# COUNTRY CLUB VILLAGE

OF

# NORTHVILLE - II

MASTER DEED

&

**BY-LAWS** 

COUNTRY CLUB VILLAGE OF NORTHVILLE - II CONDOMINIUM

Northville, Michigan

Dear Purchaser:

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

Sincerely,

PULTE HOMES OF MICHIGAN CORPORATION

# COUNTRY CLUB VILLAGE OF NORTHVILLE - II CONDOMINIUM INFORMATION STATEMENT

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

# Section 84a of the Act provides in part:

- (1) The developer shall provide copies of all the following documents to a prospective purchaser of a condominium unit, other than a business condominium unit:
  - (a) The recorded master deed.
  - (b) A copy of a purchase agreement that conforms with section 84a [of the Act], and that is in a form which the purchaser may sign the agreement, together with a copy of the escrow agreement.
  - (c) A condominium buyer's handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in section 145 [of the Act].
  - (d) A disclosure statement relating to the project containing all of the following:
    - (i) An explanation of the association of co-owners' possible liability pursuant to section 58 [of the Act].
    - (ii) The names, addresses, and previous experience with condominium projects of each developer and any management agency, real estate broker, residential builder, and residential maintenance and alteration contractor.
    - (iii) A projected budget for the first year of operation of the association of co-owners.
      - (iv) An explanation of the escrow arrangement.
    - (v) Any express warranties undertaken by the developer, together with a statement that express warranties are not provided unless specifically stated.

- (vi) If the condominium project is an expandable condominium project, an explanation of the contents of the master deed relating to the election to expand the project prescribed in section 32 [of the Act], and an explanation of the material consequences of expanding the project.
- (vii) If the condominium project is a contractable condominium project, an explanation of the contents of the master deed relating to the election to the contract the project prescribed in section 33[of the Act], an explanation of the material consequences of the contracting project, and a statement that any structures or improvements proposed to be located in a contractible area need not be built.
- (viii) If section 66 (2) (j) [of the Act] is applicable, an identification of all structures and improvements labeled pursuant to section 66 [of the Act] "need not be built".
- (ix) If section 66 (2) (j) [of the Act] is applicable, the extent to which financial agreements have been provided for completion of all structures and improvements labeled pursuant to section 66 [of the Act] "must be built".
- (x) Other material information about the condominium project and the developer that the administrator requires by rule.
- (e) If a project is a conversion condominium, the developer shall disclose the following additional information:
  - (i) A statement, if known, of the condition of the main components of the building, including the roofs; foundations; external and supporting walls; heating, cooling, mechanical ventilating, electrical, and plumbing systems; and structural components of the building listed in this subparagraph is unknown, the developer shall fully disclose the fact.
  - (ii) A list of any outstanding building code or other municipal regulation violations and the dates the premises were last inspected for compliance with building and housing codes.
  - ( iii ) The year or years of completion of construction of the building or buildings in the project.
- (2) A purchase agreement may be amended by agreement of the purchaser and developer before or after the agreement is signed. An amendment to the purchase agreement does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) [of the Act]. An amendment to the condominium documents effected in the manner provided in the documents or provided by law does not afford the purchaser any right or time to withdraw in addition to that provided in section 84(2) [of the Act].

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

. .

- (5) With regard to any documents required under this section, a developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.
- (6) The developer promptly shall amend a document required under this section to reflect any material change or to correct any omission in the document.
- (7) In addition to other liabilities and penalties, a developer who violates this section is subject to section 115 [of the Act, which section imposes penalties upon a developer or any other person who fails to comply with the Condominium Act or any rule, agreement or master deed and may make a developer liable to a purchaser of a unit for damages].

	PURCHASERS:
Dated:	

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# COUNTRY CLUB VILLAGE OF NORTHVILLE - II NOTICE TO PURCHASERS

Re: Private Roads

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

#### NOTICE TO PURCHASERS AND MORTGAGEES

Re: Amendments to Master Deed

This is to notify you that the original Master Deed establishing Country Club Village of Northville - II permits Developer to amend the Master Deed in connection with the expansion of the Condominium and the conversion of certain areas in the Condominium into units and or common elements. Such amendments may be made by the Developer in the manner provided in the Master Deed without the consent of co-owners or mortgagees.

DEVELOPER

PULTE HOMES OF MICHIGAN

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#### DISCLOSURE STATEMENT

# COUNTRY CLUB VILLAGE OF NORTHVILLE - II Northville Township, Michigan

# Developed By

PULTE HOMES OF MICHIGAN CORPORATION 315 South Woodward, Suite 110 Royal Oak, Michigan 48067

Effective Date: June 20, 1993

PERSONS ACQUIRING INTERESTS IN THE CONDOMINIUM SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISORS.

THIS DISCLOSURE STATEMENT SUPERCEDES ALL PRIOR DISCLOSURE STATEMENTS FOR COUNTRY CLUB VILLAGE OF NORTHVILLE - II

# COUNTRY CLUB VILLAGE OF NORTHVILLE - II

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#### I. Size and Scope of Development.

