

**MASTER DEED**

Oakland Cty.  
Register of Deeds  
858-0597  
842

**PURCHASER INFORMATION BOOKLET  
WOODWIND VILLAGE CONDOMINIUM  
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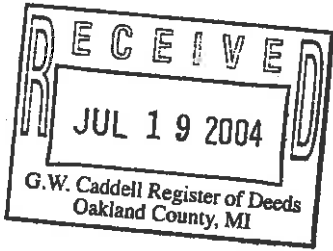
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COPY

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LIBER 33601 PAGE 495  
\$262.00 DEED - COMBINED  
\$4.00 REMONUMENTATION  
07/19/2004 02:16:02 P.M. RECEIPT # 0606  
PAID RECORDED - OAKLAND COUNTY  
G.WILLIAM CADDELL, CLERK/REGISTER OF DEED



## MASTER DEED For WOODWIND VILLAGE CONDOMINIUM

This Master Deed for **WOODWIND VILLAGE CONDOMINIUM**, a residential site condominium, is made and executed on this 24<sup>th</sup> day of June, 2004, by Curtis-A&M Lyon, LLC, a Michigan Limited Liability Company, hereinafter referred to as "Developer", whose address is 29992 Northwestern Highway, Building "A", Farmington Hills, Michigan 48334, in pursuance of the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

### WITNESSETH:

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

**NOW, THEREFORE**, effective upon the recording hereof, the Developer establishes **WOODWIND VILLAGE CONDOMINIUM** as a residential site Condominium under the Act and declares that **WOODWIND VILLAGE CONDOMINIUM** (hereinafter referred to as the "Condominium", "Project" or "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits "A" and "B" hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and all persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns. In furtherance of the establishment of the Condominium, it is provided as follows:

### ARTICLE I TITLE AND NATURE

The Condominium shall be known as **WOODWIND VILLAGE CONDOMINIUM**, Oakland County Condominium Subdivision Plan No. 1145. The Condominium is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit, and the designation of Common Elements, are set forth completely in the Condominium Subdivision Plan and/or in Article IV and/or Article V of this Master Deed. Each Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance to and exit from a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to his Unit and shall have an undivided and inseparable interest with the other Co-owners in the Common Elements of the Condominium and shall share with the other Co-owners the right to use and enjoy the Common Elements of the Condominium as provided in this Master Deed. The provisions of this Master Deed, includi

but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

**ARTICLE II**  
**LEGAL DESCRIPTION**

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

PART OF THE SOUTH 1/2 OF SECTION 23, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT DISTANT NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 23, 942.96 FEET FROM THE SOUTHWEST CORNER OF SAID SECTION 23. PROCEEDING THENCE NORTH 00 DEGREES 33 MINUTES 35 SECONDS WEST 112.39 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 90.00 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 35 SECONDS WEST 190.00 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 45.52 FEET; THENCE SOUTH 89 DEGREES 14 MINUTES 27 SECONDS EAST 81.80 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 33 SECONDS EAST 128.20 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 190.00 FEET; THENCE NORTH 10 DEGREES 22 MINUTES 35 SECONDS WEST 131.52 FEET; THENCE NORTH 25 DEGREES 48 MINUTES 55 SECONDS WEST 329.95 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 526.73 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 33 SECONDS EAST 130.00 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 125.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 33 SECONDS WEST 11.36 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 60.00 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 33 SECONDS WEST 144.29 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 258.70 FEET; THENCE NORTH 39 DEGREES 30 MINUTES 26 SECONDS EAST 103.15 FEET; THENCE NORTH 34 DEGREES 57 MINUTES 44 SECONDS EAST 299.88 FEET; THENCE NORTH 00 DEGREES 33 MINUTES 21 SECONDS EAST 83.11 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECONDS EAST 662.64 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 27 SECONDS WEST 160.01 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECONDS EAST 638.53 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 59 SECONDS WEST 74.41 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 60.00 FEET, CENTRAL ANGLE 180 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 188.50 FEET AND WHOSE CHORD BEARS SOUTH 00 DEGREES 01 MINUTES 59 SECONDS WEST 120.00 FEET; THENCE NORTH 89 DEGREES 58 MINUTES 01 SECONDS WEST 386.48 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 30.00 FEET, CENTRAL ANGLE 90 DEGREES 00 MINUTES 00 SECONDS, AN ARC DISTANCE OF 47.12 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 01 MINUTES 59 SECONDS WEST 42.43 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 59 SECONDS WEST 538.95 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 30.00 FEET, CENTRAL ANGLE 90 DEGREES 35 MINUTES 34 SECONDS, AN ARC DISTANCE OF 47.43 FEET AND WHOSE CHORD BEARS SOUTH 45 DEGREES 15 MINUTES 48 SECONDS EAST 42.65 FEET; THENCE NORTH 89 DEGREES 26 MINUTES 25 SECONDS EAST 399.78 FEET; THENCE SOUTH 89 DEGREES 23 MINUTES 33 SECONDS EAST 362.07 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 52 DEGREES 20 MINUTES 51 SECONDS, AN ARC DISTANCE OF 182.73 FEET AND WHOSE CHORD BEARS NORTH 64 DEGREES 26 MINUTES 01 SECONDS EAST 176.44 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 52 DEGREES 20 MINUTES 51 SECONDS, AN ARC DISTANCE OF 237.55 FEET AND WHOSE CHORD BEARS NORTH 64 DEGREES 26 MINUTES 01 SECONDS EAST 229.37 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 27 SECONDS WEST 60.00 FEET; THENCE ALONG A CURVE TO THE LEFT, RADIUS 200.00 FEET, CENTRAL ANGLE 52 DEGREES 20 MINUTES 51 SECONDS, AN ARC DISTANCE OF 182.73 FEET AND WHOSE CHORD BEARS SOUTH 64 DEGREES 26 MINUTES 01 SECONDS WEST 176.44 FEET; THENCE ALONG A CURVE TO THE RIGHT, RADIUS 260.00 FEET, CENTRAL ANGLE 52 DEGREES 20 MINUTES 51 SECONDS, AN ARC DISTANCE OF 237.55 FEET AND WHOSE CHORD BEARS SOUTH 64 DEGREES 26 MINUTES 01 SECONDS WEST 229.37 FEET; THENCE NORTH 89 DEGREES 23 MINUTES 33 SECONDS WEST 362.07 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 27 SECONDS WEST 130.00 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 1020.21 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 27 SECONDS WEST 1140.24 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 678.46 FEET ALONG THE SOUTH LINE OF SAID SECTION 23 TO THE POINT OF BEGINNING, CONTAINING 44.03 ACRES. SUBJECT TO THAT PART TAKEN, USED OR DEEDED FOR TEN MILE ROAD. Sidwell Nos. (21-23-300-005, 21-23-300-006 and 21-23-300-008 (all part of))

21-23-300-012

Subject to existing easements and building and use restrictions of record and all lawful zoning ordinances as are applicable to the property.

## **ARTICLE III DEFINITIONS**

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

Section 1. Accessory Use Area. An area within the property lines of a Condominium Unit (see Exhibit "B") that is located behind the dwelling built on the Unit. Insofar as consistent with the Township's Zoning Ordinance, the width of the Accessory Use Area is measured by the width of the dwelling structure, and its length extends to the halfway point between the rear of the property line (but not within the rear yard setback) and the back of the structure. The purpose of this definition is to provide an area to locate amenities where they are less visible from the street and by neighbors.

Section 2. Act. "Act" means the Condominium Act, Michigan Public Act 59 of 1978, as amended.

Section 3. Arbitration Association. "Arbitration Association" means the American Arbitration Association or its successor.

Section 4. Area of Future Development. "Area of Future Development" means the land described in Article VII below.

Section 5. Association. "Association" means **Woodwind Village Condominium Association**, the nonprofit corporation, of which all Co-owners shall be members, organized under Michigan law to administer, operate, manage and maintain the Common Elements. Any action required of or permitted to the Association may be exercised by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of Michigan.

Section 6. Board of Directors or Board. "Board of Directors" or "Board" means the Association Board of Directors.

Section 7. Builder. "Builder" means, refers to and includes any licensed residential builder which acquires legal or equitable title to a Unit for the purpose of constructing a dwelling thereon for resale, and not for his/her/its own use, and which either is: (a) an affiliate of the Developer or any its members; or (b) any other person which: (1) has been approved by the Architectural Control Committee in accordance with Article VI, Section 3 of the Bylaws; and (2) has constructed no fewer than three (3) residential buildings for resale during the twelve (12) month period immediately preceding such person's or entity's acquisition of legal or equitable title to the Unit.

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

Section 9. Common Elements. "Common Elements", whenever, however and wherever used without modification, means both the General and the Limited Common Elements, if any, described in Article IV below and/or the Condominium Subdivision Plan.

Section 10. Condominium Documents. "Condominium Documents" means and includes this Master Deed, the Bylaws and the Condominium Subdivision Plan, as well as the Articles of Incorporation and rules and regulations, if any, of the Association, as all of the same may be amended or promulgated from time to time, and any other instrument referred to in the Master Deed which affects the rights and obligations of a Co-owner.

Section 11. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, the improvements and structures thereon and all easements, rights and appurtenances to the Condominium.

Section 12. Condominium, Condominium Project and Project. "Condominium", "Condominium Project" and "Project" each mean **WOODWIND VILLAGE CONDOMINIUM**, a residential site condominium established under and intended to exist in conformance with the Act.

Section 13. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit "B" attached hereto, together with all amendments thereto, if any, or in lieu thereof any replacement thereof, as from time to time hereafter may be recorded with the Oakland County Register of Deeds.

Section 14. Co-owner. "Co-owner" means a person, firm, corporation, partnership, limited liability company, association, trust or other legal entity or any combination thereof who or which owns a Unit in the Condominium, and, where applicable, shall include a land contract vendee of a Unit. The term "Owner", whenever, however and wherever used, is synonymous with the term "Co-owner".

Section 15. Developer. "Developer" means Curtis-A&M Lyon LLC, a Michigan Limited Liability Company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns always are deemed to be included within the term "Developer" whenever, however, and wherever used without modification in the Condominium Documents.

Section 16. Development, Construction and Sales Period. "Development, Construction and Sales Period" means the period commencing with the recording of the Master Deed and, unless earlier terminated by the Developer in a signed writing in recordable form which the Developer causes to be delivered to the Association, continuing so long as the Developer owns any Unit in the Condominium which it offers for sale or on which the Developer or any Builder is constructing, or proposes to construct, a dwelling, and thereafter for so long as the Developer retains the right in accordance with the Act and Article VI of this Master Deed to add to the Condominium the Area of Future Development, or any portion thereof, and, if so added by the Developer to this Condominium, thereafter for so long as the Developer or any Builder is constructing, or proposes to construct, a dwelling thereon, and thereafter, in any event, for the applicable warranty period in regard to all dwellings constructed upon Units in this Condominium.

Section 17. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all directors and upon all other matters properly brought before the meeting. Such meeting is to be held: (a) in the Developer's sole discretion, at any time after the conveyance of legal or equitable title to fifty (50%) percent of the Units which may be created; or (b) mandatorily, fifty-four (54) months after the date of the first conveyance of legal or equitable title to a Unit; or (c) mandatorily, not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units which may be created, whichever first occurs.

Section 18. Master Deed; Consolidating Master Deed. "Master Deed" means this Master Deed, as amended from time to time hereafter by one or more instrument(s) duly executed and acknowledged in accordance with the requirements of the Master Deed, the Act and other applicable laws, if any, of the State of Michigan, and duly recorded in the office of the Oakland County Register of Deeds, being the Condominium Document recording the Condominium Project which is required by Section 8 of the Act. Except insofar as limited by the context, "Master Deed" shall mean and include the Bylaws and Condominium Subdivision Plan attached hereto and/or incorporated by reference herein. "Consolidating Master Deed" means the final amended Master Deed which, if and when recorded in the office of the Oakland County Register of Deeds, shall describe Woodwind Village Condominium as a completed Condominium Project and shall reflect the entire land area added or subtracted from the Condominium from time to time, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally re-adjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all prior amendments thereto and restatements thereof.

Section 19. PD Agreement. "PD Agreement" means that certain "Planned Development Agreement - Woodwind Planned Development" with respect to the PD Land which has been executed between Wood Wind Investment Company, L.L.C., a Michigan limited liability company, the South Lyon Community Schools, a Michigan general powers school district operating under the provisions of the Revised School Code, MCLA 380.1 et. seq., as amended, the Developer and the Township. The PD Agreement is recorded in Liber 31809, Pages 221 through 234, inclusive, Oakland County Records.

Section 20. PD Land. "PD Land" means all of the real property that is described in and is subject to the PD Agreement. The PD Land includes, but is not limited to, the following lands in which the Developer presently has, or has the right to acquire, an ownership interest: (a) the Condominium Premises; (b) and Woodwind Glen Condominium. The PD Land is more particularly described as follows:

**WEST PARCEL:**

PART OF THE SOUTHEAST 1/4, SOUTHWEST 1/4 AND NORTHWEST 1/4 OF SECTION 22, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT NORTH 89 DEGREES 56 MINUTES 59 SECONDS EAST ALONG THE SOUTH LINE OF SAID SECTION 22, 350.00 FEET FROM THE SOUTH 1/4 CORNER OF SAID SECTION 22; PROCEEDING THENCE NORTH 00 DEGREES 26 MINUTES 12 SECONDS EAST 497.00 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 59 SECONDS WEST 350.00 FEET; THENCE NORTH 00 DEGREES 26 MINUTES 12 SECONDS EAST 832.90 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 28 MINUTES 25 SECONDS WEST 1319.26 FEET; THENCE NORTH 00 DEGREES 12 MINUTES 43 SECONDS EAST 1324.31 FEET; THENCE NORTH 00 DEGREES 16 MINUTES 06 SECONDS EAST 1311.21 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 48 SECONDS EAST 1321.88 FEET; THENCE SOUTH 00 DEGREES 09 MINUTES 23 SECONDS WEST 1302.45 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 22 TO THE CENTER OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 32 MINUTES 45 SECONDS EAST 1130.00 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 22; THENCE SOUTH 00 DEGREES 27 MINUTES 45 SECONDS WEST 500.00 FEET; THENCE SOUTH 45 DEGREES 27 MINUTES 45 SECONDS WEST 200.00 FEET; THENCE SOUTH 79 DEGREES 27 MINUTES 45 SECONDS WEST 560.00 FEET; THENCE NORTH 64 DEGREES 46 MINUTES 05 SECONDS WEST 149.31 FEET; THENCE NORTH 10 DEGREES 41 MINUTES 05 SECONDS WEST 53.95 FEET; THENCE SOUTH 64 DEGREES 16 MINUTES 44 SECONDS WEST 325.96 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 12 WEST ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 22, 253.44 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 48 SECONDS EAST 100.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 12 SECONDS WEST 932.90 FEET; THENCE SOUTH 89 DEGREES 33 MINUTES 48 SECONDS EAST 350.00 FEET; THENCE SOUTH 00 DEGREES 26 MINUTES 12 SECONDS WEST 693.18 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 22; THENCE SOUTH 89 DEGREES 56 MINUTES 59 SECONDS WEST ALONG THE SOUTH LINE OF SAID SECTION 22, 100.02 FEET TO THE POINT OF BEGINNING. CONTAINING 103.03 ACRES.

**MIDDLE PARCEL:**

PART OF THE NORTHEAST 1/4, SOUTHEAST 1/4 AND SOUTHWEST 1/4 OF SECTION 23, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 23, PROCEEDING THENCE NORTH 00 DEGREES 30 MINUTES 18 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 23, 586.61 FEET; THENCE NORTH 27 DEGREES 31 MINUTES 32 SECONDS EAST 2311.12 FEET TO A POINT ON THE EAST AND WEST LINE OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECOND EAST 272.97 FEET ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 23; THENCE SOUTH 00 DEGREES 33 MINUTES 21 SECONDS WEST 330.01 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECOND EAST 662.64 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 27 SECONDS WEST 160.01 FEET; THENCE SOUTH 89 DEGREES 58 MINUTES 01 SECOND EAST 660.03 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 1845.16 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 23; THENCE SOUTH 88 DEGREES 22 MINUTES 58 SECONDS EAST 1642.98 FEET; THENCE SOUTH 00 DEGREES 35 MINUTES 33 SECONDS WEST 1310.82 FEET; THENCE SOUTH 00 DEGREES 25 MINUTES 40 SECONDS WEST 2618.54 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 50 SECONDS WEST 1441.19 FEET ALONG THE SOUTH LINE OF SAID SECTION 23; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 208.00 FEET; THENCE NORTH 89 DEGREES 36 MINUTES 50 SECONDS WEST 210.00 FEET; THENCE NORTH 00 DEGREES 36 MINUTES 27 SECONDS EAST 932.24 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 23; THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 1020.21 FEET; THENCE SOUTH 00 DEGREES 36 MINUTES 27 SECONDS WEST 1140.24 FEET; THENCE SOUTH 89 DEGREES 26 MINUTES 25 SECONDS WEST 1621.42 FEET ALONG THE SOUTH LINE OF SAID SECTION 23 TO THE SOUTHWEST CORNER OF SAID SECTION 23, ALSO BEING THE POINT OF BEGINNING. CONTAINING 243.46 ACRES.

