight hours. Violations of this restriction shall result in the vehicle being towed off of the Association's property at the unit owner's or vehicle owner's expense.

Vehicles may not be stored, abandoned, left inoperable, unlicensed or non-plated for any period of time. Violations of this restriction shall result in the vehicle being towed off of the Association's property at the unit owner's or vehicle owner's expense.

No house trailers, commercial vehicles, camping vehicles, snowmobiles, boats or trailers may be stored or parked in the COMMUNITY except in enclosed garages (not carports) out of the view from the Common Elements. Unless you utilize the parking areas located near the pool and tennis court as your parking area to access your unit, please do not park in the parking areas located by the pool or tennis courts. Parking in these areas deprives co-owners living adjacent to these areas of open parking spaces.

Please keep garage doors closed when not in use. For the cleanliness of our COMMUNITY, please do not park vehicles which are leaking oil or other engine fluids in the parking areas or in the street as you will be charged for necessary repairs or clean-up.

Carports are for parking of passenger vehicles only and shall not be used for the storage of any items, including, without limitation, trash containers, storage of pet feces, bicycles or firewood. Carports can be converted to garages with Board approval. Please contact the Property Management Company for information regarding specifications and authorized contractors.

Recreational Vehicle Parking Policy: Co-owners of the Association shall be permitted to park, but not store, one camping vehicle or camping trailer on the premises for a time period not to exceed 24 hours in length and in no instance encompass more than one overnight period. The parking of the camping vehicle or camping trailer shall be at a location to be requested by the co-owner and determined to be acceptable to the Board of Directors, in advance of the parking of the camping vehicle or camping trailer on the premises. The Board of Directors reserves the right to modify the approved parking location of the camping vehicle or camping trailer as it determines appropriate.

The Recreational Vehicle Parking Policy shall apply to both the request to park a camping vehicle or camping trailer upon the premises when embarking on or returning from various trips, or during seasonal storage routines. The Recreational Vehicle Parking Policy is not intended to provide an every other day parking location for camping vehicles and camping trailers or any reasonable facsimile thereof.

- **Prohibition of Dangerous Items.** The use of firearms, air rifles, pellet guns, B-B guns, bow and arrows, or other similar dangerous weapons or projectiles may not be used on the COMMUNITY premises. The storage of flammable or hazardous materials is prohibited. (Bylaws Article VII, Section 10)

- **Landscaping.** No co-owner shall perform any landscaping, plant trees, shrubs, flowers or place ornamental materials upon the Common Elements without prior written approval from the Board of Directors. Notwithstanding the foregoing, co-owners may plant flowers and shrubs within the patio area or the established flowerbeds appurtenant to their unit without Board of Director approval. Please remember to plant flowers away from the edge of the lawns to allow for lawn mowers and edging equipment to cut the lawn without damaging your flowers. Any landscaping performed by a co-owner and any such trees or shrubs planted by a co-owner, if and when approved if necessary, shall be the responsibility of the co-owner to maintain. (Bylaws Article VII, Section 11)

The definition of maintaining landscape materials shall include period pruning to prevent landscape plantings from resting on any fence, masonry brick wall, masonry brick pillar, masonry brick porch, or any other structure that may become damaged, or increase the cost of maintenance of such structures. In the event that such co-owner fails to adequately maintain such landscaping performed by the co-owner and any such trees, shrubs, or flowers planted by the co-owner to the satisfaction of the ASSOCIATION, the ASSOCIATION shall have the right to remove them or to perform such maintenance and assess and collect from the co-owner the cost thereof in the manner provided in Article II of the Condominium Bylaws.

The co-owner shall also be liable for any damages to the Common Elements arising from the performance of such landscaping or the planting of such trees or shrubs, or the continued maintenance thereof. Should access to any Common Elements of any sort be required, or should any landscaping interfere with maintenance or services provided by the ASSOCIATION, the ASSOCIATION may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved by the Board of Directors, that are damaged in the course of gaining such access and/or performance of such services, nor shall the ASSOCIATION be responsible for monetary damages of any sort arising out of any such actions.