Country Club Village of Northville - II is a 340-unit condominium in the Township of Northville, Wayne County, Michigan. A more detailed description of the development will be found in the condominium plan which is attached to the master deed.

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

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

The Condominium Act requires that proposed structures and improvements be labeled in the condominium subdivision plan as either "must be built" or "need not be built." The Country Club Village of Northville - II plan identifies units 1 through 4, 9 through 44, 190, and 227 through 229 as "must be built," and units 5 through 8, 45 through 189, 191 through 226, and 230 through 340 as "need not be built." With the exception of the escrow arrangement described hereafter and in the escrow agreement, developer has not provided any financing arrangement in which unit purchasers have an interest to provide for the completion of "must be built" items.

# III. Possible Expansion of Condominium.

Developer has reserved the right, but not the obligation, to expand the condominium one or more times to include additional units, land and other common elements. The land which may be added to the condominium is described in the master deed as the "Additional Land." The master deed limits the maximum size of the condominium to 1,000 units, but the number of units actually added to the condominium may not exceed the number permitted by local ordinances. The building plans for any expansion must meet the requirements of local ordinances. Areas which may be added to the condominium may include separate condominium developments established on the Additional Land by developer or others. Developer has reserved the right to amend the condominium documents to accomplish one or more such expansions which amendments will include replatting of the condominium subdivision plan, revision of percentages of value and such other changes in the condominium documents as are deemed by developer to be necessary. Such amendments may be made by developer without the consent of the co-owners or mortgagees. This disclosure statement and the master deed give notice to co-owners and mortgagees of such amendments, and developer may make such amendments without giving further notice.

#### IV. Golf Course Operations.

Developer anticipates that a golf course will be operated on land contiguous to or nearby the condominium. Developer has reserved the right to include in the condominium common areas or facilities related to the operation of a golf course and reserved easements for the use of such common areas or facilities. Developer may also include in the condominium facilities subject to a lessee's interest on the part of Developer or others. The provisions in the condominium documents relating to a golf course impose no obligations on Developer in connection with such golf course.

#### V. <u>Escrow Arrangement</u>.

Developer has entered into an escrow agreement with First Metropolitan Title Company which provides that all deposits made under purchase agreements be placed in escrow. The escrow agreement

provides for the release of an escrow deposit to any purchaser who withdraws from a purchase agreement in accordance with the purchase agreement. Such a withdrawal is permitted by each purchase agreement if it takes place within nine business days after the purchaser has received all of the condominium documents, or if the purchase agreement is conditional upon obtaining a mortgage and purchaser is unable to do so, or if the condominium documents are changed in a way that materially reduces a purchaser's rights. The escrow agreement also provides that a deposit will be released to the Developer if the purchaser defaults in any obligation under the purchase agreement after the purchase agreement has become binding upon the purchaser. The escrow agreement also provides that deposits will be released to the Developer when the closing of the sale takes place, subject to certain provisions of the escrow agreement relating to items designated as "must be built." Each person purchasing a unit will receive a copy of the escrow agreement.

#### VI. Warranty.

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

LIMITED ONE (1) YEAR WARRANTY. Developer warrants the construction of purchaser's unit and the general and limited common elements appurtenant to purchaser's unit against defects in workmanship and materials for a period of one (1) year from the date of occupancy or closing, whichever first occurs, but only in accordance with, and as limited by, developer's Limited Home Warranty which developer shall deliver to purchaser at closing. Notwithstanding the foregoing, the one (1) year warranty period on each common element, limited or general, shall begin on the date the specific common element was built, or the date of the closing of the first unit sold in the condominium, whichever date is later. DEVELOPER'S OBLIGATIONS UNDER THE LIMITED HOME WARRANTY ARE LIMITED TO REPAIR AND REPLACEMENT. As to items not of developer's manufacture, such as any air conditioner, water heater, refrigerator, range, dishwasher and other appliances, equipment or "consumer products", as defined by the Federal Trade Commission, developer agrees to pass along to purchaser the Developer makes no warranty on such items. manufacturer's warranty, without recourse. DEVELOPER'S LIMITED HOME WARRANTY IS THE ONLY WARRANTY APPLICABLE TO EACH PURCHASE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.

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

#### VII. Management and Budget.

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

The association's only source of revenue to fund its budget is by the assessment of its members. Each co-owner must pay to the association an annual assessment which is determined in part by dividing the projected budget by the member's percentage of value which is stated in the master deed. The annual assessment must be paid to the association by each co-owner in 12 equal monthly assessments. In the event the association incurs expenses which are not anticipated in the budget, the association may also levy special assessments to cover such expenses. Any special assessments would be allocated to the co-owners in accordance with the percentages of value stated in the master deed. The developer does not pay association assessments for the units it owns until they are occupied but does reimburse the association for any expenses it may incur for such units. The attached association budget is based upon developer's estimates of the expenses which will be incurred by the association. Actual expenses may vary substantially from these estimates. Developer does not represent or warrant that the budget accurately reflects the assessments which will be charged by the association. Furthermore, if a swimming pool or clubhouse is made available to the co-owners in the future, the budget will be increased to provide for the maintenance and operation of such facilities.