**EAST PARCEL:**

PART OF THE SOUTHWEST 1/4 OF SECTION 24, TOWN 1 NORTH, RANGE 7 EAST, LYON TOWNSHIP, OAKLAND COUNTY, MICHIGAN. DESCRIBED AS BEGINNING AT THE SOUTH 1/4 CORNER OF SAID SECTION 24; PROCEEDING THENCE SOUTH 89 DEGREES 23 MINUTES 54 SECONDS WEST 2672.04 FEET ALONG THE SOUTH LINE OF SAID SECTION 24 TO THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE NORTH 00 DEGREES 25 MINUTES 40 SECONDS EAST 2623.99 FEET ALONG THE WEST LINE OF SAID SECTION 24 TO THE WEST 1/4 CORNER OF SAID SECTION 24; THENCE SOUTH 89 DEGREES 41 MINUTES 16 SECONDS EAST 2658.41 FEET ALONG THE EAST-WEST 1/4 LINE TO THE CENTER OF SAID SECTION 24; THENCE SOUTH 00 DEGREES 08 MINUTES 04 SECONDS WEST 2581.38 FEET ALONG THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 24 TO THE SOUTH 1/4 CORNER OF SAID SECTION 24, ALSO THE POINT OF BEGINNING. CONTAINING 159.24 ACRES.

Section 21. Township. "Township" means the Township of Lyon, a Michigan Charter Township located in Oakland County, Michigan.

A  
(a)

Section 22. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.

Section 23. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in **WOODWIND VILLAGE CONDOMINIUM**, as described in the Condominium Subdivision Plan and in Article V, Section 1, below, and have the same meaning as the term "Condominium Unit" as defined in the Act. The dwellings, structures and improvements now or hereafter located within the boundaries of a Unit shall be owned by the Co-owner of the Unit within which located and, unless otherwise expressly provided in this Article or otherwise expressly depicted or designated in the Condominium Subdivision Plan, shall not constitute Common Elements.

Section 24. Water Facilities Agreement. "Water Facilities Agreement" means that certain Water Facilities Agreement made as of February 21, 2003, by and between the Developer and Wood Wind Water Utility Company, a Michigan limited liability company, its successors and assigns (herein, the "Water Company"), as the same may be amended from time to time. A copy of the Water Facilities Agreement is attached as Exhibit "C" to this Master Deed in order to provide constructive notice of its terms, and an additional copy, together with any amendments thereto, will be provided in the Purchaser Information Booklet for the Condominium and/or will be available from the Developer or the Township. The Water Facilities Agreement shall not, however, be incorporated in or deemed a part of this Master Deed.

Section 25. Woodwind Glen Condominium. "Woodwind Glen Condominium" means Woodwind Glen Condominium, Oakland County Condominium Subdivision Plan No. 1627, according to the Master Deed thereof recorded in Liber 31809, Page 221, Oakland County Records, and any amendment from time to time recorded thereto.

Other terms which may be utilized in the Condominium Documents and which are not defined above shall have the meanings, if any, assigned them in the Act. Whenever any reference herein is made to one gender, the same shall include a reference to any and all genders where 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, as described in the Condominium Subdivision Plan, and the respective responsibilities for maintenance, decoration, repair or replacement, are as follows:

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

- (a) Land, Existing Pond and Private Roads and Sidewalks. That portion of the land described in Article II hereof which is not enclosed within the boundaries of a Unit, as so designated and depicted on the Condominium Subdivision Plan and described in Article V, below. The existing pond located at the end of proposed Meadow Court shall be a General Common Element. The private roads and those sidewalks as are located within the private road right-of-ways shall be General Common Elements; provided, that the right-of-way of any private road, including the road and sidewalk therein, shall cease to be a General Common Element if, when and to the extent dedicated for public use and the Road Commission for Oakland County or another municipal authority accepts the responsibility for their maintenance, repair and replacement; provided, that the Developer does not intend or expect to so dedicate any of the private road rights-of-way within this Condominium and expressly disclaims any responsibility to do so.
- (b) Street Trees and Common Landscaping. The street trees and common landscaping located throughout the Condominium, whether or not located within a Unit boundary, and all replacements thereto, but specifically excluding any other trees and landscaping located upon an individual Unit.
- (c) Entrance Structures, Signage and Improvements; Street Identification and Traffic Control Signs. The structures, signs and any other improvements that identify the Meadow Drive and Birchwood Drive entrances to the Condominium, together with all street identification and traffic control signs and pavement markings.



- (d) Cluster Mailbox Stands. The cluster mailbox stands located throughout the Condominium.
- (e) Electrical. The electrical transmission system throughout the Condominium up to the point of connection for individual Unit service.
- (f) Telephone and Cable Television. The telephone and cable television wiring networks, if any, throughout the Condominium, up to the point of connection for individual Unit service.
- (g) Gas. The gas distribution system throughout the Condominium up to the point where service is stubbed for connection within the individual Unit boundaries.
- (h) Water Distribution Facilities. Unless and until dedicated for public use, and the responsibility for their maintenance, repair and replacement is accepted by the Township or another municipal authority, the water distribution facilities throughout the Condominium up to the point of connection with the water service lead for individual Unit service.
- (i) Sanitary Sewer Facilities. Unless and until dedicated for public use, and the responsibility for their maintenance, repair and replacement is accepted by the Township or another municipal authority, the sanitary sewer facilities throughout the Condominium up to the point of connection with the service lead for individual Unit service.
- (j) Telecommunications. All telecommunications systems, if any, if and when they may be installed, up to the point of connection for individual Unit service.
- (k) Underground Lawn Irrigation System. The underground lawn irrigation system throughout the Condominium, excepting, however, any lawn irrigation system installed by a Co-owner for the use of his individual Unit.
- (l) Storm Water Management Facilities. Unless and until dedicated for public use, and the responsibility for their maintenance, repair and replacement is accepted by the Township or another municipal authority, the storm water management facilities located throughout the Condominium as depicted and so designated on the Condominium Subdivision Plan, including, without limitation, the storm sewers, lines, inlets and outlets, together with their associated plumbing systems.
- (m) Common Site Lighting. The pole lights, fixtures and associated control boxes and devices for common site lighting throughout the Condominium, but only to the extent not owned by the utility company which will provide electric service thereto, and specifically excluding any exterior lighting installed by a Co-owner upon his Unit.
- (n) Other. All easements and rights which are of general benefit to the Condominium and/or Co-owners (including, without limitation, any easements and rights as the Developer has granted or reserved, or from time to time hereafter grants or reserves, for the benefit of itself, its successors and assigns, and this Condominium in, over, through or for the use of the private roads, sidewalks and utilities in other portions of the PD Land), and all other components of the Condominium not hereinabove designated as General Common Elements which are not enclosed within the boundaries of a Unit and which are intended for common use or are necessary to the existence, upkeep and safety of the Condominium.

**NOTE:** The designation of the utility General Common Elements herein is for the purpose of defining the Developer's responsibility with regard to providing utilities. The Developer is responsible to provide the main and lateral utility lines of the Project, and the individual Unit Co-owners are responsible to provide, and shall bear the expense to construct or install, the service lead lines from the point of their connection to the aforesaid main or lateral lines to the dwelling and other improvements located on the Co-owner's Unit.

Some or all of the utility lines, systems (including mains and laterals) and equipment described above, and the cable television and telecommunications systems, if and when constructed, may be owned by the local public authority or by the company that is providing the pertinent service. Such utility lines, systems and equipment, and the cable television and telecommunications systems, if and when constructed, shall be General Common Elements only to the extent of the Co-owners' interest therein, if any, and Developer makes no warranty whatsoever with respect to the nature or extent of such interest, if any.

Section 2. Limited Common Elements. No Limited Common Elements have been assigned in the Condominium. The Developer reserves the right to assign Limited Common Elements during the Development, Construction and Sales Period and, if the Developer does so, the Developer shall record an appropriate amendment to this Master Deed.

Section 3. Responsibilities. The respective responsibility for the maintenance, decoration, repair and replacement of the Common Elements, and of all structures and improvements located within the boundaries of a Unit, are as follows:

- (a) Street Trees and Common Landscaping. The Co-owner of each Unit shall be responsible to irrigate, feed, prune and otherwise maintain the street tree(s) planted upon the Co-owner's Unit. The responsibility to replace any dead or diseased street trees and common landscaping described in Section 1(b) of this Article IV, whether or not located within a Unit boundary, shall be borne by the Association and, subject to the Association's rights under any unexpired warranty of the landscape contractor, the cost thereof shall be a cost of administration.
- (b) Entrance, Street and Traffic Control Signage. The responsibility to maintain, keep up and replace the entrance structures, signage, landscaping and other entrance improvements and all street identification and traffic control signs and pavement markings within the Condominium shall be borne by the Association and the cost thereof shall be a cost of administration.
- (c) Cluster Mailbox Stands. The responsibility to maintain, keep up and replace the cluster mailbox stands located throughout the Condominium shall be borne by the Association and the cost thereof shall be a cost of administration.
- (d) Water Distribution Facilities. Unless and until the water distribution facilities are dedicated for public use to, and the responsibility for their maintenance, repair and replacement is accepted by, the Township or another municipal authority, the responsibility to maintain, repair and replace the Common Element water distribution facilities throughout the Condominium, as depicted and so designated in the Condominium Subdivision Plan, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (e) Sanitary Sewer Facilities. Unless and until the sanitary sewer facilities are dedicated for public use to, and the responsibility for their maintenance, repair and replacement is accepted by, the Township or another municipal authority, the responsibility to maintain, repair and replace the Common Element sanitary sewer facilities throughout the Condominium, as depicted and so designated in the Condominium Subdivision Plan, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (f) Underground Lawn Irrigation System. The responsibility to maintain, keep up, repair and replace the Common Element underground lawn irrigation system throughout the Condominium, excepting any such system as is primarily for the benefit of an individual Unit, shall be borne by the Association and the cost thereof shall be a cost of administration.
- (g) Storm Water Management Facilities. The responsibility to preserve, retain, maintain, keep up, repair and replace the Common Element storm water management facilities, as depicted and so designated in the Condominium Subdivision Plan, including, but without limitation, the storm sewers, lines, inlets and outlets, shall be borne by the Association and the cost thereof shall be a cost of administration; provided, however, that the Association's responsibility for the storm water management facilities shall cease if, and to the extent that, the other storm water management facilities are dedicated for public use to, and the responsibility for their maintenance is accepted by, the Township or another municipal authority.
- (h) Common Element Site Lighting. The responsibility to maintain, repair and replace the Common Element site lighting system, or any portion thereof, described in Section 1(m) of this Article IV, shall, subject to the Association's rights under any unexpired warranty of the lighting manufacturer or retailer, be borne by the Association and the cost thereof shall be a cost of administration. The Association also shall be responsible to operate the common lighting system, but only in the event that the Township refuses or ceases to do so, and in such event the cost thereof also shall be a cost of administration.
- (i) Other Common Elements. The responsibility to maintain, keep up, repair and replace open space, the existing pond, roadways and sidewalks (in any such case until, and unless, dedicated for public use and the Road

Commission for Oakland County or another municipal authority accepts the responsibility for their maintenance repair and replacement, should that occur) and other Common Elements not specifically described elsewhere this Section 3 shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary and except to the extent that such maintenance, repair or replacement is required due to the act or neglect of a Co-owner or his agent, guest, invitee, tenant, or other nonCo-owner occupant for which such Co-owner is responsible, and the cost thereof shall be a cost of administration.

- (j) Co-owner Responsibility for Units. The responsibility to maintain, decorate, repair and replace all residences, structures and improvements located within the Units, including, without limitation, the dwelling, utility leads, interior sidewalks (excluding, however, any portion of the common sidewalk located within the road right-of-ways in front of his Unit), lawn, landscaping and any and all other improvements therein, and the cost thereof shall be borne by the Co-owner of the Unit; provided, however, that if the Co-owner fails to maintain and/or repair any residence, structure, improvement or other portion of the Unit (including lawn mowing and maintenance of landscaping) to such standards, if any, as are required by the Condominium Documents or rules and regulations adopted in accordance with Article VI, Section 11 of the Bylaws, then the Association (or the Developer during the Development, Construction and Sales Period) shall have the right, but not the obligation, to perform such maintenance and/or repair and charge the Co-owner the costs thereof and collect such costs in the manner provided for the collection of assessments as set forth in Article II of the Bylaws. In the event of a conflict between the Developer and the Association regarding the enforcement of this Section, the Developer's rights shall control over the Association's rights during the Development, Construction and Sales Period.
- (k) Public Utilities. Public utilities furnishing services such as electricity and telephone to the Condominium shall have reasonable access to the Common Elements and Condominium Units, including the dwelling structures constructed thereon, to reconstruct, repair or maintain such services, and any costs incurred in opening and repairing any wall of a dwelling structure to reconstruct, repair or maintain such service shall be borne by the individual Co-owner as set forth in Section 3 above. Each Co-owner shall be responsible to pay all utility service deposits and charges attributable to his Unit.

Section 4. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in manner that is inconsistent with the purposes of the Condominium or which may be expected to interfere with or impair the right of another Co-owner to use and enjoy his Unit or the Common Elements.

## **ARTICLE V**

### **UNIT DESCRIPTION AND PERCENTAGE OF VALUE**

Section 1. Description of Units. The Condominium initially shall consist of eighty-nine (89) Units. Each Unit is described in this Section with reference to the Condominium Subdivision Plan of the Condominium as surveyed by Land-Tec Consultants, Inc., 8580 Forest Creek Drive, P.O. Box 5, Port Austin, MI 48467-5175. Each Unit shall consist of the space contained within the Unit boundaries, as delineated by the Condominium Subdivision Plan with heavy outlines, together with all appurtenances thereto.

Section 2. Percentages of Value. The percentages of value assigned each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics that would affect maintenance costs and value of each Unit in the Condominium and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned each Unit shall be determinative of each Co-owner's undivided interest in the Common Elements, his proportionate share in the proceeds and expenses of administration and the value of such Co-owner's vote at Association meetings. The total value of the Project is one hundred percent (100%). Each Unit number is as it appears on the Condominium Subdivision Plan.

Section 3. Modification of Units and Common Elements by Developer. The size, location, nature, design and/or elevation of Units and/or Common Elements appurtenant or geographically proximate to any Units described in the Condominium Subdivision Plan may be modified, in Developer's sole discretion, by amendment to this Master Deed affected solely by the Developer or any successor without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit. All of the Co-owners and mortgagees of Units and other

persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

## **ARTICLE VI** **CONVERTIBLE AREA**

Section 1. Convertible Area. The Developer intends to create Units as indicated on the Condominium Subdivision Plan. However, the Developer reserves the right to convert unsold Units and/or the General Common Element land immediately adjacent to unsold Units in order to make reasonable changes to Unit boundaries and sizes, and to increase or decrease the immediately adjacent General Common Element sizes accordingly; subject, however, to Township approval if conversion would result in a material change in the Township - approved site plan for the Condominium. The Developer also reserves the right to convert any General Common Element to a Limited Common Element and/or to designate General Common Elements that may subsequently be assigned as Limited Common Elements.

Section 2. Time Period in Which to Exercise Option to Convert. The Developer's option to convert certain areas of the Condominium as provided in Section 1 above may be exercised by the Developer at any one time or at any different times within six (6) years after the date of the recording of this Master Deed. This period may be extended with the prior approval of sixty-six and two-thirds (66-2/3%) of all Co-owners who are entitled to vote as of the record date for said vote.

Section 3. No Additional Units to be Created in Convertible Area. No additional Units shall be added to the Condominium as a result of the exercise of the Developer's option to convert the Condominium reserved in Section 1 above, since the Developer's right to convert the Condominium is limited solely to the right to reasonably alter types, sizes, and/or boundaries of the Units and the adjacent General Common Elements and/or to convert General Common Elements, as provided in Section 1 above.

Section 4. Storm Water Facilities; Wetlands and Open Space. Any conversion in accordance with this Article VI shall take into account, and make adequate and equitable provision for the continuation of, storm water management within the Condominium. Further, the Developer's conversion rights are subject to the requirements of the State of Michigan and the Township regarding wetlands and Open Space areas.

## **ARTICLE VII** **CONTRACTION OF CONDOMINIUM**

Section 1. Contractible Area. Although the Condominium established pursuant to this initial Master Deed consists of eighty-nine (89) Units, the Developer hereby reserves the right to contract the size of the Condominium so as to contain not fewer than twenty-seven (27) Units by withdrawing from the Condominium all or some portion or portions of the land underlying and surrounding Units 14-75, inclusive, together with the utilities and/or roadways which are not needed to service the remaining Units (labeled "need not be built" on the Condominium Subdivision Plan and hereinafter referred to as "Contractible Area"). The Developer reserves the right to use a portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects), or any other form of development (but only if, and to the extent, that form of development is permitted by the zoning ordinances of the Township and/or by the PD Agreement, as now existing or hereafter modified), or to retain or sell as undeveloped land. The Developer further reserves the right, subsequent to such withdrawal but prior to six (6) years from the date of recording this Master Deed, to expand the Project so reduced to include all or any portion of the land so withdrawn.

Section 2. Decrease in Number of Units. Any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer or its successors or assigns, from time to time, within a period no later than six (6) years from the date of recording this Master Deed, be reduced to no fewer than twenty-seven (27) Units by withdrawing any portion, or all, of the Contractible Area from the Condominium. This period may be extended with the prior approval of sixty-six and two-thirds percent (66-2/3%) of the Co-owners who are entitled to vote as of the record date for said vote. There are no restrictions on the election of the Developer to contract the

size of the Condominium other than as explicitly set forth herein. There is no obligation on the part of the Developer to withdraw portions of the Contractible Area from the Condominium in any particular order.