In addition to the above, the Board of Directors and Management Company conduct a comprehensive property inspection in the spring of each year. The purpose of the inspection is to identify items needing maintenance, repair, or replacement and to either schedule the required corrective action if the identified item is the responsibility of the Association to maintain, repair, or replace, or to send notice to the Co-owner(s) whom hold the responsibility to maintain, repair, or replace the identified item. The standard for inspecting such items, which are the Co-owner's responsibility to maintain, repair or replace, includes, but may not be limited to, the following:

- ☐ All trees, shrubs, plants and flowers maintain at least 6" clearance from any structure, sidewalk, fence or roof.
- ☐ Any bed that has been planted or modified by the current or previous co-owner is weeded, trimmed and kept neat in appearance.
- ☐ Ivy, vines or any similar plant material do not overgrow near sidewalks or up walls or structures. No plant is supported or grows up the building or any structure of it (i.e. porch posts, fences, walls, etc.), nor does it grow up any support which is close enough to the structure to allow contact and at least 6" clearance from structures is maintained. Branches do not hang over roof nor drop debris onto it.
- ☐ No modifications have been installed without approved by the Board of Directors.
- ☐ Pet damage to lawns is properly repaired and no pet waste is present. Pet waste is not stored outside, such as in a bag or trash can.
- ☐ Trees and plants do not block lights and are pruned neatly and are appropriate in size for proximity to buildings and structures.
- ☐ Shrubs and plants are neat, healthy and cared for with dead material removed.
- ☐ All trees, shrubs, roses or similar items are pruned for neat appearance and to prevent over growth. All dead material removed.
- ☐ Hedges are not resting or touching on fences or buildings (minimum 6" clearance at all times.)
- ☐ Windows are not fogged
- ☐ Windows, window trim and window mullions (strips between glass) are in good repair and of proper style, pattern and type.
- ☐ Iron gate is in good repair and properly maintained and painted.
- ☐ Storm Door is in good repair and properly maintained.
- ☐ Front Door is in good repair and properly maintained and painted.
- ☐ Screens are in good repair, properly attached with no visible tears or holes.
- ☐ Window coverings are white or off-white in color.
- ☐ No items are nailed to the structure

- Decorations are minimal and appropriate, no visible "Lawn Ornaments." No excessive clutter such as empty flower pots, multiple door decorations, shoes, yard tools, etc. are visible.
- Patio, garage, carport or any exterior area is not used for storage of supplies, materials, personal property, or trash at any time.
- There are not items obstructing the sidewalk, landscaping, porches or stairs in anyway.
- No trash containers or trash of any kind is stored in any carport or courtyard area.
- No other unsightly or unusual items exist that would detract from the visual appearance of the community, damage any structures, or create any liability for the association.
- **Maintenance.** Co-owners shall maintain their units and those Limited Common Elements for which they are responsible in a safe, clean and sanitary condition. (Bylaws Article VII, Section 13)
- **Signs.** No signs, including "For Sale", or "For Lease, "Open" or similar signs, shall be displayed which are visible from the exterior of a unit or posted on the Limited or General Common Elements. Violation of this restriction is subject to a liquidation fee of \$100.00 per day for each day posted without warning or notice and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act, and the ASSOCIATION may remove and destroy such violative signs at co-owner expense. Co-owners may fly an American Flag no larger than 3' x 5'. (Bylaws Article VII, Section 15)

3.2 Community Recreational Facilities.

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

3.2.1 Pool and Cabana Rules

The pool hours of operation are posted at the Cabana. A key FOB provides access to the cabana and a separate key provides access to the tennis courts. All co-owners whose accounts are in good standing will be allowed to access the pool. All co-owners with delinquent accounts must bring their account to current status prior to being able to access the pool.

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

The pool hours are posted at the cabana. Please enter the pool area through the cabana. Please close all cabana doors securely to discourage use by trespassers.

- The pool is not attended by a lifeguard. Only qualified swimmers are permitted in the deep area of the pool. Swim at your own risk.
- Use of the pool, pool area, pool furniture, pool bathrooms and showers, etc., is at your own risk.
- The pool and general Cabana areas are monitored with surveillance cameras.
- The ASSOCIATION is not responsible for lost or stolen property.