# VIII. Restrictions Applicable to the Condominium.

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

# IX. Experience of Certain Companies.

Developer is the licensed builder and licensed real estate broker for the condominium. Developer previously developed and sold units in the following condominium projects in Lake Orion, Michigan: Lake Village Condominium and Keatington Condominium.

Developer has retained In Rhodes Management Company, 420 Taylor, Rochester, Michigan, to manage the condominium association. The management company has managed numerous other residential developments in Michigan including, for example, the following developments: Aspen Wood Condominium in Warren, Michigan, Village Square Condominium in Rochester, Michigan and Wood Grove Condominium in Rochester Hills, Michigan.

#### X. <u>Insurance</u>.

The completed units in the condominium development will be insured against fire and other casualty under a master insurance policy which names the condominium association as the insured. In the event of any casualty affecting the condominium buildings, the insurance proceeds would be paid to and administered by the condominium association in accordance with the provisions of the condominium bylaws. The insurance coverage carried by the condominium association will not cover the interior of any individual unit, improvements installed by purchasers or any personal property of any co-owner. Each unit owner should acquire insurance on the interior of the owner's unit and on the owner's personal property.

#### XI. Possible Liability for Additional Assessments.

It is possible for co-owners to become obligated to pay a percentage share of assessment delinquencies incurred by other co-owners. This can happen if a delinquent co-owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is reallocated to all the co-owners, including the first mortgagee, in accordance with the percentages of value in the master deed. The Michigan Condominium Act (section 58) provides: "If the mortgagee of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the [Association] chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns."

# XII. Special Assessment for Sanitary Sewer and Water Collector Systems.

Each unit in the condominium is subject to Northville Township special assessments for the construction of sanitary sewer collector and water systems benefiting the condominium property. The special assessments will be payable annually by each unit co-owner on December 1st of each year for 15 years. The amount of the annual payments of the special assessments has not yet been established by the Township of Northville, but Developer estimates the amount payable annually will be roughly \$180.00 per unit, or approximately \$15.00 per month per unit. The actual amount of the annual special assessment installment may be higher or lower than Developer's estimate, but in any event will be the responsibility of each unit co-owner.

## XIII. Disclosure Statement and Condominium Documents.

This disclosure statement paraphrases various provisions of the purchase agreement, escrow agreement, master deed, and other documents required by law. It is not a complete statement of all the provisions of those documents which may be important to purchasers. In an attempt to be more readable, this disclosure statement omits most legal phrases, definitions and detailed provisions of the other documents. It is not a substitute for the legal documents which it draws information from, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this disclosure statement.

Developer disclaims liability to any purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by developer in good faith, or were immaterial in nature, or were not relied upon by the purchaser, or did not result in any damages to the purchaser. Developer is required to give each purchaser a copy of The Condominium Buyers Handbook. This handbook was prepared by the Michigan Department of Commerce, and developer accepts no responsibility for its contents.

In preparing this disclosure statement and the other condominium documents, developer's counsel has not undertaken professional responsibility to the condominium association or to any co-owners or

mortgagees for the completeness, accuracy, or validity of the condominium documents. PERSONS ACQUIRING INTERESTS IN THE CONDOMINIUM SHOULD CONSULT THEIR OWN PROFESSIONAL ADVISORS.

# XIV. No Recreational Facilities.

The condominium does not include any recreational facilities. Developer has reserved the right to add such facilities to the condominium, or make such facilities available for use by the co-owners, but developer is not obligated to do so. If recreational facilities are shared by co-owners and by others, the association will be obligated to pay a pro rata share of the expenses related to the operation and maintenance of such facilities.

#### XV. Private Roads.

The drives in the condominium are privately owned as general common elements and, therefore, may not be maintained by any governmental agency.

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COUNTRY CLUB VILLAGE OF NORTHVILLE - IF TO WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 252

This Consolidating Master Deed is made and executed this 28th day of May, 1997, by Pulte Homes of Michigan Corporation, a Michigan corporation (hereinafter referred to as "Developer"), whose address is 315 S. Woodward Avenue, Suite 110, Royal Oak, Michigan 48067.