Section 3. Statutory Right to Contract Undeveloped Portions of Condominium. The Act provides that, if the Developer has not completed development and construction of Units or improvements in the Condominium Project that are identified as "need not be built" during a period ending six (6) years from the date the Developer exercised its rights with respect to either contraction or convertibility, whichever right was exercised last, or within ten (10) years after the date of commencement of construction by the Developer of the Project, if no expansion, contraction or conversion has occurred, the Developer, and its successors or assigns, may withdraw from the Project undeveloped portions of the Project not identified as "must be built" without the prior consent of any Co-owners, Unit mortgagees or any other person having an interest in the Project. The undeveloped portions of the Project withdrawn automatically shall be granted easements for utility and access purposes through the Condominium Project for the benefit of the undeveloped portions of the Project. If the Developer does not withdraw the undeveloped portions of the Project before the expiration of the six (6) year time period previously described, i.e., six (6) years from the date of the last contraction or conversion, or before the expiration of ten (10) years from the date of commencement of construction, if no contraction or conversion has occurred, such lands shall remain part of the Project as General Common Elements and all rights to construct Units upon that land shall cease. In such event, if it becomes necessary to adjust percentages of value as a result of fewer Units existing, a Co-owner or the Association may bring an action to require revisions to the percentages of value pursuant to the Act.

## **ARTICLE VIII**

### **OPERATIVE PROVISIONS**

The provisions set forth in this Article shall govern any conversion or contraction pursuant to Articles VI or VII above.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Any conversion or contraction of this Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer, or its successors and assigns, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of one hundred percent (100%) for the entire Condominium resulting from such amendment or amendments to this Master Deed and preserving equal percentages of value for each Unit. The precise determination of the readjustment in the percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Condominium.

Section 2. Redefinition of Common Elements. Any amendment or amendments to the Master Deed for any such purpose also shall contain such further definitions and re-definitions of Common Elements as may be necessary to adequately describe, serve and provide access to the parcel or parcels being added to the Condominium by such amendment and/or to adequately describe, serve and provide access to the remaining portion of the Condominium. In connection with any such amendment(s), Developer shall have the right to change the nature of any Common Element previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article.

Section 3. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the purposes of Articles VI and/or VII above, and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors and assigns may determine necessary in conjunction with such amendment or amendments, if applicable. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed, Bylaws and Condominium Subdivision Plan, and may incorporate by reference the entire or any pertinent portion of the Master Deed, Bylaws and Condominium Subdivision Plan.

## **ARTICLE IX**

### **EASEMENTS, COVENANTS AND RESTRICTIONS**

Section 1. Existing Easements, Rights of Way, Building and Use Restrictions of Record and Government Limitations. The Developer declares that the Condominium shall be established and shall exist subject to the PD Agreement, this Master Deed and: (a) the rights of the public and any governmental authority over that portion of the Condominium Premises, if any, as lies within the right-of-way of Ten Mile Road; (b) the rights of others utilizing the roads in the PD Land to obtain ingress from and egress to Ten Mile Road over the roadways in the Condominium, and for storm water drainage; (c) all easements, rights-of-way and, insofar as they are valid and enforceable, building and use restrictions, if any, as are of record on the date this Master Deed is recorded in the office of the Oakland County Register of Deeds; and (d) all valid government limitations as may be applicable to the Condominium and/or the Condominium Premises. All such easements and rights-of-way of which the Developer has actual knowledge are shown or referenced upon the Condominium Subdivision Plan. The Developer intends, and expressly reserves the right, to convey all individual Units in the Condominium by warranty deed subject to the foregoing exceptions.

Section 2. Easements for Maintenance of Encroachments, Utilities, Storm Water Management System and Surface Drainage. If any building or structure constructed upon a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or movement of the building or structure, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. This Section shall not be construed to allow or permit any encroachment upon, or an easement for an encroachment upon, any Units described in this Master Deed that are comprised of land and/or airspace above and/or below said land without the consent of the Co-owner of the Unit to be burdened by the encroachment or easement. There shall be easements to, through and over the Units and the General Common Element land for the continuing maintenance and repair of water mains, sanitary sewers, the storm water management system (which shall include both surface drainage from adjacent portions of the Condominium and, where applicable, an easement for natural storm water detention and retention up to the spillover elevation on the low portion which remains after the construction of a dwelling upon and the final grading of the Unit) and other utilities.

Section 3. Easement Retained by Developer and Granted to Association and Township for Maintenance, Repair and Replacement. There shall exist permanent non-exclusive easements to and in favor of the Developer, the Association and all public and private utilities in, on and over all Units and Common Elements in the Project, for such access to the Units as may be necessary to fulfill any of their respective responsibilities of maintenance, decoration, repair, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law, or to respond to any emergency or common need of the Condominium, including, without limitation, tapping into the exterior water spigot serving any Unit for landscape and lawn maintenance and/or any other purpose as may be necessary to fulfill said maintenance, decoration, repair, replacement or upkeep responsibilities. There also shall exist a permanent non-exclusive easement in favor of the Township on and over all Common Elements in the Project for their inspection, maintenance and repair. None of the Developer, the Association, the Township or any such public or private utility shall be liable to the Co-owner of any Unit or any other person, in trespass or any other form of action, for the exercise of rights pursuant to this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. No failure by the Developer, the Association, the Township or any public or private utility to take any such action shall be deemed a waiver of its right to take any such action at a future time. This easement is granted to the Township solely in order that the Township from time to time may inspect, and, upon thirty (30) days' prior notice by the Township to the Association specifying in reasonable detail the corrective action to be taken and the failure of the Association to do so, to perform the Association's responsibilities for the maintenance and repair of the Common Elements, or any portion thereof. The Association shall reimburse the Township promptly for all actual costs incurred by the Township to maintain or repair any of the Common Elements within the Condominium plus, if so provided by Township ordinance or by agreement with the Association, a reasonable administrative fee therefore, promptly after receipt of a demand therefore supported by reasonable evidence of the actual costs so incurred by the Township; and, upon the failure or refusal of the Association to do so, the Township shall have the right to assess the unpaid amount pro rata among all Units in the Project and to obtain a lien against the Units for the payment thereof. All costs incurred by the Association or the Developer to perform any responsibilities required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his installment of the annual assessment next falling due, and a lien for nonpayment shall attach as in all cases of regular assessments and may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action and foreclosure of the lien securing payment.

Section 4. Easement for Emergency and Certain Government Services. There shall exist for the benefit of the Co-owners, all federal, state and local government units and agencies (including, without limitation, the United States Postal Service, the Michigan Department of Environmental Quality, the County of Oakland, the Township and the South Lyon Community Schools), all utility providers (including, without limitation, the Water Company, the Township or any assignee or successor-in-interest to the Water Facilities), any public or private emergency service agency and their respective licensees and invitees an easement over all General Common Element roadways and General Common Element pedestrian walks in the Condominium. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, utility services, ambulance and rescue services and all other lawful governmental and private services to the Condominium and Co-owners. This grant of easement shall in no way be construed as a dedication of any such roadway or pedestrian walk to the public.

Section 5. Ten Mile Road Right-of-Way; Private Roads and Sidewalks; Reservation of Right to Dedicate or Transfer Title to Same for Public Use. The Developer reserves for itself and its successors, during the Development, Construction and Sales Period, and thereafter for the Association, the right to dedicate for public highway purposes, or in lieu thereof to transfer title, to the Road Commission for Oakland County all, or such part as the Road Commission for Oakland County shall accept, of the portion of the Condominium Premises which lies within the "Ten Mile Road Right-of-Way", as legally described and depicted in the Condominium Subdivision Plan. Any such right-of-way dedication or transfer of title may be made without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication or transfer of title. The Developer's reservation of this right to dedicate or transfer title to the portion of the Condominium Premises which lies within the "Ten Mile Road Right-of-Way" shall not be construed to require that the Developer or Association do so, or to increase or otherwise alter any obligation which the Developer otherwise may have under the PD Agreement.

All other roadways in the Condominium, together with the pedestrian walkways adjoining those roadways, are private, and, as of the date of this Master Deed, the Developer does not plan to deed or dedicate those roadways or pedestrian walkways to public use and maintenance. In the event that any particular roadway or pedestrian walk in the Condominium remains private, it may be expected to require periodic maintenance, repair, re-surfacing and/or reconstruction and, subject to any right of recovery or cost-sharing provided in any other provision of this Article or elsewhere in the Condominium Documents, and to any such right as may otherwise by law exist, the Association shall be responsible to perform and bear the cost thereof as a cost of administration.

As of the date of this Master Deed, private roads in the Township are subject to an Ordinance to Regulate Private Roads, being Lyon Township Ordinance #37D-99 (the "Private Road Ordinance"). Among other things, the Private Road Ordinance requires the granting of road easements for emergency and public vehicle access, prohibits interference by abutting property owners with normal ingress and egress by other persons, permits the connection of future abutting private or public roads, provides for the future private maintenance of private roads (including, without limitation, snow and ice removal and pothole repair) and, upon the failure of the persons responsible to do so, permits the Township to maintain or repair such roads and recover its costs. The Developer or the Association may be required to execute for Woodwind Village Condominium and other portions of the PD Land, and thereafter to record in the Oakland County Records, one or more additional agreements with the Township concerning such matters.

The time period within which all or some of such maintenance and other measures may be required may be shortened by the shared use of such roadways or pedestrian walks by the Township and the off-site developments within the PD Land which are contemplated by the PD Agreement, including, without limitation, additional residential developments, a day care facility, additional public schools and athletic fields which may be established by the South Lyon Community Schools, the cellular tower facilities, the Water Facilities and the sanitary sewer facilities serving the Condominium. The PD Agreement and applicable laws limit the obligations of the Township and the South Lyon Community Schools, respectively, to bear or contribute to the costs that the Association may incur, and the Developer will provide no assurance that any other off-site development within the PD Land will do so.

The Developer assumes with respect to such roadways and walkways only the responsibility to construct same to the applicable standards and requirements of the Private Road Ordinance, as the same may be modified or supplemented by the PD Agreement. The PD Agreement provides that the roadways within the Project shall comply with all



requirements specified in the Ordinance to Regulate Private Roads in effect at the time of execution of the PD Agreement, which requirements include, without limitation, minimum road width and design standards, road sign standards and the requirement that the Developer cause a private road easement agreement and a private road maintenance agreement to be executed and recorded in the Oakland County Records. The Developer provides no assurance that its compliance with such standards and requirements also will meet or exceed all requirements of the Road Commission for Oakland County or any other municipal authority to accept any future proposed dedication of any roadway or pedestrian walkway for public use and, indeed, the Developer does not expect that the Road Commission for Oakland County or any other municipal authority will accept the responsibility for the future maintenance, repair or replacement of any of the roadways or pedestrian walkways in the Condominium.

Nevertheless, the Developer reserves the right at any time during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to dedicate, or in lieu thereof, to transfer title to, the rights-of-way of any or all of the General Common Element roadways and/or General Common Element pedestrian walks to the Road Commission for Oakland County or another appropriate municipal authority for public use. Any such right-of-way dedication or transfer of title may be made without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication or transfer of title. The Developer's reservation of this right to dedicate or transfer title to the General Common Element roadways and/or General Common Element pedestrian walks shall not be construed to require that the Developer or Association do so, or to increase or otherwise alter any obligation which the Developer otherwise may have under the PD Agreement with respect to the construction or installation of roads and pedestrian walks in the Condominium.

Section 6. Wetlands. The existing pond and other wetlands areas depicted on the Condominium Subdivision Plan shall be subject to, and shall be retained, maintained and used in conformance with, all applicable statutes, all regulations and requirements of the Michigan Department of Environmental Quality and any applicable Township ordinances. In no event shall boating, swimming or any other active recreational activity be permitted in the existing pond or any wetlands area. In no event shall the Association, any Co-owner or any other person destroy, alter, mow, weed or construct or erect any improvement within the existing pond or within any portion of a Unit or the General Common Element land which is designated a wetland area or wetland fringe area. The Developer shall install, and the Association shall be responsible to maintain, signage designating the perimeter of all restricted wetland areas throughout the Condominium Premises. In addition to such powers as by law the Michigan Department of Environmental Quality may have for the enforcement of the land use restrictions described in this Section 6, and without limiting the rights conferred upon the Township by the PD Agreement and the applicable Township Zoning Ordinance, the Developer, during the Development, Construction and Sales Period, and thereafter the Association, shall be a proper party to request the entry of an injunctive order or other appropriate relief by a court of appropriate jurisdiction for the protection of wetlands and observance of the land use restrictions of this Section 6.

Section 7. Michigan Right to Farm Act Notice. The PD Land, including, without limitation, the Condominium Premises and Area of Future Development, may be located in the vicinity of a farm or farm operation. Generally accepted agricultural and management practices may be utilized by the farm or farm operation and may generate usual and ordinary noise, dust, odors and other associated conditions, and these practices are protected by the Michigan Right to Farm Act, MCL 286.471 et. seq.

Section 8. Water Main Easement; Water Facilities Agreement.

(a) The Developer hereby grants, conveys a perpetual and permanent twenty foot (20') wide easement in favor of the Oakland County Drain Commissioner ("Grantee"), and the Grantee's successors, assigns and transferees, in, over, under and through the Condominium Premises at the locations depicted on the Condominium Subdivision Plan (Survey Plan, Sheets 4-8, inclusive), which easement may not be amended or revoked except with the written approval of Grantee, upon the following terms and conditions:

1. This easement shall be for the purposes of developing, establishing, constructing, repairing and maintaining the water supply system, or related appurtenances, in any size, form, shape or capacity;



2. Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit;
3. No Co-owner of this Condominium shall build, or grant or assign to others permission to build, any permanent structures on this easement;
4. No Co-owner of this Condominium shall build or place on the area covered by this easement any type of structure, fixture or object, nor engage in any activity or take any action, nor convey any property interest or right, that in any way would actually, or threaten, to impair, obstruct or adversely affect the easement rights of Grantee hereunder;
5. Grantee and its agents, contractors and designated representatives shall have the right of entry upon and access to the easement property; and,
6. All Co-owners in the Condominium, by the acceptance of a deed to a Unit, shall be deemed to have released Grantee and its successors, assigns and transferees from any and all claims for damages in any way arising from or incidental to the construction and maintenance of a water supply system, or otherwise arising from or incidental to the exercise by Grantee or its successors, assigns or transferees of Grantee's rights under this easement, and all Co-owners covenant not to sue Grantee and any such successor, assign or transferee for any such damages.

The rights granted to Grantee and its successors, assigns and transferees under this Section may not be amended without the express written consent of Grantee or its successors, assigns and transferees, as applicable. Any purported amendment or modification of the rights granted hereunder shall be void and without legal effect unless agreed to in writing by Grantee or its successors, assigns and transferees.

- (b) The Developer further hereby declares that the Condominium, the Association and all Co-owners of Units are and shall be intended beneficiaries, and are and shall be bound by and required to observe and perform the terms and conditions, of the Water Facilities Agreement, which the Developer has made with the Water Company in order to provide to the Condominium a permanent "public water supply" within the meaning of the Safe Drinking Water Act, MCL 325.901 et. seq. Although the Condominium and the Co-owners will have the right to receive water service, including a potable water supply, upon the terms and conditions of the Water Facilities Agreement, none of the Condominium, the Association or the Co-owners will have any ownership interest in the facilities which constitute the Water Distribution System, as that term is defined in the Water Facilities Agreement, or in the underground aquifer or the water located therein. The installation of individual wells in the Condominium is absolutely prohibited. All Co-owners of Units in the Condominium, together with the Association, insofar as it may at any time be a purchaser of potable water service to any portion of the Condominium Premises, shall connect to the Water Distribution System, and shall purchase water from the Water Company upon the terms and conditions of the Water Facilities Agreement. The Developer hereby reserves the right during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to grant and convey to the Water Company such easements across, over, under and through the Common Elements as are necessary to the installation of the Water Distribution System facilities within the Condominium and the performance of the Water Company's rights and obligations under the Water Facilities Agreement. In the event that the Township shall acquire the Water Facilities and assume the Water Company's responsibilities under the Water Facilities Agreement, the Developer reserves the right during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to petition the Township to establish a special assessment district whereby the Co-owners shall be assessed the Township's cost to construct a well house and other Water Facilities. Finally, the Developer reserves the right, which the Developer may exercise at any time during the Development, Construction and Sales Period, to assign to the Association all the Developer's rights and obligations under the Water Facilities Agreement insofar as they relate or pertain to the Condominium Premises; whereupon, the Association automatically shall be deemed to have accepted same and the Developer shall be relieved of any future responsibility for the performance and observance of all such obligations.

part of a mixed use development of the PD Land and may include all, or some, of the following additional uses: (a) single-family detached residential housing, which the Developer expects to establish as a separate site condominium project; (b) storm water detention and retention facilities; (c) common open spaces; (d) a public elementary school, public middle school, public high school and associated athletic fields and facilities which will be operated by the South Lyon Community Schools; (e) a potable water system, to include wells, a well house, treatment facilities and a tower, which is expected to provide potable water service to the PD Land and other areas of the Township; (f) a wastewater treatment facility (existing, but likely to be expanded) and rapid infiltration beds (two existing, additional beds anticipated); and (g) a tower which will accommodate cellular telephone service providers and other wireless communications services. The Developer of Woodwind Village Condominium also is the Developer of Woodwind Glen Condominium, and the Developer also may be the developer of any additional single-family detached and single-family attached residential housing projects as may be established in the PD Land, but it is possible that other persons or entities, including the South Lyon Community Schools, will develop and operate the other uses described above. The existence, nature and location of one or more of these uses may be material to the purchase decision of a prospective Unit purchaser in Woodwind Village Condominium.