- Only members of the COMMUNITY and their guests are allowed to use the COMMUNITY pool. Children age of 14 and under must be accompanied by a responsible adult at all times. All guests must be attended by an adult co-owner. The Board of Directors encourages all co-owners to report all trespassers to the Novi police.
- Only properly designated swimwear is permitted; no cut-offs! All swimmers must wear bathing caps if hair is long. Infants must wear tight fitting rubber pants; no diapers!
- Please shower to clean feet and remove suntan lotions before entering pool.
- No running, "horseplay", throwing of balls or similar activities are allowed in the pool area or in the pool. Any person who is disturbing or irritating others may be evicted from the pool or pool area.
- No floating mattresses or other large plastic toys are permitted in the pool.
- No diving into the pool.
- No food is permitted in the pool area or in the pool. No glass containers are allowed in the pool area.
- No pets are permitted in the pool area.
- Please close all cable umbrellas when not in use to protect against wind damage.
- Please place all cigarette butts in ashtray pails or other containers provided. Please pick up and dispose of all trash or litter. Please keep restrooms clean.

3.2.2 Tennis Court Rules

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

3.3 Fines and Fine Schedule

The violation by any co-owner, occupant or guest of any of the provisions of the CONDOMINIUM DOCUMENTS shall be grounds for assessment by the ASSOCIATION, acting through its duly constituted Board of Directors, of monetary fines against the involved co-owner. Such co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such co-owner to the COMMUNITY premises. (Bylaws Article XII)

- Upon any such violation being alleged by the Board, the following procedures will be followed:
- Notice of the violation, including the provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said co-owner at the address as shown in the notice required to be filed with the ASSOCIATION pursuant to Article I, Section 3E, of the Condominium Bylaws.
- The offending co-owner shall be notified of a scheduled hearing before the Board of Directors at which the co-owner may offer evidence in defense of the alleged violation. The appearance before the Board of Directors shall be at its next scheduled meeting, but in no event shall the co-owner be required to appear less than 7 days from the date of the notice.
- Failure to respond to the notice of violation or appear at the hearing constitutes default.
- Upon appearance by the co-owner before the Board of Directors and presentation of evidence of defense, or, in the event of the co-owner's default, the Board of Directors shall by majority vote of a quorum of the Board of Directors, decide whether a violation has occurred. The Board of Directors' decision is final.

Upon violation of any of the provisions of the CONDOMINIUM DOCUMENTS and after default of the offending co-owner or upon the decision of the Board of Directors as recited above, the following fines shall be levied:

1 st Violation:	Warning Letter
2 nd Violation:	\$50.00
3 rd and Subsequent Violations:	\$100.00

The above fine schedule is not applicable to the "Sign Violation", the "Window Repair Violation", the "Trash Violation" or the "Pet Violation", all as set forth separately in these Rules.

The Board of Directors, without the necessity of an amendment to the Condominium Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 16 of the Condominium Bylaws. For purposes of the fine schedule, the number of the violation (i.e. first, second etc.) is determined with respect to the number of times that a co-owner violates the same provision of the CONDOMINIUM DOCUMENTS, as long as that co-owner may be an owner of a unit or occupant of the Project, and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues.

The fines levied pursuant to the above stated rules and regulations shall be assessed against the co-owner and shall be due and payable together with the regular monthly installment of the Annual Assessment next becoming due on the first day of the following month. Failure to pay the fine will subject the co-owner to all liabilities set forth in the CONDOMINIUM DOCUMENTS. All unpaid amounts shall further constitute a lien on the co-owner's unit, enforceable as set forth in Article II of the Condominium Bylaws.

4.0 GENERAL INFORMATION

4.1 Garbage Storage and Garbage Pick Up

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

The ASSOCIATION has designated areas for the placement of trash for pick-up adjoining the mailboxes throughout the COMMUNITY. **Please remember that collection day will be postponed by one day if a holiday falls on a prior weekday or on the day of collection.** For example, currently collection day is Friday. Collection day will Saturday if a holiday falls on a Friday. (Bylaws Article VII, Section 7)

To discourage problems with animals, trash must only be placed out for pick-up on the morning of collection day. Please make alternate arrangements for placement of trash for pick-up in the event of your absence. Co-owners in violation of this restriction are subject to an immediate \$50.00 fine for each violation, without warning and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act.