#### WITNESSETH:

Whereas, Developer made and recorded a condominium Master Deed establishing Country Club Village of Northville-II (the "Condominium") as Wayne County Condominium Subdivision Plan No. 253, situated in the Township of Northville, which Master Deed was recorded on November 30, 1988 in Liber 23986, pages 883 through 947, Wayne County Records, as amended by First Amendment of Master Deed and Replat No. 1 recorded in Liber 24150, pages 917 through 951, Second Amendment of Master Deed and Replat No. 2 recorded in Liber 24303, pages 001 through 036, Third Amendment of Master Deed and Replat No. 3 recorded in Liber 24484, pages 067 through 096, Fourth Amendment of Master Deed and Replat No. 4 recorded in Liber 24655, pages 362 through 394, Fifth Amendment of Master Deed and Replat No. 5 recorded in Liber 24852, pages 891 through 924, Sixth Amendment of Master Deed and Replat No. 6 recorded in Liber 25297, pages 038 through 072, Seventh Amendment of Master Deed and Replat No. 7 recorded in Liber 25482, Pages 235 through 262, Eighth Amendment of Master Deed and Replat No. 8 recorded in Liber 25968, pages 055 through 094, Ninth Amendment of Master Deed and Replat No. 9 recorded in Liber 26447, pages 595 through 632, and Tenth Amendment of Master Deed and Replat No. 10 recorded in Liber 26918, Pages 007 through 047, and Eleventh Amendment of Master Deed and Replat No. 11 recorded in Liber 28035, Pages 606 through 633, and Twelfth Amendment of Master Deed and Replat No. 12 recorded in Liber 29611 Pages 57 through 152, all of Wayne County Records.

WHEREAS, Developer is recording this Consolidating Master Deed, together with the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated by reference and made a part hereof), to consolidate all prior amendments to the Master Deed into a single document as required under the provisions of the Condominium Act of Michigan, to show the Condominium improvements as built on the Condominium Plan and the Condominium completed.

NOW, THEREFORE, upon the recording hereof, Developer consolidates all prior amendments of the Master Deed into this Consolidating Master Deed and establishes Country Club Village of Northville II as a Condominium under the Condominium Act and declares that the Condominium shall be held, conveyed, mortgaged, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of said Act, and to the covenants, conditions, restrictions, uses, limitations, and affirmative obligations set forth in this Consolidating Master Deed and the Exhibits hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the said real property, their grantees, successors, heirs, executors, administrators and assigns.

## ARTICLE I

#### TITLE AND NATURE

The Condominium shall be known as Country Club Village of Northville - II Condominium, Wayne County Condominium Subdivision Plan No. 253. The architectural plans and specifications for the Condominium were filed with the Township of Northville. The buildings, Units and other improvements contained in the Condominium, including the number, boundaries, dimensions and volume of each Unit therein, are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains one or more individual Units for residential purposes only. Each Unit is capable of individual use, having its own entrance from and exit to a Common Element of the Condominium. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Country Club Village of Northville-II Condominium Association as set forth herein and in the Condominium Bylaws, Corporate Bylaws and Articles of Incorporation of such Association.

#### ARTICLE II

#### LEGAL DESCRIPTIONS

The land which comprises the Condominium established by this Master Deed is a parcel of land in the Township of Northville, Wayne County, Michigan described as follows:

Part of the N. 1/2 of Section 13, T.1S., R. 8E., Northville Township, Wayne County, Michigan being more particularly described as: Commencing at the N. 1/4 corner of said Section 13, thence N. 87° 38' 07" W., 1316.67 feet