**Section 10. Easement Retained by Developer Over General Common Elements for Development, Construction and Sale.** Except as and unless any such Common Element has been dedicated to and accepted by the Township or another municipal authority, the Developer, its successors and assigns, and all builders, if any, to which it shall specifically delegate its rights hereunder, and shall have during the Development, Construction and Sale Period, a private non-exclusive easement for the unrestricted use of all unsold Units and the General Common Element land, roadways and pedestrian walks for the purpose of: (a) developing, constructing and selling unsold Units and Condominium improvements; and (b) developing, constructing and erecting improvements upon, and selling condominium units and dwellings within, any other portion(s) of the PD Land. The Developer's reserved rights shall include, but not be limited to, the right, in furtherance of such development, construction and sales activities, to: (I) maintain and operate a sales office in the Condominium; (II) post and maintain on Common Element lands, subject to compliance with any applicable Township ordinance, sales advertising signs describing this Condominium and/or any other development within the PD Land; (III) invite onto unsold Units and Common Element lands, and provide thereon temporary parking for, construction personnel and members of the general public who are interested in the purchase of a condominium unit or subdivision lot within the PD Land; (IV) utilize, and permit all such invitees, contractors and construction personnel to utilize, the roads and utilities in the Condominium; and (V) generally do all such additional things and utilize such of the Common Elements, not inconsistent with the use and enjoyment rights of existing Co-owners, as are necessary or beneficial to the efficient and orderly development, construction and sale of improvements within this Condominium and all other portions of the PD Land.

**Section 11. Easement Retained by Developer Over General Common Element Roadways and General Common Element Pedestrian Walks.** The Developer reserves for the use and benefit of itself, its successors and assigns, with respect to portions of the PD Land located outside this Condominium which it owns, and grants for the use and benefit of the owners, their successors and assigns, of all other portions of the PD Land located outside this Condominium, together with their respective occupants and invitees, a permanent non-exclusive easement for the use of the General Common Element roadways and General Common Element pedestrian walks, including, but without limiting the generality of the preceding statement, the General Common Elements lands described and depicted in the Condominium Subdivision Plan as "60 Foot Ingress-Egress Easement". All expenses incurred by the Association for the maintenance, repair, replacement and resurfacing of any such roadway or pedestrian walk shall be shared by any developed portion of the PD Land whose closest means of access to a public road is over such roadway; provided, that any such roadway or pedestrian walk has not been deeded or dedicated to and accepted for maintenance by the Road Commission for Oakland County or another municipal authority. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible from time to time for the payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwellings in this Condominium, and the denominator of which is the sum of the number of such dwellings plus all completed dwellings that are then located outside this Condominium in another part of the PD Land and whose closest means of access to a public road is over such roadway. Although such roadways and pedestrian walks are expected to remain private, and that their maintenance, repair and re-surfacing from time to time will be shared in the manner aforesaid, the Developer anticipates that such roadways and pedestrian walks also will be utilized by the South Lyon Community Schools, the Water Company, the Township, the Michigan Department of Environmental Quality and other persons, which use may be expected to increase the frequency of maintenance, repair, re-surfacing and/or reconstruction. Unless otherwise provided by law, such persons are not required to share in or reimburse the Co-owners' costs (to be paid by the Association as aforesaid) so incurred. Nothing herein shall be deemed to impose any duty or obligation upon the South Lyon Community Schools that is not otherwise required pursuant to Michigan law.

**Section 12. Easement Retained by Developer to Tap Into Utilities, to Utilize Detention Areas and for Surface Drainage, Utility Maintenance Easements and Expenses.** The Developer hereby reserves for itself, its successors and assigns, and for the use and benefit of the Association and all future owners of condominium units and subdivision lots in other portions of the PD Land which at any time are developed for residential use, perpetual non-exclusive easements to utilize, tap, tie into, extend and enlarge all utility mains and laterals located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, and storm and sanitary sewer mains and laterals. In the event that the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains and laterals described in this Article IX, Section 12 shall be shared by this Condominium and all other developed portions of the PD Land which are served by such utility mains or laterals. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible, from time to time, to pay a proportionate share of said expenses, which share shall be determined by, multiplying said expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all completed dwellings that are then located in all other portions of the PD Land which are developed for residential use and served by such utility mains or laterals; provided, however, that the foregoing expenses are to be so paid and shared only if and to the extent that such utilities are not owned by and such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to any of the utility mains or laterals so utilized, and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association, to the extent such leads are located in this Condominium, and by the owner or owners, or any association of owners, as the case may be, of any other developed portion of the PD Land, to the extent such leads are located therein.

The Developer also reserves the right, for so long as the sanitary sewer system serving the Condominium remains private to grant and convey to the owner of any portion(s) of the PD Land the right to utilize, tap, tie into, extend and enlarge a sanitary sewer main or lateral. In the event the Developer, its successors and assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, typing in, extension or enlargement. In all other respects, the Developer may confer those rights upon such terms and conditions as the Developer shall determine, and the Developer alone shall be entitled to retain any consideration paid therefore.

The Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual non-exclusive easement to modify the landscaping and/or grade in any portion of the Condominium Premises in order to preserve and/or facilitate surface drainage in any other developed portion of the PD Land. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium Premises under the provisions of this Article IX, Section 12, shall not impair the surface drainage in this Condominium.

The Association and the Township each shall have perpetual non-exclusive easements in, over, under, through and across exterior areas of the Condominium Premises to inspect, maintain and restore the adequacy of any storm water drains and other storm water facilities, and for surface water drainage. This easement is granted to enable the Association from time to time to perform its responsibilities: (i) for the operation, inspection, maintenance and repair of any drains and for surface drainage over, across and under the Condominium Premises; and (ii) to develop, establish, construct, repair, maintain, deepen, clean and widen, and to perform any associated construction activities and grading in connection with, any storm water drains or other storm water drainage facilities, in any size, form, shape or capacity, which serve the Condominium Premises and/or other developed portions of the PD Land. This easement is granted to the Township in order that the Township from time to time may inspect, and, upon thirty (30) days' prior notice by the Township to the Association specifying in reasonable detail the corrective action to be taken, upon the failure of the Association to do so, to perform the Association's responsibilities for the maintenance and repair of the storm water facilities and surface drainage within the Condominium. The Association shall reimburse the Township promptly for all actual costs incurred by the Township to maintain or repair any of the storm water facilities or surface drainage within the Condominium plus, if provided by Township ordinance or by agreement with the Association, a reasonable administrative fee therefore, promptly after receipt of a demand therefore supported by reasonable evidence of the actual costs so incurred by the Township;

and, upon the failure or refusal of the Association to do so, the Township shall have the right to assess the unpaid amount pro rata among all Units in the Project and to obtain a lien against the Units for the payment thereof. All of the costs incurred by the Association, for such maintenance, operation and repair initially shall be borne by the Association as a cost of administration of the Condominium; provided, that all other portion(s) of the PD Land which are developed for residential use and served by any such storm water drain, detention pond or other storm water facility located within the Condominium for which the Association has maintenance responsibility shall reimburse the Association, from time to time, for a portion of the Association's costs incurred for its maintenance, repair and/or replacement, which proportion shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of completed dwellings in such other developed portion of the PD Land and the denominator of which is the sum of the number of completed dwellings in this Condominium plus all completed dwellings that are then located in all other developed portion(s) of the PD Land which are served by such storm water drain or other storm water facility.

Section 13. Reservation of Right to Dedicate to Public Use or to Grant Easements for Use of Private Utilities. The Developer reserves the right at any time during the Development, Construction and Sales Period, and the Association shall have the right thereafter, to dedicate all, or any, of the Common Element private utilities in the Project to the Township or another appropriate municipal authority which at that time agrees to accept the same for public use, or in lieu thereof to grant easements for private utilities over, under and across the Condominium. Any such dedication or grant of easement may be made without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and the Condominium Subdivision Plan, recorded in the Oakland County Register of Deeds. All Co-owners and mortgagees and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing dedication or grant of easement. This right to dedicate or grant easements transfer title to the roadways and sidewalks in the Project in no way whatsoever obligates the Developer or Association to construct or install any private utility in a manner suitable for acceptance of such dedication by the appropriate municipal authority.

Section 14. Association Right to Grant Easements. The Association, acting through its lawfully constituted Board (including any Board acting prior to the First Annual Meeting), shall be empowered and obligated to grant such other easements, licenses, rights-of-entry and rights-of-way over, under, and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer during the Development, Construction and Sales Period.

Section 15. Open Space. The Developer hereby declares that, except as the Developer has proposed in this Master Deed or the Condominium Subdivision Plan the construction, erection or installation any building or other structure, roadway, parking lot, pedestrian walk, utility (including detention area) or other Common Element, the General Common Element land shall be owned, developed, used and retained predominantly in its natural, scenic and open space condition; provided, however, that recreational uses shall be permissible in accordance with rules and regulations promulgated by the Board of Directors of the Association pursuant to Article VI, Section 11 of the Bylaws, to the extent not forbidden by this Master Deed or any Exhibit hereto, or by the PD Agreement or any Township ordinance which is applicable to the Project.

Section 16. Telecommunications and Security Agreements. The Association, acting through its Board of Directors, and subject to the Developer's approval during the Development, Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, utility agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees and agreement for the provision of security services as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel multi-point distribution service and similar services (collectively "Telecommunications") to the Condominium or any Unit therein, and for security services to the extent the Board deems it necessary. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any Federal, State or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium within the meaning of the Act and shall be paid over to and be the property of the Developer during the Development, Construction and Sales Period and, thereafter, of the Association.

Section 17. Entrance Easements. The Developer reserves for the use and benefit of itself, its successors and assignor a non-exclusive easement at any time and from time to time prior to the Developer's completion of the development, construction and sale of all portions of the PD Land which are owned by it, or, if sooner, by no later than the expiration or termination of the PD Agreement, to enter upon the Condominium Premises in the vicinity of the Ten Mile Road entrance to the Condominium, and thereupon to install and erect such walls, signs, structures, improvements and landscaping designating the entrance to: (a) the Condominium; (b) any other condominium or subdivision as may be established in the PD Land; and (c) any other use permitted by the PD Agreement as is established in the PD Land; provided, however, that all such structures, improvements and landscaping must conform to the Landscape Plan attached to the PD Agreement. The Association shall, as a cost of administration, inspect, maintain, repair and replace any such entrance structure, improvement or landscaping from time to time, and the Developer reserves for and grants to the Association the right for such purposes to enter upon any Unit in the Project insofar as it may reasonably be necessary in order to do so; provided, that if the Association shall fail to do so, the Developer shall retain the right, but not the obligation, to do so at any time during the time period provided in the initial sentence of this paragraph. The Association shall allocate to any use within the PD Land all expenses of maintenance, repair and replacement of such entrance area improvements which relate solely to that use, and all other such expenses shall be shared by this Condominium and all other residential developments as are established within any portion of the PD Land; provided, that the South Lyon Community School District shall be exempt from such responsibility. The Co-owners of this Condominium (to be paid as a cost of administration by the Association) shall be responsible from time to time to pay a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwellings in this Condominium, and the denominator of which is the sum of the number of such dwellings plus all completed dwellings that are then located in all other developed portions of the PD Land.

Section 18. Sharing of Expenses. For the purposes of this Article IX, the calculation of any fraction for the sharing of pertinent expenses according to the number of dwellings located in this Condominium and the number of dwellings located in all other developed portions of the PD Land shall include only those dwellings for which a certificate of occupancy has been issued by the Township.

## **ARTICLE X AMENDMENT**

Section 1. By Co-owners. This Master Deed and the Condominium Subdivision Plan (Exhibit "B" to said Master Deed) may be amended with the consent of sixty-six and two-thirds percent (66-2/3%) of the Co-owners entitled to vote as of the record date for said vote, except as hereinafter set forth:

- (a) Modification of Units or Limited Common Elements. No Unit dimension may be modified without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for their maintenance, repair or replacement be modified in any material way without the written consent of the Co-owner and mortgagee of each Unit to which the same are appurtenant.
- (b) Change in Percentage of Value. The method or formula utilized to determine the percentage of value assigned any Unit for the purpose of determining the value of the Co-owner's vote and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Bylaws, or as provided in Article V and Article VI hereof.
- (c) Developer Approval. During the Development, Construction and Sales Period, Article V, Article VI, Article VII, Article VIII, Article IX and this Article X and shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer. During the time period referenced in the preceding sentence, no other portion of this Master Deed, the Bylaws or the Condominium Subdivision Plan may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer together with the requisite number of affirmative votes. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefited thereby.

Section 2. By Developer. Prior to one (1) year after expiration of the Development, Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan (Exhibit "B" hereto) in furtherance of any right expressly reserved in this Master Deed or in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or of the State of Michigan and to comply with amendments to the Act.

Section 3. Mortgagee Approval. Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act. Moreover, insofar as permitted by the Act, this Master Deed shall be construed to reserve to the Developer during the Development, Construction and Sales Period, and to the Co-owners thereafter, the right to amend this Master Deed and/or the Condominium Subdivision Plan without the consent of mortgagees, if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to the Master Deed and/or Condominium Subdivision Plan is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

Section 4. Township Approval. Notwithstanding any other provision of the Condominium Documents to the contrary, any amendment to the Master Deed or the Condominium Subdivision Plan (Exhibit "B") which would be deemed under the applicable Township zoning ordinance to require a variance to conform to the PD Plan also shall be approved in writing by the Township. Such approval shall be conclusively evidenced by the recording in the Oakland County Records of an instrument granting such approval which is signed by an appropriate official of the Township.

Section 5. Termination, Vacation, Revocation and Abandonment. The Condominium may be terminated, vacated, revoked or abandoned only with the written consent of eighty percent (80%) of the non-Developer Co-owners entitled to vote as of the record date for said vote, plus the Developer, during the Development, Construction and Sales Period, and as otherwise allowed by law.

## **ARTICLE XII** **ASSIGNMENT**

The Developer has reserved in the Master Deed of Woodwind Glen Condominium, and hereby grants, conveys and assigns a permanent, non-exclusive easement for the use and benefit of the Association, the Co-owners of all Units and their respective successors, assigns, land contract purchasers, residents, lessees, tenants, guests and invitees, including Builders, and for the use and benefit of all emergency vehicles and municipal agencies (including, without limitation, any agency of the Township) while in the performance of their police, fire and other governmental functions, of: (a) the Woodwind Glen Condominium entrance area; and (b) all roads which are necessary or beneficial to provide to this Condominium ingress from and egress to Ten Mile Road, and all utilities which are necessary or beneficial to service any portion of this Condominium, and which in either case are located in Woodwind Glen Condominium or in any other portion of the PD Land which is now owned or hereafter acquired by the Developer (including, without limitation, the Area of Future Development of Woodwind Glen Condominium, as described in its Master Deed) for development purposes; in each case, as and subject to the terms and conditions (including the sharing of costs of decoration, inspection, maintenance, repair and replacement, as applicable) of Article IX above and the Developer's reservation in the Woodwind Glen Master Deed.

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by the Developer to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the Office of the Oakland County Register of Deeds. If any provision of this Master Deed conflicts with the PD Agreement or the Water Facilities Agreement, the provision of the PD Agreement or

Water Facilities Agreement, as applicable, shall govern. If any provision of this Master Deed conflicts with any provision the Bylaws or the Condominium Subdivision Plan, the provisions of this Master Deed shall govern.


**CURTIS-A&M LYON LLC**  
a Michigan Limited Liability Company

By:   
Mark Menuck  
Its: Authorized Member

**ACKNOWLEDGMENT**

STATE OF MICHIGAN )  
) ss.  
COUNTY OF OAKLAND )

On this 24th day of June, 2004, the foregoing Master Deed was acknowledged before me by Mark Menuck, the Authorized Member of Curtis-A&M Lyon, LLC, a Michigan Limited Liability Company, on behalf of the company.

  
Notary Public  
Wayne Co. (Acting in Oakland) County, Michigan  
My Commission Expires \_\_\_\_\_

**WETTE ALVARADO**  
**NOTARY PUBLIC WAYNE CO., MI**  
**MY COMMISSION EXPIRES Sep 3, 2004**

Master Deed Drafted by and When Recorded Return To:  
Meisner & Associates, P.C.  
David S. Keast (P24418)  
Attorney for Developer  
30200 Telegraph Road, Suite 467  
Bingham Farms, Michigan 48025-4506  
(248) 644-4433

**BYLAWS**





**WOODWIND VILLAGE CONDOMINIUM  
BYLAWS  
(EXHIBIT "A" TO THE MASTER DEED)**

**ARTICLE I  
ASSOCIATION OF CO-OWNERS**

Woodwind Village Condominium, a residential Condominium located in the Township of Lyon, County of Oakland, State of Michigan, shall be administered by an Association of Co-owners which shall be a nonprofit corporation, hereinafter called the "Association", which has been organized under the applicable laws of the State of Michigan, and is responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner, including the Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium. A Co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium available at reasonable hours to Co-owners, prospective purchasers and the mortgagees of Units in the Condominium. All Co-owners in the Condominium and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II  
ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authority and responsibilities as set forth in the Condominium Documents and the Act, including, without limitation, expenses incurred for water or for the performance and observance of the Association's responsibilities under the Water Facilities Agreement, shall be levied by the Association against the Units and their Co-owners in accordance with the following provisions:

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

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

- (a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be

required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses, as herein provided, whenever the same shall be determined and, in the absence of any annual budget or adjusted budget, each Unit Co-owner shall continue to pay each quarterly installment at the quarterly rate established for the previous fiscal year until notified of any change in the quarterly payment, which shall not be due until at least ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular quarterly payments as set forth in Section 3 below, rather than by additional or special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The funds contained in such reserve fund shall be used for major repairs and replacements of Common Elements. The Board of Directors may establish such other reserve funds as it may deem appropriate from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the 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 determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation, management, maintenance and capital repair of the Condominium; (2) to provide replacements of existing Common Elements; (3) to provide additions to the Common Elements not exceeding Twenty-Five Thousand Dollars (\$25,000.00), in the aggregate, annually; or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional or special assessment or assessments without Co-owner approval as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 5 hereof. The discretionary authority of the Board of Directors to levy general, additional or special assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

- (b) **Special Assessments.** Special assessments, other than those referenced in subsection 2(a) above, subject to Article VII of these Bylaws, may be made by the Board of Directors from time to time and approved by the Co-owners as herein provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of an aggregate cost exceeding Twenty Five Thousand Dollars (\$25,000.00) per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, or (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subsection 2(a) above which may be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty percent (60%) of all Co-owners entitled to vote as of the record date for said vote. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and is not enforceable by any creditors of the Association or the members thereof.