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

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

4.2 Garage Sale

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

4.3 Newsletter

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

4.4 Recycling

The City of Novi has a Recycling Center located at 26300 Delwal Drive, which is north of Eleven Mile and west of Meadowbrook Rd. The Recycling Center is a "drop-off facility for all Novi residents and is open during daylight hours. The Recycling Center will accept newspaper, glass, steel or tin cans, aluminum, plastic. Please follow these guidelines:

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

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

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

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

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

Motor Oil. The Recycling Center does not accept motor oil. For more information on disposing of Motor Oil, please refer to the City of Novi Website for special drop off locations and Household Hazardous Waste Disposal events.

There is also a Paper Retriever located in the Novi Public Library parking lot to be used only for white copy and lined paper, colored copy paper, soft cover books, catalogs, magazines, newspaper, and junk mail.

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

4.5 Window Maintenance

The repair and replacement of windows and doorwalls are a co-owner responsibility as defined in the Master Deed. The original installed windows have imitation "mullion strips" between the window panes. This tape deteriorates with age and exposure to sun. In addition, the seal of these windows may break causing fogging and condensation. In accordance with the Master Deed, it is the responsibility of the co-owner to replace all defective window panes in a timely manner. Co-homeowners that fail to comply will be served with a written notice requiring that repairs be made within 90 days of notification.

Any co-owner that fails to comply with this written notification will be assessed a fine of \$50.00 the first month and \$100.00 per month, thereafter, until replacement windows are installed without further warning or notice, and after satisfaction of the hearing requirement set forth in the Michigan Condominium Act.

4.6 Winterizing

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

Units that have been vacated for any purpose must be properly, and preferably professionally, winterized to protect from frozen water pipes which rupture and can cause significant damage. If not winterized, all vacant units must have fully operational utilities with the thermostat set to a sufficient temperature to prevent water pipes from freezing.

Calcium Chloride is available in marked containers (marked "Salt") located throughout the COMMUNITY for co-owner use. Please do not use salt (Sodium Chloride) on porches or sidewalks as it damages the cement. Please do not use solid porch coverings or mats that do not allow air flow. These types of porch coverings cause "spalling" (shallow pits and holes). Please make certain that you firmly replace the cover of the salt containers after each use.

5.0 INSURANCE INFORMATION

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

5.1 Association Insurance

The ASSOCIATION insurance covers all buildings and common grounds that are the responsibility of the ASSOCIATION. In the event a loss occurs, the buildings will be rebuilt with standard units as originally constructed, not including betterments and improvements made by the developer or the co-owner. This policy covers claims due to fire, wind, vandalism, hail and certain types of water damage. In addition, the policy provides liability insurance in case of personal injury on the common elements. Normal insurance exclusions such as wear and tear, flood, earthquake, mold, personal possessions of the co-owner, personal liability the co-owner, are applicable. (Bylaws Article V)

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

5.2 Co-owner Insurance

It is strongly recommended that all co-owners have a Condominium Owner Insurance Policy. This type of policy is generally referred to as a "Form HO6 Policy". This insurance policy generally provides protection of the co-owners possessions, betterments and personal liability claims. This policy generally includes replacement protection for furniture, appliances, clothing, jewelry, etc. Many policies include limits for coverage of jewelry, furs, computers, and may require optional coverage to be fully insured. In addition, additional insurance may be required for betterments and improvements including wall and floor coverings and finished basements. Liability insurance provides protection from personal injury claims within your unit, porch or patio area. Please contact your insurance agent for additional information.

6.0 HOUSEHOLD HINTS

6.1 Air Conditioning Maintenance

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



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

6.2 Circuit Breakers

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

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

6.3 Furnace Maintenance

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

6.4 Garbage Disposal

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

6.5 Hot Water Heater

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

6.6 Smoke Detector

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

6.7 Sump Pumps

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