along the North line of said Section 13, and the centerline of Six Mile Road (120 feet wide thence S. 00° 01' 47" E., 60.05 feet to a point on the South right-ofway line of said Six Mile Road, said point being the point of beginning; thence along said south right-of-way line of Six Mile Road, S. 87° 38' 07" E., 358.12 feet; thence S. 00° 05' 12" W., 251.16 feet; thence S. 87° 31' 45" E., 139.98 feet; thence S. 00° 17' 50" E., 232.83 feet; thence S. 87° 30' 16" E., 158.89 feet; thence S. 00° 00' 54" E., 510.22 feet along the West line of "Wolfbrook Estates" (Liber 69, Page 19, Wayne County Records); thence along the South line of said "Wolfbrook Estates", S. 85° 30' 22" E., 1636.42 feet along the South line of "Willis Subdivision" (Liber 41, Page 87 Wayne County Records); thence S. 85° 30' 22" E., 1327.04 feet; thence S. 04° 29' 38" W., 34.44 feet; thence S. 21° 29' 13" W., 116.87 feet; thence S. 08° 25' 13" W. 84.46 feet; thence S. 17° 06' 47 W., 50.74; thence S. 17° 19' 18" W., 55.07 feet; thence S. 17° 30' 30" E., 34.76 feet; thence S. 22° 03' 45" W., 36.76 feet; thence N. 71° 30' 39" W., 36.98 feet; thence 55.98 feet along the arc of a curve to the right (radius 250.00 feet, central angel 12° 49' 44", chord bears N. 68° 28' 34" W., 55.86 feet); thence S. 27° 56' 18"W., 27.00 feet; thence S. 58° 02' 10" W., 139.43 feet; thence N. 82° 59' 46" W., 19.41 feet; thence N. 77° 02' 49" W., 27.96 feet; thence N. 68° 23' 18" W., 14.14 feet; thence N. 57° 30' 08" W., 10.44 feet; thence N. 53° 02' 45" W., 24.44 feet; thence N. 42° 40' 47" W., 42.76 feet; thence N. 39° 59' 50" W., 25.88 feet; thence N. 30° 56' 55" W., 32.45 feet; thence N. 23° 59' 01" W., 21.51 feet; thence N. 70° 01' 51" W., 17.04 feet; thence S. 70° 39' 57" W., 12.60 feet; thence S. 31° 55' 50" W., 12.52 feet; thence N. 66° 37' 58" W., 59.98 feet; thence N. 84° 32' 32" W., 144.66 feet; thence N. 04° 33' 19" W., 60.42 feet; thence S. 82° 42' 51" W., 108.94 feet; thence S. 31° 53' 07" W., 45.84 feet; thence S. 64° 01' 22" W., 145.19 feet; thence S. 76° 33' 15" W., 56.64 feet; thence N. 85° 26' 40" W., 135.96 feet; thence N. 53° 09' 03" W., 100.93 feet; thence S, 89° 00' 22" W., 112.39 feet; thence N. 82° 43' 06" W., 34.93 feet; thence S. 67° 13' 25" W., 93.75 feet; thence N. 84° 31' 31" W., 44.88 feet; thence S. 05° 28' 29" W., 22.84 feet; thence S. 06° 36' 49" W., 27.91 feet; thence N. 66° 30' 42" W., 46.93 feet; thence S. 73° 23' 43" W., 14.55 feet; thence N. 73° 17' 24" W., 96.82 feet; thence N. 05° 28' 29" E., 51.01 feet; thence N. 49° 32' 51" W., 154.54 feet; thence S. 64° 37' 13" W., 14.78 feet; thence S. 04° 02' 20" W., 52.13 feet; thence S. 41° 28' 20" W., 45.13 feet; thence N. 76° 58' 47" W., 73.25 feet; thence N. 83° 04' 25" W., 28.72 feet; thence S. 08° 37' 53" E., 24.45 feet; thence S. 88° 44' 11" W., 26.91 feet; thence N. 08° 59' 56" W., 19.98 feet; thence S. 80° 17' 28" W., 22.82 feet; thence N. 74° 16' 10" W., 47.80 feet; thence S. 80° 25' 15" W., 31.58 feet; thence N. 35° 09' 54" W., 60.73 feet; thence N. 82° 42' 10" W., 36.31 feet; thence N. 86° 18' 58" W., 305.48 feet; thence N. 82° 19' 26" W., 302 feet; thence S. 52° 43' 56" W., 206.16 feet; thence S. 64° 43' 59" W., 81.89 feet; thence S. 70° 23' 13" W., 195.72 feet; thence S. 65° 41' 07" W., 89.90 feet; thence S. 07° 01' 35" E., 74.50 feet; thence N. 80° 55' 27" E., 57.40 feet; thence S. 14° 12' 45" E., 23.84 feet; thence S. 43° 36' 31" E., 17.62 feet; thence S. 19° 39' 45" E., 42.88 feet; thence S. 02° 58' 34" E., 58.82 feet; thence N. 76° 56' 01" E., 12.25 feet; thence N. 12° 17' 16" W., 20.64 feet; thence N. 04° 15' 30" W., 41.82 feet; thence N. 20° 57' 51" W., 38.10 feet; thence N. 06° 28' 17" W., 29.94 feet; thence N. 73° 59' 26" E., 29.28 feet; thence N. 72° 34' 20" E., 266.01 feet; thence N. 68° 42' 11" E., 208.65 feet; thence N. 68° 12' 11" E., 42.69 feet; thence S. 84° 58' 03" E., 24.36 feet; thence S. 71° 18' 09" E., 94.17 feet; thence S. 76° 30' 39" E., 80.46 feet; thence N. 69° 09' 24" E., 39.72 feet; thence N. 66° 24' 12" E., 39.78 feet; thence N. 84° 26' 35" E., 13.06 feet; thence S. 70° 10' 41" E., 165.44 feet; thence S 56° 08' 09" E., 22.17 feet; thence S. 82° 51' 39" E., 64.07 feet; thence N. 62° 52' 54" E., 21.44 feet; thence N. 37° 24' 24" E., 52.43 feet; thence N. 06° 40' 01" E., 74.42 feet; thence N. 79° 37' 57" E., 31.04 feet; thence S 73° 57' 40" E., 51.55 feet; thence N. 80° 39' 09" E., 22.00 feet; thence S. 08° 59' 56" E., 9.05 feet; thence N. 88° 44' 11" E., 26.91 feet; thence N. 09° 37' 53" W., 14.45 feet; thence S. 86° 21' 43" E., 18.11 feet; thence S. 76° 43' 12" E., 99.67 feet; thence S. 56° 18' 54" E., 47.82 feet; thence S. 26° 47' 32" E., 162.76 feet; thence S. 17° 26' 57" E., 99.79 feet; thence S. 69° 42' 12" E., 155.65 feet thence S. 21° 47' 35" E. 74.67 feet; thence S. 36° 00' 00" W., 108.05 feet; thence 71.34 feet along an arc of a curve to the right (radius 147.00, central angle 27° 48' 19", chord bears S. 24° 31' 11" E., 70.64 feet); thence S. 10° 37' 02" E., 12.24 feet; thence N. 71° 00' 00" E., 96.73 feet; thence S. 19° 00' 09" E., 90.65 feet; thence S. 10° 40' 40" E., 149.99 feet; thence S. 53° 27' 27" W., 61.14 feet; thence N. 63° 48' 28" W., 36.15 feet; thence N. 69° 26' 10" W., 22.72 feet; thence S. 74° 18' 24" W., 27.94 feet; thence N. 68° 36' 58" W., 29.89 feet; thence N. 44° 34' 24" W., 51.36 feet; thence N. 55° 00' 28" W., 74.84 feet; thence N. 13° 08' 53" W., 84.92 feet; thence N. 42° 19' 02" W., 28.60 feet; thence N. 30° 52' 54" W., 13.04 feet; thence N. 51° 21' 44" W., 43.96 feet; thence N. 56° 38' 14" W., 25.26 feet; thence N. 73° 16' 08" W., 9.48 feet; thence N. 80° 26' 29" W., 14.68 feet; thence S. 77° 29' 57" W., 14.95 feet; thence S. 83° 24' 08" W., 14.49 feet; thence N. 88° 11' 23" W., 14.75 feet; thence N. 51° 45' 10" W., 14.16 feet; thence N. 70° 06' 43" W., 9.17 feet; thence S. 86° 33' 14" W., 12.44 feet; thence S. 65° 22' 54" W., thence 12.89 feet; thence N. 62° 54' 34" W., 48.85 feet; thence N. 43° 56' 14" E., 15.21 feet; thence N. 15° 30' 55" E., 8.11 feet; thence N. 19° 41' 18" W., 12.69 feet; thence N. 45° 57' 51" W., 12.69 feet; thence N. 74° 52' 06" W., 15.66 feet; thence S. 76° 52' 02" W., 11.40 feet; thence S. 68° 27' 51" W., 26.21 feet; thence S. 49° 11' 51" W., 28.08 feet; thence N. 67° 36' 18" W., 5.65 feet; thence N. 27° 52' 57" W., 19.14 feet; thence N. 31° 57' 40" W., 9.87 feet; thence N. 69° 47' 21" W., 16.44 feet; thence N. 79° 32' 28" W., 20.52 feet; thence S. 88° 51' 09" W., 21.52 feet; thence N. 77° 01' 02" W., 36.77 feet; thence N. 65° 48' 26" W., 42.72 feet; thence N. 71° 47' 41" W., 20.90 feet; thence N. 51° 42' 05" W., 36.21 feet; thence N. 70° 11' 37" W., 29.09 feet; thence N. 54° 33' 10" W., 26.69 feet; thence N. 67° 56' 22" W., 17.49 feet; thence N. 79° 49' 49" W., 114.17 feet; thence N. 75° 34' 55" W., 42.41 feet; thence N. 80° 24' 16" W., 28.73 feet; thence S. 78° 26' 28" W.,