**Section 3. Apportionment of Assessments; Default in Payment.** Unless otherwise provided herein, 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 Master Deed, without increase or decrease for the existence of any rights to the use of Limited

Common Elements appurtenant to a Unit. Any unusual expenses of administration, as may be determined in the sole discretion of the Board of Directors, which benefit less than all of the Units in the Condominium, may be specially assessed against the Unit or Units so benefited and may be allocated to the benefited Condominium Unit or Units in the proportion which the percentage of value of the benefited Condominium Unit bears to the total percentages of value of all Condominium Units so specially benefited. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by the Co-owners in four (4) equal quarterly installments, commencing with acceptance of a Deed to, or a land contract purchaser's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of Fifteen Dollars (\$15.00) per month, or such other amount as may be determined by the Board of Directors, effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven percent (7%) per annum or such higher rate as may be allowed by law until paid in full. Payments on account of installments of assessments in default shall be applied first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees as the Association shall determine in its sole discretion and finally to installments in default in order of their due dates, earliest to latest.

Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit that may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit.

**Section 4. Waiver of Use or Abandonment of Unit; Uncompleted Repair Work.** No Co-owner may exempt himself from liability for his 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 Unit, or because of uncompleted repair work, or because of any failure of the Association to provide services and/or management to the Condominium or to the Co-owner.

**Section 5. Enforcement.** The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in answer or set-off to a complaint brought by the Association for nonpayment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner.

Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the

provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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

The expenses incurred in collecting unpaid assessments, including interest, costs, late charges, actual attorney's fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any additional or special assessment levied against his Unit, or any other obligation of a Co-owner which, according to these Bylaws, may be assessed and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal year in which said delinquency continues) and/or all unpaid portions or installments of the additional or special assessment, if applicable, immediately due and payable. The Association also may discontinue the furnishing of any utility or other services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association, or sign any petition for any purpose prescribed by the Condominium Documents or by law, and shall not be entitled to run for election or serve as a director or be appointed or serve as an officer of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him as provided by the Act.

**Section 6. Liability of Mortgagee.** Notwithstanding any other provision of the Condominium Documents, the holder of any first mortgage covering any Unit in the Condominium which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale in regard to said first mortgage, 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, and except for assessments that have priority over the first mortgage under Section 108 of the Act).

**Section 7. Developer and Builder Responsibility For Assessments.** During the Development, Construction and Sales Period, neither the Developer nor any Builder, although they are members of the Association, shall be responsible at any time for payment of: (a) the Association assessments, except with respect to completed and occupied Units that it owns; nor (b) except as provided below, any Association expenses whatsoever with respect to Units which are not completed and occupied Units, notwithstanding the fact that any Unit which is not a completed and occupied Unit may have been included in the Master Deed. A completed Unit is one with respect to which a Certificate of Occupancy has been issued by the Township. Certificates of Occupancy may be obtained by the Developer or a Builder at such times prior to actual occupancy as the Developer or Builder, as applicable, in its discretion, may determine. An occupied Unit is one that is improved by a dwelling that is occupied as a residence. The Developer and each Builder, however, shall independently insure, maintain, repair and replace all Units it owns, and shall bear the cost thereof. During the Development, Construction and Sales Period, the Developer and each Builder also shall pay a proportionate share of all expenses actually incurred by the Association from time to time for the current administration, insurance and maintenance of any Common Element for which the Association is assigned the responsibility of repair, net of the proceeds of any insurance or Co-owner recovery, and shall also pay a proportionate share of the general administrative expenses of the Association incurred prior to the Transitional Control Date. The proportionate share of the Developer or Builder in all such expenses shall be determined based upon the ratio of completed but unoccupied Units that the Developer or Builder, as applicable, owns at the time the expense is incurred to the total number of Units in the Condominium. Any assessment levied or expense claim made by the Association against the Developer or a Builder for any other purpose, in whole or in indivisible part, is hereby determined to be in respect of a common expense which benefits the completed and sold Units, only, and shall be void without the consent of the Developer or Builder, as applicable. Without limiting the foregoing, in no event shall the Developer or any Builder be responsible for payment, during the Development, Construction and Sales Period, of any amount which, in whole or in indivisible part, is to finance deferred maintenance, reserves for replacement, capital improvements, the purchase of any Unit from the Developer or a Builder, the cost of any litigation or claim against the Developer, its directors, officers, agents, principals, assigns, affiliates and/or the first Board of Directors of the Association or any directors of the Association appointed by the Developer, or any cost of investigating and/or preparing any such litigation or claim, or for any other special purpose, except with respect to completed and occupied Units that it owns. Notwithstanding the foregoing, the Developer shall be responsible to fund any deficit or shortage in the Association's reserve fund for major repairs and replacements that exist at the Transitional Control Date as the result of the limited responsibility of the Developer and Builders for assessments, as provided in this Section.

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

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

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

**Section 11. Statement as to Unpaid Assessments.** Pursuant to the provisions of the Act, the purchaser of any Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments, interest, late charges, fines, costs, and attorney fees thereon, whether annual, additional or special, and related collection costs. Upon written request to the Association, accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire the Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs, attorney fees and related collection or other costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum

within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, late charges, fines, costs, and attorney fees incurred in the collection thereof, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments, interest, collection and late charges, advances made by the Association for taxes or other liens to protect its liens, fines, costs, and attorney fees incurred in the collection thereof constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record having priority. The Association may charge such reasonable amounts for preparation of a statement as to unpaid assessments as the Association shall, in its discretion, determine.

**Section 12. Association Remedies Not Applicable to Default by Developer.** Neither the late charge applicable to assessments the payment of which are in default, as described in Section 3 of this Article II, nor the remedies afforded the Association to enforce the collection of assessments, expenses and other charges which are in default, as described in Section 5 of this Article II, shall be applicable to the Developer's liability for assessments, expenses and/or other charges which at any time during the Development, Construction and Sales Period become due and subsequently are in default, notwithstanding that the Developer may then be a "Co-owner" within the meaning of Article III, Section 14 of the Master Deed.

### **ARTICLE III** **ARBITRATION**

**Section 1. Scope and Election.** Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or 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, if applicable, be submitted to arbitration and the parties thereto shall accept the arbitrators' decision as final and binding; provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration. Any agreement to arbitrate pursuant to the provisions of this Article III, Section 1 shall include an agreement between the parties that the judgment of any Circuit Court of the State of Michigan may be rendered upon any award rendered pursuant to such arbitration.

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

**Section 3. Election of Remedies.** Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to arbitration shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

**Section 4. Co-owner Approval for Civil Actions Against Developer and First Board of Directors.** Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds percent (66-2/3%) of all Co-owners entitled to vote as of the record date for said vote, and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VII herein below. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots may be used, notwithstanding the provisions of Article VII herein below.

## **ARTICLE IV** **INSURANCE**

Section 1. **Association Responsibilities.** The Association shall obtain and continuously maintain in effect a standard insurance policy covering "all risks" of direct physical loss which are commonly insured against, including, among other things, fire and extended coverage, vandalism and malicious mischief, liability (including medical payments) insurance and worker's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements. The Association also shall carry: (i) fidelity bond coverage as provided in Article XII, Section 16, below; (ii) directors' and officers' liability coverage as provided in Article XVI, Section 2, below; and (iii) such other insurance, if any, as the Board of Directors from time to time deems advisable. All liability insurance policies purchased by the Association shall provide that: (i) each Co-owner is an insured person under the policy with respect to liability arising out of his interest in the Common Elements or membership in the Association; (ii) the insurer waives its right to subrogation under the policy against any Co-owner and any member of his household residing in the Unit; and (iii) no act or omission by any Co-owner, unless acting within the scope of his authority on behalf of the Association, will void the policy or be a condition to recovery under the policy. All insurance purchased by the Association shall be purchased for the benefit of the Association, 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. All such insurance shall be carried and administered, insofar as applicable, in accordance with the following provisions:

- (a) **Casualty Insurance.** All Common Elements shall, to the extent appropriate, be insured by the Association against fire and the other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors in consultation with the Association's insurance carrier and/or its representatives applying commonly employed methods for the reasonable determination of replacement costs. All such coverage shall be effected upon an agreed-amount basis for the entire Condominium with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total Project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All such coverage also shall include endorsement(s) which will provide insurance coverage for the Association's additional costs, if any, to: (i) upgrade a damaged Common Element structure in compliance with then-applicable building codes; and (ii) if determined by the Board of Directors at the time of insurance policy purchase or renewal to be required by any then-applicable law or ordinance, demolish and re-construct any partially-damaged Common Element structure, the undamaged portion of which is required by such then-applicable law or ordinance to be demolished.
- (b) **Premium Expenses.** All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- (c) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V below, the proceeds of any insurance policy issued to the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than repair, replacement or reconstruction of the Condominium unless at least sixty-seven percent (67%) of the institutional holders of first mortgages on Units in the Condominium have given their prior written approval, if one or more Units are tenantable, or if at least fifty-one percent (51%) of the institutional holders of first mortgages have given their written approval, if no Unit is tenantable.



- (d) Insurance Records. All non-sensitive or non-confidential information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting, to change the nature and extent of any coverage, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverage.

Section 2. Co-owner Responsibilities. Each Co-owner at his own expense shall obtain and continuously maintain in effect personal liability and property casualty insurance coverage upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisor the nature and extent of insurance coverage adequate to recompense him for personal liability for occurrences within his Unit and for foreseeable losses to his Unit, the dwelling and any other structure or improvement located within the boundary of his Unit, and also for alternative living expense in the event of fire and/or other casualty that may render the Co-owner's Unit uninhabitable. The Association shall have absolutely no responsibility for obtaining any such coverage, nor excess coverage for any such liability or casualty, unless specifically and separately agreed in writing between the Association and the Co-owner in writing; provided, however, that any such agreement between the Association and the Co-owner shall provide that any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II above. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect.

Section 3. Determination of Primary Carrier; Subrogation. In those situations where coverage under an Association insurance policy and a Co-owner insurance policy overlap, the provisions of this Section 3 shall control in determining the agreement of the Association and Co-owners as to the determination of the primary carrier and policy. In the event of any property damage to a General Common Element, or to a Limited Common Element for which the Association is assigned by Article IV of the Master Deed the responsibility to repair and/or replace, the Association's carrier and policy shall be deemed primary. In the event of any personal injury or other liability claim for any occurrence in or upon the General Common Elements, or in or upon a Limited Common Element for which the Association is assigned by Article IV of the Master Deed the responsibility to repair and/or replace, the Association's carrier and policy shall be deemed primary. In the event of any property damage to a Unit or its contents, or to a Limited Common Element for which the Co-owner is assigned by Article IV of the Master Deed or by Article V below the responsibility to repair and/or replace, including, without limitation, any improvements and betterments, the Co-owner's carrier and policy shall be deemed primary. In the event of any personal injury or other liability claim for any occurrence in or upon a Unit, or in or upon a Limited Common Element for which the Co-owner is assigned by Article IV of the Master Deed or by Article V below, the responsibility to repair and/or replace, including, without limitation, any claim which is attributable to or arises from the use of any improvements and betterments, the Co-owner's carrier and policy shall be deemed primary. In all cases where the Association's carrier and policy are not deemed primary, if the Association's carrier and policy contribute to the payment of the loss, the Association's liability to the Co-owner shall be limited to the amount of insurance proceeds paid, and the Association shall in no event be responsible to pay any deductible amount under either the Association's or the Co-owner's policy. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property casualty and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the Association's maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workers' compensation insurance, if applicable,

- (c) Continuation of Condominium After Taking. In the event the Condominium continues after taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner.
- (d) Notification of Mortgagees. In the event any Unit, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Mortgages Held By FHLMC; Other Institutional Holders. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand Dollars (\$10,000.00) in amount or if damage to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand Dollars (\$1,000.00). The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

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

## **ARTICLE VI**

### **ARCHITECTURAL CONTROL; BUILDING AND USE RESTRICTIONS**

Section 1. Residential Use. No Unit in the Condominium shall be used for other than private residential purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No building of any kind shall be erected within a Unit except a private dwelling and structures ancillary thereto. Timesharing and/or interval ownership is prohibited. No dwelling shall be used for commercial or business purposes; provided, however, that this shall not be deemed to ban a Co-owner from operating a home-based business which does not have any on-site employees other than Unit residents, does not produce odors, noises, or other effects noticeable outside of the Unit and does not involve the manufacture of goods or sale of goods from inventory. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in his or her dwelling.

Section 2. Leasing and Rental.

- (a) Right to Lease. A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article; provided that a written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. Notwithstanding anything herein to the contrary, a Unit may not be leased if such lease would violate subsection (b) below. No Co-owner shall lease less than an entire Unit and no tenant shall be permitted to occupy except under a written lease, the initial term of which is at least twelve (12) months, unless specifically approved in writing by the Association. Such written lease shall: (i) require the lessee to comply with the Condominium Documents and rules and regulations of the Association; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease; and (iii) provide that the Board of Directors has the power to terminate the lease or to institute

an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Unit shall, promptly following the execution of any lease of a Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. "Transient tenant" is someone who occupies a Unit for less than the minimum period required above regardless of whether or not compensation is paid. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Tenants and nonCo-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases, rental agreements, and occupancy agreements shall so state. The Developer and, if authorized to do so by the Developer, any Builder may lease any number of Units in the Condominium during the Development and Sales Period for such term(s) as they, in their discretion, may elect. In addition, the holder of any mortgage 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, may lease any number of Units in the Condominium for such term(s) as they, in their discretion, may elect.

- (b) Leasing Procedures. A Co-owner, including the Developer or a Builder, desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. Co-owners who do not live in the Unit they own must keep the Association informed of their current correct address and phone number(s). If no lease form is to be used, then the Co-owner or the Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement. The Board of Directors may charge such reasonable administrative fees for reviewing, approving, and monitoring lease transactions in accordance with this Section 2 as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of assessments under Article II above. This provision shall also apply to occupancy agreements.
- (c) Violation of Condominium Documents by Tenants or NonCo-owner Occupants. If the Association determines that the tenant or nonCo-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
- (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by the tenant or nonCo-owner occupant.
  - (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or nonCo-owner occupant or advise the Association that a violation has not occurred.
  - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its own behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonCo-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonCo-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this subsection may be by summary proceeding. The Association may hold both the tenant or nonCo-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant or nonCo-owner occupant in connection with the Condominium Unit or the Condominium and for actual legal fees and costs incurred by the Association in connection with legal proceedings hereunder.

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

- (1) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.
- (2) Initiate proceedings pursuant to subsection (c) (3) of this Section 2.

The form of lease used by any Co-owner shall explicitly contain the provisions of this subsection (d).

Section 3. Architectural Control and Dwelling Construction Regulations; Architectural Review Process. The Developer hereby establishes architectural control regulations, dwelling construction regulations and an architectural review process in order to ensure that Woodwind Village Condominium is harmoniously developed in a manner designed to maximize its aesthetic beauty and cause it to blend with the surrounding area. All dwellings in the Woodwind Village Condominium shall conform to the Architectural and General Site Design Guidelines, Exhibit P, of the PD Agreement. The architectural control regulations, dwelling construction regulations and architectural review process of this Section 3 are declared to be binding upon the Association, the Co-owners and all Builders of dwellings, structures and other improvements within the Project. In this Section 3, the term "Developer" shall always be deemed to refer to Curtis A&M – Lyon, LLC, a Michigan Limited Liability Company, unless otherwise specified herein or in a written instrument which has been recorded in the Oakland County Records and which expressly assigns the Developer's architectural control rights described in this Section. All rights reserved to the Developer in this Section 3 shall be enforceable by the Developer, or by its successor or any such assignee, as applicable, until certificates of occupancy have been issued for one hundred percent (100%) of the Units which may be built in the Project, regardless of whether another party has acquired the status of successor developer pursuant to the Act. Thereafter, the Association shall have and may exercise all of the rights of the Developer described in this Section 3.

A. ARCHITECTURAL APPROVAL REQUIREMENTS.

1. Dwellings, Structures and Exterior Improvements.

- (a) In General. No dwelling, structure or other exterior improvement, including, without limitation, lights, aerials or antennas (except those antennas referred to in subparagraph (b) below), awnings, doors, shutters, newspaper holders, mailboxes, hot tubs, jacuzzi, gazebos, porches, patios, decks, statuary, fences, walls, hedges, basketball hoops, playsets and swimming pools, shall be constructed or installed upon any Unit, and no exterior alteration, modification or attachment shall be made to any existing dwelling, structure or improvement; and no landscaping shall be installed within a Unit or elsewhere within the Condominium Project, unless the Co-owner of the Unit has first submitted to the Architectural Control Committee plans and specifications therefor, containing such detail as is required below, except to the extent that the Architectural Control Committee has waived or reduced any such requirement in writing, and the Architectural Control Committee has approved in writing the plans and specifications so submitted. The Architectural Control Committee shall have the right in its sole discretion to waive any architectural review requirement. As a condition precedent to approval by the Architectural Control Committee, any dwelling, structure or other improvement must first receive any

\*  
ARE  
Builders  
REQUIRED  
TO SUBMIT  
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NO

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necessary approval(s) from the local public authority, which approval shall be provided to the Architectural Control Committee. The Architectural Control Committee shall have the right to refuse to approve any construction plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons. In passing upon such plans and specifications, the Architectural Control Committee shall have the right to take into consideration the suitability of the proposed structure, improvement, modification or landscaping, the building site for which it is proposed and the degree of harmony thereof with the Condominium as a whole. The Architectural Control Committee also, in its discretion, may require, as a condition to its approval of any plans and specifications, that the Co-owner agree to a special assessment against the Unit in the event that it determines that the proposed dwelling, structure or other improvement will cause the Association unusual expenses in carrying out its responsibilities under the Master Deed. The Developer, in its sole discretion, may construct any dwelling, structure or other improvement, or install any landscaping, upon the Condominium Premises without the necessity of prior consent from the Association, the Architectural Control Committee or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

- (b) Special Rules for Broadcast Antennas. Notwithstanding the provisions of sub-paragraph (a) above, the following three (3) types and sizes of antennas may be installed within the perimeter of the Unit or on Limited Common Element areas over which the Co-owner has direct or indirect ownership and exclusive use or control, subject to the provisions of this Section and any written rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 11 below: (1) Direct broadcast satellite antennas ("Satellite Dishes") one meter or less in diameter; (2) Television broadcast antennas of any size; and (3) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) one meter or less in diameter. Antenna installation on General Common Element areas is prohibited, unless established by the Association in its sole discretion as provided below. The rules and regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna, or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals, and may not extend more than twelve (12) feet above the roof line without pre-approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this sub-paragraph and all rules and regulations regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet promptly after receipt of the notice by the Association, if possible, to discuss the installation. The Association may prohibit Co-owners from installing the aforementioned satellite dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under Section 207 of the Federal Communication Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by

FCC Orders released September 25, 1998 and November 20, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board of Directors pursuant to Section 11 of this Article.

2. **Modifications to Common Elements.** No Co-owner shall alter the appearance or make changes in any of the Common Elements, Limited or General, without the express written approval of the Architectural Control Committee (which approval shall be in recordable form). The Architectural Control Committee may only approve such modifications as do not impair the soundness, safety, utility or appearance of the Condominium Project. The Architectural Control Committee shall have the authority to determine the nature and extent of the plans and specifications it shall require be submitted in each instance, giving consideration, *inter alia*, to the location, nature and potential visual impact of the proposed modification. The Co-owner shall obtain any required building permits and comply with all building requirements of the Township.

3. **Responsibility for Maintenance and Repair of Modifications and Improvements.** The Co-owner shall be responsible for the maintenance and repair of any modification or improvement to the Common Elements. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and (except with respect to antennas referred to in sub-paragraph 1(b) above) shall be obligated to execute a Modification Agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves, sump pump, fire suppression system, or any element that adversely affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

B. ARCHITECTURAL CONTROL COMMITTEE.

1. **Nature and Purpose.** The Developer hereby establishes an Architectural Control Committee, which, except as otherwise expressly provided herein, shall have exclusive jurisdiction over the rights of architectural and construction approval and enforcement set forth in this Article. The Architectural Control Committee shall be deemed to have broad discretion to determine whether a proposed dwelling, structure or other improvement described in paragraph 1 of Part A. will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose for any restriction. The Architectural Control Committee shall consist of at least one (1) but no more than five (5) persons. Neither the Developer nor any member of the Architectural Control Committee shall be compensated from assessments collected from the members of the Association for the time expended in architectural control activities.

2. **Appointment, Removal and Jurisdiction.** The Developer shall have the exclusive right in its sole discretion to appoint and remove all members of the Architectural Control Committee until such time as certificates of occupancy have been issued for dwellings on one hundred percent (100%) of the Units in the Condominium. There shall be no surrender of this right prior to the issuance of certificates of occupancy of dwellings on one hundred percent (100%) of the Units in the

Condominium, except by a written instrument in recordable form executed by the Developer and specifically assigning to the Association or a successor Developer the power to appoint and remove the members of the Architectural Control Committee. From and after the date of such assignment, or the date of the later expiration of the Developer's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by, and exist as a standing committee of, the Board of Directors of the Association, and the Developer shall have no further rights or responsibilities with respect to any matters of approval or enforcement set forth herein.

3. **Architectural Control Fee.** In order to defray the actual and anticipated out-of-pocket expenses of the Architectural Control Committee in connection with architectural control activities, including the cost of review by an architect or engineer, if necessary, at the time of the closing upon the initial sale of each Unit in the Condominium, other than a sale by the Developer to a Builder, the purchasing Co-owner shall pay to the Developer, for the use and benefit of the Architectural Control Committee, the sum of Two Hundred Fifty Dollars (\$250.00). The Developer may, in its sole discretion, by a signed writing waive or defer payment of the architectural control fee due with respect to any Unit in the Condominium. Funds received by the Developer for the use and benefit of the Architectural Control Committee need not be held in escrow, or segregated in any manner whatsoever, but records shall be maintained showing the receipt and expenditure of all such funds, and the Developer shall account as of the date of assignment for the balance remaining, if any, to any assignee (including the Association) of the Developer's rights under paragraph 2 above. Neither the Developer, its successor or assign, nor any member of the Architectural Control Committee shall be compensated from the funds so collected for the time so expended in architectural control activities.

4. **Architectural Control Committee Decision.**

- (a) No approval by the Architectural Control Committee shall be valid if the dwelling, structure or other improvement violates any of the substantive restrictions set forth in this Section 3, except in cases where written waivers have been granted by the Architectural Control Committee.
- (b) The Architectural Control Committee may disapprove proposed locations, plans, specifications or construction scheduling based upon non-compliance with any of the restrictions set forth in this Section 3, or upon any other ground, including purely aesthetic considerations. The Architectural Control Committee shall take into account the preservation of trees and the natural setting in passing upon plans, specifications and the like. The Architectural Control Committee may disapprove any plan due to its reasonable dissatisfaction with the grading and drainage plan, the location of the structure on the Unit, the materials used, the color scheme, the finish, design, proportions, shape, height, style or appropriateness of the proposed improvement or alteration or because of any matter or thing which, in the judgment of the Architectural Control Committee, would render the proposed improvement or alteration inharmonious or out of keeping with the objective of the Developer or with improvements erected on other Units in the Condominium.
- (c) In the event the Architectural Control Committee fails to approve or disapprove any plans, specifications and/or construction schedule within thirty (30) days after submission, then such approval will not be required, but all other limitations, conditions and restrictions set forth in the Condominium Documents shall nevertheless apply and remain in force with respect thereto.
- (d) Architectural Control Committee approval shall be deemed given if the plans, specifications and construction schedule submitted for approval are marked or stamped as having been finally approved by any one (1) member of the Architectural Control Committee.

- (e) Material violations of this Section 3 that are not resolved to the satisfaction of the Architectural Control Committee may be referred for enforcement action to the Board of Directors, together with any recommendation for disposition as the Architectural Control Committee may deem appropriate. Upon notice to the offending person and an opportunity for such person to appear before the Board, which shall be no less than seven (7) days from the date of the notice, in order to offer evidence in defense of the alleged violation, the Board of Directors may, in the event that it finds, after such opportunity for hearing has been provided, that a violation of this Section 3 has occurred, exercise any remedy therefor as is permitted by Article XX below or is otherwise available by law.

5. **No Liability.** In no event shall the Architectural Control Committee, the Developer, the Association or any successor Developer, nor any of their respective members, owners, partners, directors, officers or agents, have any liability whatsoever to anyone for the Architectural Control Committee's approval or disapproval, or failure to approve or disapprove, of plans, specifications and/or construction schedule for any dwelling, structure or other improvement, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall the Architectural Control Committee, the Developer, the Association or any successor Developer, nor any of their respective members, owners, partners, directors, officers or agents, have any liability to anyone for the Architectural Control Committee's approval of plans and specifications for any dwelling, structure or other improvement which is not in conformity with the provisions of these Condominium Documents, or for disapproving plans and specifications for any dwelling, structure and/or other improvement which may be in conformity with the provisions hereof. In no event shall any party have the right to contest judicially, or to impose liability on the Architectural Control Committee or its individual members, or upon the Developer, the Association or any successor Developer, or any of their respective members, owners, partners, directors, officers or agents, for any decision of the Architectural Control Committee (or alleged failure of the Architectural Control Committee to make a decision) relative to the approval or disapproval of a dwelling, structure or other improvement, or to any other aspect or matter which the Architectural Control Committee has the right to approve or waive under the Condominium Documents. The approval of the Architectural Control Committee of a dwelling, structure or other improvement shall not be construed as a representation or warranty that the dwelling, structure or other improvement is in conformity with the ordinances or other requirements of the Township or any other governmental authority, or with any other law or statute. Any obligation or duty to ascertain any such conformities, or to advise the Co-owner or any other person of the same (even if known) is hereby disclaimed.

C. SUBMISSION REQUIREMENTS FOR ARCHITECTURAL REVIEW OF DWELLINGS, STRUCTURES AND OTHER IMPROVEMENTS.

1. **Preliminary Submission.** Preliminary plans and specifications may first be submitted to the Architectural Control Committee for review and informal comment.

2. **Final Approval Submission.** Except insofar as they are inapplicable, or are in writing waived by the Architectural Control Committee, two (2) sets of all of the following plans, drawings and specifications, one of which shall be retained and permanently lodged with the Architectural Control Committee, must be submitted to obtain final review by the Architectural Control Committee of any dwelling, structure or other improvement:

- (a) A topographic survey, sealed by a registered professional engineer or registered land surveyor, showing existing and proposed grades at: the curb top; property line; each corner and at fifty (50) foot intervals; the center of the Unit [at fifty (50) foot intervals]; fifty (50) feet off-site [at fifty (50) foot intervals]; brick ledge of adjacent homes; Unit lines; easement lines; existing utilities and structures (hydrant, manholes, catch basins, etc.); and shall show setback lines, North arrow, scale, benchmark (N.G.V. datum), the locations of all trees in excess



of three (3") inches in diameter located between the front Unit line and the rear of the building zone, the proposed location of each building or structure and the proposed location of drives, parking areas and all areas of the Unit and adjacent properties which will be affected by the construction process;

- (b) Complete plans and specifications sufficient to secure a building permit for a dwelling in the Township, including a dimensioned plot plan sealed by a registered architect and showing the Unit, the placement of all improvements with setback dimensions, the applicant's name, address and telephone number, the Unit number, proposed grades for the driveway, brick ledge of the proposed structure and drainage swales, utility services, driveway, drive approach material and drainage arrows;
- (c) Front elevation, side elevations and rear elevation of the dwelling or structure, plus elevations of any walls, patios, gazebos, play structures, in-ground pools, hot tubs, jacuzzi, spas, decks, fences and any others similar accessory structure, all in sufficient detail to depict accurately all design features of each elevation;
- (d) Specifications setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual brick, paint, stain and shingle samples;
- (e) A landscape plan showing finished grading, and the size, type and location of plants, seeding and lighting, and including any patio or deck. The landscape design shall be compatible with the approved landscape design, if any, of all neighboring Units;
- (f) A construction schedule; and,
- (g) Any other data, drawings or material that the Architectural Control Committee requests in order to fulfill its function.

D. **CONTRACTOR REGULATIONS.** No Co-owner shall contract with any builder or contractor, other than a Builder, to construct any dwelling or Unit major structure or improvement. All Builders must adhere to the requirements of this sub-section D. in order to establish, or maintain, their approval status:

1. **Builder Approval.** A builder/contractor which has not been previously approved by the Architectural Control Committee must furnish to the Architectural Control Committee the following information, together with a written request to approve a builder/contractor: (1) a copy of the builder/contractor's residential builder's license; (2) a certificate of insurance which shall be satisfactory to the Architectural Control Committee in all respects and provide that any cancellation or substantive modification of coverage shall not be effective without thirty (30) days prior written notice to the Co-owner and the Architectural Control Committee; and (3) a resume of the builder/contractor's projects similar in nature to the proposed work.

2. **Pre-construction Certificate of Compliance.** Prior to the commencing any construction or improvement within a Unit, the Builder shall supply the Architectural Control Committee with: (1) a certification by a duly licensed civil engineer or land surveyor that the proposed improvements are to be properly located and are in accordance with the Plans previously approved by the Architectural Control Committee; and (2) copies of all required building and other permits and approvals.

3. **Accountability.** The Builder shall designate a construction superintendent at the start of construction who will be responsible for supervising adherence to the Construction Regulations set forth herein below and all other applicable provisions of the Condominium Documents.

E. RESTRICTIONS UPON IMPROVEMENTS, INCLUDING DWELLINGS. In addition to any architectural guidelines provided in the PD Agreement:

1. **Mailboxes.** Each mailbox in the Condominium shall be approved as to size, style and appearance approved by both the Architectural Control Committee and the Township branch of the United States Post Office.
2. **Use of Units.** No building shall be erected, re-erected, moved or maintained upon any Unit, other than one (1) dwelling, designed and erected for occupation as a private residence, with an attached private garage which provides space for not fewer than two (2) automobiles for the sole use of the occupants of the dwelling.
3. **Unit Width and Setbacks.** Except insofar as in any specific instance the Township may grant to a Co-owner a variance, if required, and the Architectural Control Committee may approve a lesser dimension and/or setback, the following Unit dimension and dwelling setback requirements shall apply:
  - (a) The width of all Units, measured at the front building line of the dwelling to be constructed thereon, shall be not less than ninety feet (90').
  - (b) The dwelling to be constructed on a Unit shall be set back at least thirty-five feet (35') from the Unit front boundary, except that the attached garage may be no nearer than twenty-five feet (25') from the Unit front boundary. In the event that a dwelling fronts upon two (2) streets, the side on which the main entrance is located shall be considered the "front" for the purposes of this subparagraph.
  - (c) The dwelling to be constructed on a Unit shall be set back at least thirty-five feet (35') from the Unit rear boundary; provided, that dwellings constructed on Units 36, 37, 38, 49, 50, 51 and 52 shall be set back at least forty feet (40') from the Unit rear boundary.
  - (d) The dwelling to be constructed on a Unit shall be set back at least five feet (5') from the Unit side boundary; provided, that the aggregate side yard setback for both sides, and the aggregate set back between the dwellings constructed upon adjoining Units, shall be at least thirty feet (30').
4. **Character and Size of Dwellings.** No dwelling shall contain less than: (a) two thousand (2,000) square feet in the aggregate, in the case of a "one-story" or "ranch-style" dwelling; (b) two thousand two hundred fifty (2,250) square feet in the aggregate, in the case of a "one and one-half" story or "split-level" dwelling; or (c) two thousand four hundred (2,400) square feet, in the case of a "two-story" dwelling. All computations of square footage for determination of the permissibility of erection of a dwelling shall be exclusive of basements (including walkout basements), garages, porches and terraces.
5. **Dwelling Exterior Construction and Surface Materials.** The exterior of all dwellings must be completed as soon as practical after construction commences, and in any event within twelve (12) months, except where such completion is impossible or, as determined by the Architectural Control Committee, in its sole discretion, would result in undue hardship to the Co-owner or Builder due to strikes, fires, unavailability of materials, natural calamity or national emergency. The exterior surface materials to be utilized on any dwelling shall be subject to the approval of the Architectural Control Committee. The exterior surfaces of all dwellings shall be primarily brick, stone, wood or vinyl, or any combination thereof; provided, that only brick, stone, wood or vinyl shall be permitted on the front elevation. Wood may consist of individual natural board siding, Hardi-plank or similar material. Exterior doors on the front or side of a dwelling must coordinate as to design and color with the overall

exterior color scheme. Permissible window, door and house trim (including shutter) materials shall be, wood, vinyl clad wood, aluminum clad and vinyl. Aluminum and texture 111 siding are prohibited. The use of cement block, slag, cinder block, imitation brick, asphalt and/or any type of commercial or aluminum siding is expressly prohibited. Walkout basements are permitted; provided, that the visible exterior of the dwelling from grade level to entry level shall be finished in brick or stone. The Architectural Control Committee may grant such exceptions to this restriction as it deems suitable. Exterior dwelling colors shall be natural and subdued, in the determination of the Architectural Control Committee.

6. **Foundations; Roof Pitch; Chimneys.** Only poured concrete basements are permitted. "Walk-out" and "daylight" basements are permitted subject to Architectural Control Committee approval of the site and grade. The roof pitch of all homes shall be at least 6:1. Roof covering material shall be a 25-year three - tab asphalt shingle, or better as determined by the Architectural Control Committee. Each chimney must exhaust above the peak of the roof section through which or abutting which such chimney is installed (as applicable) as determined by the Architectural Control Committee. Each chimney located on the front, side or rear of a dwelling shall be of masonry or stone exterior construction its entire height to the foundation footing; provided, that the exterior of a chimney that direct vents through the roof of the dwelling must be finished with a masonry material which matches the primary brick color of the residence. Each chimney shall have flues lined through the entire height with standard clay lining or other fire resistant material. No pre-fabricated chimneys may be installed or maintained. Direct venting fireplaces which do not require a chimney only may be installed and maintained within a dwelling with venting that penetrates a rear or side wall on the first floor or a rear wall on the second floor. No such direct vented fireplace may be installed or maintained with venting which is visible from the street. All vents must be painted the same color as the exterior of the wall on which they are installed and must be screened by landscaping approved by the Architectural Control Committee so as to be as unobtrusive as possible and not be visible from adjacent Units.