156.47 feet; thence N. 78° 18' 39" W., 40.92 feet; thence S. 78° 36' 27" W., 78.88 feet; thence S. 88° 00' 01" W., 100.10 feet; thence S. 75° 07' 36" W., 132.66 feet; thence S. 62° 06' 36" W., 86.83 feet; thence S. 02° 32' 57" E., 55.31 feet; thence N. 88° 28' 42" W., 36.49 feet; thence N. 70° 41' 11" W., 44.52 feet; thence N. 79° 46' 56" W., 46.16 feet; thence N. 63° 35' 45" W., 16.72 feet; thence N. 38° 37' 25" W., 14.39 feet; thence N. 10° 57' 00" W., 71.08 feet; thence N. 07° 30' 25" E., 16.77 feet; thence N. 25° 08' 37" E., 25.27'; thence N. 07° 09' 02" E., 7.25 feet; thence S. 78° 34' 17" W., 13.91 feet; thence S. 14° 18' 18" W., 26.52 feet; thence S. 04° 59' 54" W., 25.58 feet; thence S. 11° 01' 23" E., 67.63 feet; thence S. 43° 20' 30" E., 18.35 feet; thence S. 59° 52' 59" E., 20.61 feet; thence S. 79° 47' 25" E., 47.20 feet; thence S. 70° 00' 57" E., 42.47 feet; thence S. 88° 24' 13" E., 41.31 feet; thence S. 34° 23' 19" E., 80.97 feet; thence S. 20° 12' 19" W., 142.92 feet; thence S. 69° 47' 41" E., 46.32 feet; thence S. 02° 12' 12" W., 191.85 feet; thence S. 00° 12' 19" W., 255.83 feet to a point on the East-West 1/4 line of Section 13 and the North line of "Northville Colony Estates No 4." (Liber 101, Pages 49 and 50, Wayne County Records); thence along the East-West 1/4 line of Section 13 and said North line of "Northville Colony Estates No. 4", N. 87° 15' 13" W., 656.14 feet, to the Southeast corner of "Northville Colony Estates No. 3" (Liber 98, Pages 17-19, Wayne County Records); thence N. 00° 01' 47" W., 728.62 feet along the East line of said "Northville Colony Estates No. 3" to the South line of "Country Club Village of Northville - 1" Wayne County Condominium Subdivision Plan No. 252; thence along said South line N. 89° 58' 13" E., 135.46 feet to a point on the West line of Country Knoll Drive, a private drive (27 feet wide), said point also being the East line of said "Country Club Village of Northville - 1"; thence along said West line of Country Knoll Drive, Northwesterly 65.28 feet along the arc of a curve to the right (radius 477.00 feet, central angle 07° 50' 27", chord bears N. 03° 57' 01" W., 65.23 feet; thence N. 00° 01' 47" W., 118.35 feet; thence Northeasterly 61.59 feet, along the arc of a curve to the right (radius 320.00 feet, central angle 11° 01' 37", chord bears N. 05° 29' 01" E., 61.49 feet; thence Northeasterly 83.53 feet along the arc of a curve to the left, (radius 245.00 feet, central angle 19° 32' 03", chord bears N. 01° 13' 48" E., 83.13 feet); thence Northwesterly 133.51 feet along the arc of a curve to the right (radius 457.00 feet, central angle 16° 44' 20", chord bears N. 00° 10' 04" W., 133.04 feet; thence Northwesterly 132.98 feet along the arc of a curve to the left (radius 423.00 feet, central angle 18° 00' 43", chord bears N. 00° 48' 16" W., 132.43 feet); thence Northwesterly 66.06 feet along the arc of a curve to the right (radius 387.00 feet, central angle 09° 46' 50", chord bears N. 04° 55' 12" W., 65.98 feet); thence N. 00° 01' 47" W., 157.08 feet; thence Northeasterly 55.32 feet along the arch of a curve to the right (radius 427.00 feet, central angle 07° 25' 25", chord bears N. 03° 40' 55" E., 55.29 feet); thence N. 07° 23' 38" E., 66.33 feet; thence Northwesterly 79.64 feet along a curve to the left (radius 293.00 feet, central angle 15° 34' 27", chord bears N. 00° 23' 36" W., 79.40 feet); thence N. 08° 10' 50" W., 61.47 feet; thence Northwesterly 41.25 feet along a curve to the right (radius 290.00 feet, central angle 08° 09' 02", chord bears N. 04° 06' 18" W., 41.22 feet; thence N. 00° 01' 47" W., 635.50 feet; thence Northwesterly 14.02 feet along a curve to the left (radius 250.00 feet, central angle 03° 12' 49", chord bears N. 01° 38' 12" W., 14.02 feet, to the North line of said "Country Club Village of Northville - 1"; thence along said North line S. 89° 58' 13" W., 130.61 feet to a point on the East line of "Northville Colony Estates No. 3" (Liber 98, Pages 17-19, Wayne County Records); thence along said East line N. 00° 01' 47" W., 192.51 feet to the point of beginning. Containing 3,100,247 square feet or 71.172 acres. Subject to easements and restrictions of record and government limitations.