7. **Garages and Driveways.** Weather permitting, prior to a dwelling being occupied, the Unit shall have constructed on it a concrete or interlocking brick paver driveway in the location approved by the Architectural Control Committee, which driveway shall at all times be maintained and kept in good repair. If for any reason weather conditions do not then permit driveway construction, the driveway shall be constructed within thirty (30) days after concrete is available and such adverse weather conditions cease. Developer reserves the right at any time to change the driveway location as to any Unit or Units. Side or rear entry garages are required, subject to the right of the Architectural Control Committee to approve a front entry garage for any Unit if the Architectural Control Committee determines that to be preferable due to the inadequacy of the turning radius and access to the garage and the driveway's location upon the Unit relative to the nearest Unit boundary; provided, that, prior to granting any such approval, the Architectural Control Committee shall confirm that, if the Unit is constructed with a front entry garage, a majority of the Units in the Condominium will have a side or rear entry garage. In no event shall less than a majority of the Units have a side or rear entry garage. Each garage shall provide space for either two (2) or three (3) automobiles. Garages shall be side entry unless the Architectural Control Committee determines that the Unit will accommodate only a front entry garage. Carports are specifically prohibited. The exterior of the garage door may not include any art work or logos and the garage door color shall coordinate with the colors of the dwelling as a whole.

8. **Exterior Lighting and Lamp Posts.** Any exterior lighting must be "white" light, must be consistent in location and appearance with any Association lighting and not intrusive to neighbors.

9. **Wells.** No well shall be dug, installed or constructed on any Unit.

10. **Utility Easements.** No dwelling, structure or other improvement may be constructed or maintained over or on any underground television cable, sewer lines, water mains, drainage lines,

surface drainage swales or any other utility easement; however, after the aforementioned utilities have been installed, plants, fences (where permitted) and other improvements within the Unit and not inconsistent with the terms, covenants and conditions of such easement shall be allowed, so long as they do not violate the provisions of this Section 3, do not interfere with, obstruct, hinder or impair the drainage plan of the PD Lands and access is granted, without charge or liability for damages, for the installation and/or maintenance of the utilities, drainage lines and/or additional facilities.

11. **Temporary Structures.** Trailers, tents, shacks, barns and other temporary buildings of every description whatsoever are expressly prohibited, and no temporary occupancy shall be permitted in unfinished dwellings. However, the erection of a temporary storage building for materials and supplies to be used in the construction of a dwelling, and which shall be removed from the Condominium Premises upon completion of the building, is permitted.

12. **Fences.** Perimeter fences and walls may not be erected or maintained, except that perimeter fencing of an in-ground swimming pool area shall be permitted in the Accessory Use Area subject to Architectural Control Committee approval as to location and the compatibility of its design and color scheme with the exterior color scheme of the dwelling. Stockade fences and fences for air conditioner and other mechanical screening shall not be permitted. The side lot line of each corner Unit which faces a street shall be deemed to be a second front building lot line and shall be subject to the same restrictions as to the erection, growth or maintenance of fences, walls or hedges as is hereinbefore provided for front building lines. Any such fence shall be contiguous in location with any existing fence upon an adjoining Unit. Fences may not be erected or maintained in front of the front building line of any Unit. Chain link fences are prohibited. This paragraph shall not be deemed to apply to low ornamental fencing which is part of a Unit landscape plan determined by the Architectural Control Committee to be in architectural harmony with the design of the house and is not erected along the front lot line.

13. **Signs.** All signs and billboards are subject to the architectural control requirements of this Section 3. No sign or billboard shall be placed, erected or maintained on any Unit, including within the dwelling constructed upon the Unit, if visible from outside the Unit, except for one sign advertising the Unit, or the Unit and dwelling, for sale or lease, which said sign shall have a surface or not more than five (5) square feet and the top of which shall be not more than three (3) feet above the ground; provided, however, that such sign shall have been constructed and installed in a professional manner. Any such sign shall be a combination of black and gold colors and shall be kept clean and in good repair during the period of its maintenance on the said Unit, and shall in no event be placed and maintained nearer than twenty-five (25') feet from the front lot line.

14. **Air Conditioners.** No "through the wall" air conditioners may be installed on the front or any side wall or window of any dwelling. Outside compressors for central air conditioning units may be located only in the side or rear yard and must be screened and landscaped in such a manner so as to create no nuisance to the residents of adjacent dwellings.

15. **Swimming Pools.** No above-ground swimming pools may be erected or installed, and no in-ground swimming pool may be built which is higher than one (1) foot above the existing Unit grade. Spas are permitted subject to Architectural Control Committee approval of their location.

16. **General Construction Conditions.**

(a) No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste, and the same shall not be kept except in sanitary containers properly concealed from public view. Garbage containers shall not be left at the road for more than twenty-four (24) hours in any one (1) week. No trash shall be burned on any Unit.

- (b) Each Unit and its surrounding street pavements and Common Elements shall be kept clean and free from garbage, refuse, soil runoff and other materials and debris. The restriction of this subparagraph (b) shall apply to the Builder during the period of house construction and subsequently to the Co-owner of the Unit.
- (c) A construction trailer and construction vehicles may be maintained by each Builder offering new houses for sale, but only during the period when new houses are under construction in the Condominium by that Builder.
- (d) The grade of any Unit or Units in the Condominium may not be changed without the written consent of the Township and the Architectural Control Committee. This restriction is intended to prevent interference with the master drainage plans for the Condominium.

17. **Street Trees and Landscaping.** The Unit Co-owner (including land contract and option purchasers of Units), including each Builder who purchases for resale, shall be responsible to plant one (1) canopy street tree for each fifty (50) feet of Unit street frontage (i.e., a tree spaced at an approximate interval of fifty (50) feet on center from each adjacent street, giving consideration to the location of roads, driveways and any resulting obstruction of vehicular sight lines on any street), which street trees shall be located between the walk and road curb and shall have a minimum caliper when planted of two and one-half inches (2-½"); provided, that existing trees with a minimum caliper of two and one-half inches (2-½") may be substituted with the prior approval of the Architectural Control Committee provided that the location conforms approximately with the required location and the Architectural Control Committee is satisfied that adequate measures have been taken and will be maintained that will assure their preservation. All such street trees shall be a species of canopy tree approved in advance by the Architectural Control Committee, and shall conform with any applicable requirements of the Township's zoning ordinance. When planted, each street tree shall be approximately equidistant from the other street trees on the Unit and the street trees located (or to be located) on the Unit(s) adjacent to the Unit on which the trees are planted. Additionally, all street trees shall be located at a consistent distance from the street (but not within the road right-of-way) and at locations which will not excessively impair road vision, as determined to the satisfaction of the Architectural Control Committee in its sole discretion. Landscaping in accordance with the approved landscaping plan, including finish grading or sodding, must be completed within ninety (90) days after the closing of the sale of a newly-constructed dwelling, or occupancy, whichever is sooner. If, however, such closing or occupancy occurs after September 1 of any year, then the Unit shall be sodded and appropriately landscaped in accordance with the approved landscaping plan by June 1 of the following year. Each Co-owner shall be responsible to maintain and replace the approved landscaping on the Unit and the street tree planted in the street right of way adjacent to the Co-owner's Unit as provided in this paragraph 20. In the event any street tree dies, the Co-owner of the Unit immediately adjacent to the right-of-way in which the street tree is planted shall replace the dead tree with the same or a different species of deciduous tree approved in advance by the Architectural Control Committee, in the minimum size required by the Township, at the Co-owner's sole cost and expense. If the Co-owner fails to make such a replacement within thirty (30) days after written request to do so from the Architectural Control Committee or the Association, the Architectural Control Committee or the Association may replace the tree and assess the Co-owner the cost of replacing the dead tree. Any such special assessment shall be a lien on the Co-owner's Unit as provided in Article II above. The Association shall not be obligated to replace dead trees pursuant to this paragraph 20, any rights exercised hereunder being entirely at the discretion of the Association. At the closing of each Unit sale by a Builder, the Builder shall require that each Co-owner post a bond acceptable to the Architectural Control Committee sufficient to cover the Co-owner's obligations for landscaping and street trees.

The Woodwind Village Condominium entrance at Brompton Way and Ten Mile Road, including entry gatehouse, signage and landscaping, shall be constructed in accordance with the Landscape Plan, revision date 7/9/03, consisting of six (6) pages, prepared and sealed by Marc Russell, being Exhibit Q to the PD Agreement, or any modification thereof hereafter approved in writing by the Township.

18. **Erosion Control.** Each Co-owner of a Unit shall ensure that all reasonable erosion prevention measures are implemented and maintained in order to ensure that soil and other debris does not enter wetlands, sewer lines, manholes, catch basins and retention basins serving or located within the Condominium (collectively, the "Storm Sewer Improvements"), and shall install soil erosion control fencing (including, without limitation, soil erosion control fencing around the perimeter of the Unit from the time that construction or grading commences on the Unit until such time as grass has grown in sufficiently on the Unit to end the threat of soil erosion) on such Unit in order to keep sediment and other runoff out of the streets in the Condominium. In the event that Developer or the Association is notified by a governmental agency having jurisdiction over the Storm Sewer Improvements that the Storm Sewer Improvements need to be cleaned or serviced due to a build-up of sediment or other debris, the Developer or the Association may contract for such cleaning or servicing and charge each Co-owner of a Unit in the Condominium a pro-rata share of the cost of the same in common with other Co-owners of Units in the Condominium, such that the Co-owners of Units in the Condominium in common shall be required to pay the full cost incurred by Developer or the Association for such cleaning and servicing. Any retaining wall located on a Unit must be properly maintained, repaired or replaced by the Unit Co-owner as necessary in order to ensure that erosion is minimized and controlled. All costs incurred under this sub-section may be assessed to and collected from the Co-owners in the manner provided in Article II above.

19. **Water Softeners.** So as to maintain permitted discharge limits in the wastewater treatment plant, the use of sodium chloride in water softeners is prohibited. Potassium chloride is permitted.

**Section 4. Activities.** No immoral, 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 annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, sling shots, illegal fireworks, or other similar dangerous weapons, projectiles or devices. No water well may be drilled, maintained or for any purpose used in the Condominium.

**Section 5. Pets.** No reptiles and no animals, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain two (2) domesticated dogs or cats, or one (1) of each, on his Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No doghouses or tethering of animals shall be permitted on the Common Elements, Limited or General. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended in person by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised and the Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Condominium wherein dog runs may be constructed. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals and/or for the construction of dog runs. 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 (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis

shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, 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 or by any applicable rules and regulations of the Association, although such hearing shall not be a condition precedent to the institution of legal proceedings to remove said animal. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section 5 shall not include small, domesticated animals, such as small birds or fish, which are constantly caged.

**Section 6. Aesthetics.** In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage. No unsightly condition shall be maintained on any Unit or Limited Common Element, and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use, except as may be provided in rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. There shall be no outdoor cooking or barbecues on the Common Elements except in areas designated therefor by the Board of Directors. Nothing herein contained shall be construed to require the Board of Directors to so designate an area for outdoor cooking or barbecues.

**Section 7. Common Element Maintenance.** Common Element sidewalks shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements, except as may be provided by duly adopted rules and regulations of the Condominium. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other nonCo-owner occupants of Condominium Units in which the Co-owner does not reside; provided, further, however, that the nonresident Co-owners of such Condominium Units are members in good standing of the Association.

**Section 8. Vehicles.** No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles, motorcycles, vehicles and trucks which are designed and used primarily for personal transportation purposes, may be parked or stored upon the premises of the Condominium, unless enclosed in the Co-owner's garage with the door closed or in such other area as may be specifically approved by the Association or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. A Co-owner may not maintain more than three (3) vehicles upon the Condominium Premises unless the Board of Directors specifically approves in writing otherwise. Co-owners must park their vehicles in the garage and in their driveway, only, unless the Board of Directors has specifically

approved otherwise in writing and/or as may otherwise be set forth in rules and regulations promulgated pursuant to Article VI, Section 11 hereof. Garage doors shall be kept closed when not in use. Any non-assigned parking areas shall be reserved for the general use of the members and their guests. Commercial vehicles and trucks (except trucks designed and used primarily for personal transportation as herein provided) shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business. For purposes of this Section, "commercial vehicle" means any vehicle that has any one of the following characteristics: (a) more than two (2) axles; (b) gross vehicle weight rating in excess of 10,000 pounds; (c) visibly equipped with or carrying equipment or materials used in a business; or (d) carrying a sign advertising or identifying a business. Noncommercial trucks such as Suburbans, Blazers, Bravadas, Jeeps, GMC's/Jimmy's, pickups, vans, and similar vehicles that are designed and used primarily for personal transportation shall be permissible, except as may be otherwise prohibited herein. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section to be removed from the Condominium Premises and the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the Association. Co-owners shall, if the Association shall require, register with the Association all vehicles maintained on the Condominium Premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

**Section 9. Draperies and Curtains.** All window treatments, draperies and/or curtains installed in windows in the Condominium shall have neutral liners so as to maintain a uniform appearance when viewed from the exteriors of the Units.

*cream/beige  
white*

**Section 10. Advertising.** No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs and "Open" signs, without written permission from the Association and, during the Development, Construction and Sales Period, from the Developer.

**Section 11. Regulations.** Reasonable rules and regulations consistent with the Act, the Master Deed and these Bylaws concerning the use and operation of the Condominium may be made and amended from time to time by the Association's Board of Directors, including the First Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the Association held as provided in Article X, Section 2 of these Bylaws). Copies of all rules and/or regulations and amendments thereto shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such rule or regulation or amendment may be revoked at any time by the affirmative vote of more than fifty percent (50%) of all Co-owners entitled to vote as of the record date for said vote, except that the Co-owners may not revoke any rule or regulation prior to the First Annual Meeting of the Association.

**Section 12. Right of Access of Association.** The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. This right of access shall include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to any Unit or its appurtenant Limited Common Elements for monitoring, inspection, maintenance, repair or replacement thereof. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit and/or to protect the safety and/or welfare of the inhabitants of the Condominium. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances, including



without notice, and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access. In the event that it is necessary for the Association to gain access to a Unit or the contents of same or Limited Common Elements appurtenant to same which are under the control or possession of the Co-owner to make repairs to prevent damage to the Common Elements or to another Unit or to protect the safety and welfare of the inhabitants of the Condominium, the costs, expenses, damages, and/or attorney fees incurred by the Association in such undertaking shall be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws.

**Section 13. Landscaping.** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Association in writing, or as may be provided in rules and regulations governing same as may be promulgated by the Board of Directors from time to time, subject to the written approval of the Developer as required in Section 16 below.

**Section 14. Disposition of Interest in Unit by Sale or Lease.** No Co-owner may dispose of a Unit, or any interest therein, by a sale or lease without complying with the following terms or conditions:

**(a) Notice to Association; Co-owner to Provide Condominium Documents to Purchaser or Tenant.**

A Co-owner intending to make a sale or lease of a Unit in the Condominium, 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 lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits "A", "B" and "C" thereto) and any amendments to the Master Deed, the Articles of Incorporation and any amendment thereto, and the rules and regulations, as amended, if any, to the proposed purchaser or lessee. 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 purchaser or lessee with a copy of the Master Deed and other documents referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any noncompliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.

**(b) Developer and Mortgagees not Subject to Section.** The Developer shall not be subject to this Section 14 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage 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, be subject to the provisions of this Section 14.

**Section 15. Co-owner Responsibilities for Due Care and Maintenance.** Each Co-owner shall use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, air conditioning compressors, cable or satellite television, electrical or other utility conduits and systems and any other elements which are appurtenant to or which may affect any other Unit. Additionally, each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition and in accordance with any insurance risk management policies from time to time adopted by the Board of Directors in accordance with Article VI, Section 11 of these Bylaws. In the event that a Co-owner fails to properly maintain, repair or replace any portion of the Condominium Premises for which he or she is assigned by the Condominium Documents the responsibility for maintenance, repair and/or replacement, in addition to any other remedy which it may have under these Bylaws, the Association may perform any such maintenance, repair and replacement following the giving of three (3) days written notice thereof to the responsible Co-owner of its intent to do so (except in the case of an emergency repair with which the Association may proceed without prior notice). The Association may assess the costs thereof to the Co-owner of the Unit as provided in Section 19 below. The aforesaid right of the Association to perform such maintenance, repair and replacement shall not be deemed

an obligation of the Association, but, rather, is in the sole discretion of the Board of Directors. The Co-owners shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Notwithstanding any other provision of the Condominium Documents, each Co-owner shall be responsible for all damages or costs incurred by the Association for the repair or replacement of Common Elements, or by any other Co-owner(s) for the repair or replacement of any Unit or Limited Common Element, as the case may be, which results from: (a) any negligent or intentional action or omission by the Co-owner, his land contract purchaser or his tenant, or by the family, servants, employees, agents, visitors, licensees, or household pets of the Co-owner, land contract purchaser or tenant; or (b) any failure of, or any Co-owner failure to maintain, any portion of the Condominium Premises for which the Co-owner is assigned by the Condominium Documents the responsibility to maintain, repair and replace, regardless whether the damage or cost resulted from any Co-owner negligent or intentional action or omission; provided, in either such case, that there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount) if and to the extent that such damages or costs are covered by insurance carried by the Association. Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner against such damages and costs, including actual attorneys' fees (not limited to reasonable attorneys' fees), and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

**Section 16. Reserved Rights of Developer.** During the Development, Construction and Sales Period, no buildings, fences, decks, wood privacy screens, patios, walls, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, material, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole, who will be requested to bear the maintenance, repair and/or replacement responsibility for same and any adjoining properties under development or proposed to be developed by the Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as an attractive and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

**Section 17. Developer and Builder Rights to Furtherance of Development and Sale.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer or any Builder during the Development, Construction and Sales Period, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, the Developer shall have the right to maintain a sales office, a business office, a construction office, model Units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development, sale or lease of other off-site property by Developer or its affiliates, and Developer may continue to do so during the entire Development, Construction and Sales Period and the warranty period applicable to any Unit in the Condominium. The Developer reserves the right to assign the rights of the Developer described in the preceding sentence, in whole or in part, to any Builder(s). The Developer shall restore the area so utilized to habitable status upon termination of use.

**Section 18. Enforcement of Bylaws.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of an attractive, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements, and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right, but not the obligation, to enforce these Bylaws throughout the Development, Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws. Unless the Developer has given its written consent, the failure or delay of the Developer to enforce these Bylaws shall not constitute a waiver of the right of the Developer to enforce the Bylaws in the future. The provisions of this Section 18 shall not be construed to be a warranty or representation of any kind regarding the physical condition of the Condominium.

**Section 19. Assessment of Costs of Enforcement.** Any and all costs, damages, expenses and/or attorneys fees incurred by the Association, or the Developer, as the case may be, in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 11 of these Bylaws, and any costs, expenses, and attorneys' fees incurred in collecting said costs, damages, and any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project, or by their licensees or invitees, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

## **ARTICLE VII**

### **JUDICIAL ACTIONS AND CLAIMS**

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the affirmative vote of sixty-six and two-thirds percent (66-2/3%), or more, in number and in value, of all Co-owners entitled to vote as of the record date for said vote and shall be governed by the requirements of this Article VII. The requirements of this Article VII will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article VII. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

**Section 1. Board of Directors' Recommendation to Co-owners.** The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

**Section 2. Litigation Evaluation Meeting.** Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information copied onto 8-1/2" x 11" paper:

- (a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:
- (1) it is in the best interests of the Association to file a lawsuit;
  - (2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
  - (3) litigation is the only prudent, feasible and reasonable alternative; and
  - (4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:
- (1) the number of years the litigation attorney has practiced law; and
  - (2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- (d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees and all other expenses expected to be incurred in the civil action.
- (e) The litigation attorney's proposed written fee agreement.
- (f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 6 of this Article VII.
- (g) The litigation attorney's legal theories for recovery of the Association.

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

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

**Section 5. Co-owner Vote Required.** At the litigation evaluation meeting, the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the affirmative vote of sixty-six and two-thirds percent (66-2/3%), or more, of all Co-owners entitled to vote as of the record date for said vote. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 2 herein above and in this Section 5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

**Section 6. Litigation Special Assessment.** All legal fees incurred in pursuit of any civil action that is subject to this Article VII shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment in the amount of the estimated total cost of the civil action shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%), or more, of all Co-owners entitled to vote as of the record date for said vote. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

**Section 7. Attorney's Written Report.** During the course of any civil action authorized by the Co-owners pursuant to this Article VII, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- (a) The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

**Section 8. Monthly Board Meetings.** The Board of Directors shall meet monthly during the course of any civil action to discuss and review the:

- (a) status of the litigation;

- (b) status of settlement efforts, if any; and
- (c) attorney's written report.

**Section 9. Changes in the Litigation Special Assessment.** If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

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

**Section 11. Constructive Notice of Article.** These Bylaws, from and after their recording in the office of the Oakland County Register of Deeds, shall constitute constructive notice of the requirements and limitations of this Article VII to all Co-owners, mortgagees and other persons who subsequently acquire an interest in any Unit in the Condominium.

## **ARTICLE VIII** **MORTGAGES**

**Section 1. Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association shall report any unpaid assessments due from the Co-owner of such Unit to the holder of any first mortgage covering such Unit and co-owners shall be deemed to specifically authorized said action pursuant to these Bylaws. The Association shall give to the holder of any first mortgage covering any Unit in the Condominium written notification of any other default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

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

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

## **ARTICLE IX** **VOTING**

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

**Section 2. Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented a deed or other evidence of ownership of a Unit in the Condominium to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of members held in accordance with Article X, Section 2, except as specifically provided in Article X, Section 2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article IX below or by a proxy given by such individual representative except as otherwise provided herein or in Article III, Section 4 above. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit it owns.

**Section 3. Designation of Voting Representative.** Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association, sign petitions and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, corporation, limited liability partnership, limited liability company, partnership, association, trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided, but the designation of a non-Co-owner as a designated voting representative shall not entitle that non-Co-owner to serve as an officer or director of the Association, unless otherwise permitted by these Bylaws.

**Section 4. Quorum.** The presence in person or by proxy of thirty-five percent (35%) of the Co-owners entitled to vote as of the record date for said vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically provided herein to require a greater quorum or where voting in person is required by the Bylaws. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the ballot is cast except where prohibited herein.

**Section 5. Voting.** Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy, except as otherwise provided herein in Article III, Section 4, herein above. Proxies and any absentee ballots must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

**Section 6. Majority.** A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those Co-owners entitled to vote as of the record date for said vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority herein above set forth and may require a designated percentage of all Co-owners and may require that votes be cast in person.

## **ARTICLE X** **MEETINGS**

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

**Section 2. First Annual Meeting.** The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty percent (50%) of the Units have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five percent (75%) of all Units or fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner.

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

**Section 4. Special Meetings.** It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held or at the request of the Developer. A Co-owner must be eligible to vote at a meeting of members to validly sign a petition. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

**Section 5. Notice of Meetings.** It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting, except for the Litigation Evaluation Meeting which notice requirements are prescribed in Article VII, Section 2, above. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article IX, Section 3 of these Bylaws shall be deemed notice served. In lieu thereof, said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address, and/or the Co-owner is a resident of the Unit. Electronic transmittal of such notice, such as facsimile, E-mail and the like, may be deemed notice served in the sole discretion of the Board so long as written or electronic confirmation of receipt of the notice is returned to and received by the Association from the designated voting representative. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

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

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



**Section 8. Action Without Meeting.** Any action which may be taken at a meeting of the members of the Association (except for the election or removal of directors) may be taken without a meeting, with or without prior notice, by written consent of the members, except for litigation referenced in Article III and Article VII above. Written consents may be solicited in the same manner as provided in Section 4 above for the giving of notice of meetings of members. Such solicitation may specify the percentage of consents necessary to approve the action, and the time by which consents must be received in order to be counted. The form of written consents shall afford an opportunity to consent (in writing) to each matter and shall provide that, where the member specifies his or her consent, the vote shall be cast in accordance therewith. Approval by written consent shall be constituted by receipt within the time period specified in the solicitation of a number of written consents which equals or exceeds the minimum number of votes which would be required for approval if the action were taken at a meeting at which all members entitled to vote were present and voted.

**Section 9. Consent of Absentees.** The transactions of any meeting of members, either annual or special, except the litigation evaluation meeting discussed in Article VII above and the litigation approval discussed in Article III, Section 4 herein above, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents, or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

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

## **ARTICLE XI** **ADVISORY COMMITTEE**

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

## **ARTICLE XII** **BOARD OF DIRECTORS**

**Section 1. Qualifications of Directors.** The affairs of the Association shall be governed by a Board of Directors, all of whom must be members in good standing of the Association or officers, partners, trustees, employees or agents of non-person members of the Association (i.e., corporations, limited liability companies, partnerships, etc.) except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by the Developer. "Good standing" shall be deemed to

include a member who is current in all financial obligations owing to the Association and who is not in default of any of the provisions of the Condominium Documents. Directors shall serve without compensation.

**Section 2. Election of Directors.**

- (a) **First Board of Directors.** The first Board of Directors shall be comprised of one (1) person and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-Developer Co-owners to the Board. Immediately prior to the appointment of the first non-Developer Co-owner to the Board, the Board shall be increased in size to five (5) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in subsections (b) and (c) below. The directors shall hold office until their successors are elected and hold their first meeting.
- (b) **Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting.** Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units, one (1) of the five (5) directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units, two (2) of the five (5) directors shall be elected by non-Developer Co-owners. When the required number of conveyances has been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director(s) so elected, the Developer immediately shall appoint such director(s) to the Board to serve until the First Annual Meeting of members, unless the director is removed pursuant to Section 7 of this Article, resigns or becomes incapacitated.
- (c) **Election of Directors at and After First Annual Meeting.**
- (i) Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy five percent (75%) of the Units, the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium or as long as ten percent (10%) of the Units remain unsold. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
- (ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i) above. Application of this subsection does not require a change in the size of the Board of Directors.
- (iii) If the calculation of the percentage of members of the Board of Directors that the non-Developer Co-owners have the right to elect under subsection (ii), or if the product of the number of the members of the Board of Directors multiplied by the percentage of Units held by the non-Developer Co-owners under subsection (b) results in a right of non-Developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have

the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one (1) director as provided in subsection (i).

- (iv) Except as provided in Article XII, Section 2(c)(ii), at the First Annual Meeting, three (3) directors shall be elected for a term of two (2) years and two (2) directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.
- (v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Article X, Section 3 hereof.

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

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

- (a) To manage and to administer the affairs of, and to maintain, the Condominium and the Common Elements thereof.
- (b) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and to collect and to allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.
- (f) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights of way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To grant easements, rights of entry, rights of way, and licenses to, through, over, and with respect to Association property and/or the Common Elements of the Condominium on behalf of the members of the Association in furtherance of any of the purposes of the Association and to dedicate to the public any portion of the Common Elements of the Condominium; provided, however, that, subject to the provisions of the Master Deed, any such action shall also be approved by the affirmative vote of more than sixty percent (60%) of all Co-owners entitled to vote as of the record date for said vote, unless such right is specifically reserved to the Developer as provided in Article X of the Master Deed in which event Co-owner approval shall not be required. The aforesaid sixty percent (60%) approval requirement shall not apply to sub-paragraph (h) below.

- (h) To grant such easements, licenses and other rights of entry, use and access, and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, antenna, multi-channel, multi-point distribution service and similar services (collectively, "Telecommunications") to the Condominium or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which would violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium, within the meaning of the Act, except that same shall be paid over to and shall be the property of the Developer during the Development, Construction and Sales Period and, thereafter, the Association.
- (i) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the Association and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of more than fifty percent (50%) of all Co-owners entitled to vote as of the record date for said vote, unless same is a letter of credit and/or appeal bond for litigation, or unless same is for a purchase of personal property with a value of Fifteen Thousand Dollars (\$15,000.00), or less.
- (j) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 11 of these Bylaws and such other applicable provisions and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
- (k) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
- (l) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (m) To enforce the provisions of the Condominium Documents.

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

**Section 6. Vacancies.** Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a

quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under these Bylaws, to designate. Each person so elected shall serve until the next annual meeting of members, at which the Co-owners shall elect a director to serve the balance of the term of such directorship. Vacancies among non-Developer Co-owner-elected directors that occur prior to the Transitional Control Date may be filled only through election by non-Developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

**Section 7. Removal.** Except for directors appointed by the Developer, at any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the directors may be removed with or without cause by the affirmative vote of more than fifty percent (50%) of all Co-owners entitled to vote as of the record date for said vote, and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non-Developer Co-owners to serve before the First Annual Meeting of members may be removed before the First Annual Meeting by the non-Developer Co-owners in the same manner set forth in this Section 7 above for removal of directors generally.

**Section 8. First Meeting.** The first meeting of the newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

**Section 9. Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time-to-time by a majority of the Board of Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least five (5) days prior to the date named for such meeting. In lieu thereof, said notice may also be hand delivered or electronically transmitted, i.e., via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director.

**Section 10. Special Meetings.** Special meetings of the Board of Directors may be called by the President upon three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. In lieu thereof, said notice may also be hand delivered or electronically transmitted, i.e. via facsimile, E-mail or the like, so long as written or electronic confirmation of receipt of the notice is returned by the director. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

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

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

**Section 13. Closing of Board of Directors' Meetings to Members; Privileged Minutes.** The Board of Directors, in its discretion, may close a portion or all of any meeting of the Board of Directors to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board of Directors. Any member of the Association shall have the right to inspect, and make copies of, the minutes of the meetings of the Board of Directors; provided, that no member of the Association shall be entitled to review or copy any minutes of meetings of the Board of Directors to the extent that said minutes reference privileged communications between the Board of Directors and counsel for the Association, or any other matter to which a privilege against disclosure pertains under Michigan Statute, the common law, the Michigan Rules of Evidence or the Michigan Court Rules.

**Section 14. Action by Written Consent.** Any action which may be taken by the Board of Directors at a meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

**Section 15. Actions of First Board of Directors Binding.** All of the actions (including, without limitation, the adoption of these Bylaws and any rules and regulations, policies or resolutions for the Association, and any undertakings or contracts entered into with others on behalf of the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

**Section 16. Fidelity Bonds.** The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

## **ARTICLE XIII** **OFFICERS**

**Section 1. Officers.** The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice-President, Secretary and a Treasurer. Both the President and the Vice-President must be members of the Association; other officers may, but need not be, members of the Association. Any such members serving as officers shall be in good standing of the Association. The directors may appoint an Assistant Treasurer and an Assistant Secretary and such other officers as in their judgment may be necessary. Any two (2) offices except that of President and Vice-President may be held by one (1) person. Officers shall be compensated only upon the affirmative vote of more than sixty percent (60%) of all Co-owners entitled to vote as of the record date of said vote.

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

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

**Section 4. President.** The President shall be the chief executive officer of the Association. The President shall preside and may vote at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of

the Association from time-to-time as the President may in the President's discretion deem appropriate to assist in the conduct of the affairs of the Association.

**Section 5. Vice-President.** The Vice-President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If neither the President nor the Vice-President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice-President shall also perform such other duties as shall from time-to-time be imposed upon the Vice President by the Board of Directors.

**Section 6. Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; the Secretary shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; the Secretary shall, in general, perform all duties incident to the office of the Secretary.

**Section 7. Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as the Board of Directors may, from time-to-time, designate.

**Section 8. Duties.** The officers shall have such other duties, powers and responsibilities as from time-to-time are authorized by the Board of Directors.

## **ARTICLE XIV SEAL**

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

## **ARTICLE XV FINANCE**

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

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

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

## **ARTICLE XVI**

### **INDEMNIFICATION OF OFFICERS AND DIRECTORS;**

### **DIRECTORS' AND OFFICERS' INSURANCE**

**Section 1. Indemnification of Directors and Officers.** Every director and every officer of the Association (including the First Board of Directors and any other director and/or officer of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement incurred by or imposed upon him in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, including actions by or in the right of the Association, to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred, except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof.

**Section 2. Directors' and Officers' Insurance.** The Association shall provide liability insurance for every director and every officer of the Association for the same purposes provided above in Section 1 and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

## **ARTICLE XVII**

### **AMENDMENTS**

**Section 1. Proposal.** Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more of the Co-owners entitled to vote as of the record date for said vote by instrument in writing signed by them.

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



**Section 3. Voting.** These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds percent (66-2/3%) of all Co-owners entitled to vote as of the record date for such vote. During the Development, Construction and Sales Period, these Bylaws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. Notwithstanding anything to the contrary, no amendment may be made to Article III, Section 4, and Article VII of these Bylaws at any time without the written consent of the Developer.

**Section 4. Mortgagee Approval.** Notwithstanding any other provision of the Condominium Documents to the contrary, mortgagees are entitled to vote on amendments to the Condominium Documents only when and as required by the Act, as amended. Moreover, insofar as permitted by the Act, these Bylaws shall be construed to reserve to the Developer during the Development, Construction and Sales Period, and to the Co-owners thereafter, the right to amend these Bylaws without the consent of mortgagees if the amendment does not materially alter or change the rights of mortgagees generally, or as may be otherwise described in the Act, notwithstanding that the subject matter of the amendment is one which in the absence of this sentence would require that mortgagees be afforded the opportunity to vote on the amendment. If, notwithstanding the preceding sentences, mortgagee approval of a proposed amendment to these Bylaws is required by the Act, the amendment shall require the approval of sixty-six and two-thirds percent (66-2/3%) of the mortgagees of Units entitled to vote thereon. Mortgagees are not required to appear at any meeting of Co-owners but their approval shall be solicited through written ballots in accordance with the procedures provided in the Act.

**Section 5. By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association and/or any other agency of the Federal government or the State of Michigan and to comply with amendments to the "Act".

**Section 6. When Effective.** Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

**Section 7. Binding.** A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Condominium irrespective of whether such persons actually receive a copy of the amendment.

## **ARTICLE XVIII** **COMPLIANCE**

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

## **ARTICLE XIX DEFINITIONS**

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

## **ARTICLE XX REMEDIES FOR DEFAULT**

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

- (a) **Legal Action.** Failure to comply with any of the terms and provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners. ✓
- (b) **Recovery of Costs.** In the event of a default of the Condominium Documents by a Co-owner, nonCo-owner resident, lessee, tenant and guest, the Association shall be entitled to recover from the Co-owner, nonCo-owner resident, lessee, tenant and guest, the pre-litigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. In any proceeding arising because of an alleged default by any Co-owner, nonCo-owner, lessee, tenant and guest, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's 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's fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.
- (c) **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, shall also give the Association, or its duly authorized agents, the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; provided, however, that judicial proceedings shall be instituted before items of construction are altered or demolished pursuant to this subsection. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.
- (d) **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, or his tenant or nonCo-owner occupant of his Unit, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation against said Co-owner. No fine may be assessed unless the rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article VI, Section 11 of ~~these Bylaws.~~ ~~Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation.~~ Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such
- is this in fact residents receive?*

amount as it, in its discretion, deems appropriate, and/or as is set forth in the rules and regulations establishing the fine procedure. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws.

**Section 2. Non-waiver of Right.** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

**Section 3. Cumulative Rights, Remedies, and Privileges.** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

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

**Section 5. Article Not Applicable to Default by Developer.** The term "Co-owner", when used in this Article XX with respect to the remedies of the Association and other Co-owners with respect to a Co-owner default, including, without limitation, any default under Article II herein above, shall be construed so as to exclude the Developer, and no such remedy shall be available to the Association or any Co-owner with respect to any claim that the Developer is in default in the performance of any obligation of the Developer the performance of which is due during the Development, Construction and Sales Period.

## **ARTICLE XXI**

### **RIGHTS RESERVED TO DEVELOPER**

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Development, Construction and Sales Period. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property or contract rights granted or reserved to or for the benefit of the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, litigation rights, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby.

**ARTICLE XXII**  
**SEVERABILITY**

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