#### AND:

Part of the N.E. 1/4 of Section 13, T.1S., R.8E., Northville Township, Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N. 87° 38' 07" W., 958.60 feet along the North line of said Section 13; thence S. 00° 05' 12" W., 60.01 feet to a point on the South line of Six Mile Road (120 feet wide); thence along said South line of Six Mile Road, N. 87° 38' 07" W., 358.12 feet; thence along the Easterly line of "Northville Colony Estates No. 3", and its extension, as recorded in Liber 98 of Plats, Pages 17, 18 and 19, Wayne County Records, S. 00° 01' 47" W., 2688.96 feet; thence along the Northerly line of "Northville Colony Estates No. 4", as recorded in Liber 101 of Plats, Pages 49 and 50, Wayne County Records, S. 87° 15' 13" E., 656.14 feet; thence N. 00° 12' 19" E., 255.83 feet; thence S. 87° 29' 56" E., 2444.28 feet; thence N. 02° 30' 04" E., 62.67 feet to the point of beginning; thence S. 89° 36' 29" W., 15.07 feet; thence 47.12 feet along the arc of a curve to the right (radius 30.00 feet, central angle 90° 00' 00", chord bears N. 45° 23' 31" W., 42.43 feet); thence N. 00° 23' 31" W., 7.62 feet; thence 3.20 feet along the arc of a curve to the right (radius 243.50 feet, central angle 00° 45' 10", chord bears N. 00° 46' 06" W., 3.20 feet); thence due East 15.43 feet; thence N. 04° 26' 03" W., 83.42 feet; thence N. 62° 55' 18" E., 35.62 feet; thence N. 41° 04' 38" E., 34.39 feet; thence N. 05° 07' 50" W., 69.73 feet; thence N. 25° 44' 32" W., 42.79 feet; thence N. 59° 56' 38" W., 22.96 feet; thence N. 86 31' 31" E., 9.19 feet; thence N. 60° 55' 40" E., 13.32 feet; thence N. 57° 17' 48" E., 14.69 feet; thence N. 48° 18' 29" E., 21.39 feet; thence N. 56° 20' 11" E., 38.57 feet; thence N. 71° 23' 21" E., 13.60 feet; thence N. 84° 50' 44" E., 16.21 feet; thence N. 86° 01 55" E., 36.85 feet; thence N. 81° 32' 36" E., 14.46 feet; thence N. 39° 25' 30" E., 5.17 feet; thence 01° 35' 30" W., 5.83 feet; thence N. 82° 21' 48" E., 97.07 feet; thence S. 82° 08' 20" E., 56.80 feet; thence S. 07° 51' 58" E., 120.02 feet; thence S. 82° 31' 44" W., 56.87 feet; thence S. 07° 40' 15" E., 97.75 feet; thence S. 29° 21' 58" E., 21.36 feet; thence 225.57 feet along the arc of a curve to the right (radius 470.00 feet, central angle 27° 29' 55", chord bears S. 75° 52' 38" W., 223.41 feet); thence N. 85° 22' 13" W., 80.22 feet; thence S. 10° 58' 16" W., 88.66 feet to the point of beginning. Containing 87,722 square feet or 1.899 acres. Subject to easements and restrictions of record.

#### **ARTICLE III**

#### DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Corporate Bylaws of Country Club Village of Northville-II Condominium Association are defined as follows:

- (a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Association" means the Michigan non-profit corporation, Country Club Village of Northville-II Condominium Association, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.
- (c) "Common Elements" means the portions of the Condominium other than the Condominium Units.
- (d) "Condominium" means Country Club Village of Northville-II Condominium as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances included within the Condominium.
- (e) "Condominium Bylaws" means Exhibit A hereto, being the bylaws setting forth the rights and obligations of the Co-owners as members of the Association.
- (f) "Condominium Documents", wherever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation and the Corporate Bylaws of the Association.
- (g) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

- (h) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.
- (i) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium. Developer is a Co-owner as long as Developer owns one or more Units.
- (j) "Corporate Bylaws" means the Corporate Bylaws of the Association, as distinguished from the Condominium Bylaws.
- (k) "Developer" means Pulte Homes of Michigan Corporation, a Michigan corporation, its successors or assigns. All rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.
- (l) "General Common Elements" means the Common Elements other than the Limited Common Elements.
- (m) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.
- (n) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.
- (o) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.
- (p) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.
- (q) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.
- (r) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit computed by reference to the Plan and rounded off to a whole number.

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

## ARTICLE IV

#### COMMON ELEMENTS

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

## (a) The General Common Elements are:

- (1) The land described in Article II hereof, including any drives, roads, walks, parking areas and landscaped areas to the extent not hereafter designated as Limited Common Elements;
- (2) The electrical, gas, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Unit walls up to the point of connection with outlets or fixtures within any Unit;
- (3) Foundations, supporting, columns, unit perimeter walls (including windows and doors therein) and such other walls as are designated on the Plan as General Common Elements, roofs, ceilings, floor construction between Unit levels and chimneys;
- (4) If any, meter, appliance or fixture services a Unit other than the Unit it is located within, then such meter, appliance or fixture shall be a General Common Element;
- (5) The Community Building, Pool and such other elements of the Condominium not herein designated as Limited Common Elements which are not enclosed within the boundaries of a "Unit".

# (b) The Limited Common Elements are:

- (1) Porches, decks, walks and drives designated on the Plan as Limited Common Elements are limited to the sole use of the Co-owners of the Units to which such Common Elements are appurtenant as shown on the Plan;
- (2) Interior surfaces of all ceilings, floors, Unit perimeter walls, windows and doors contained within a Unit are Limited Common Elements limited to the sole use of the Co-owner of such Unit;

- (c) Maintenance, repair and replacement of all Common Elements shall be the responsibility of the Association, to be assessed to all Co-owners according to their Percentages of Value, subject to the following provisions:
- (1) Decks and the interior surfaces described in subparagraph (b)(2) above shall be the responsibility of the respective Co-owners having the use thereof.
- (2) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

## ARTICLE V

## **USE OF PREMISES**

No person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium.

#### ARTICLE VI

# CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 348 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit is set forth below and shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to determine the foregoing percentages was to determine that the expenses incurred by the Association in connection with the various units should be approximately equal.

#### **ARTICLE VII**

#### EASEMENTS, RESTRICTIONS AND AGREEMENTS

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

- (a) Developer hereby reserves permanent nonexclusive easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, all of which easements shall be for the benefit of the Additional Land described in Article IX of the original Master Deed whether or not such land is added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successor. Without limiting the foregoing, the foregoing easements reserved by Developer include a permanent nonexclusive easement for the installation and use of water mains and connections, which easement is depicted on the Plan. Developer has no financial obligation to support such easements.
- (b) Developer reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, street, safety or construction purposes, and all persons acquiring any interest in the Condominium shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After completion of construction of the Condominium, including any expansion thereof, the foregoing right and power may be exercised by the Association.
- (c) Developer may hereafter include within the Condominium (pursuant to an expansion, conversion or consolidation of the Condominium) facilities related to the operation of a golf course or roads, recreational facilities or other common elements or facilities intended to be shared in use by Co-owners of the Condominium and by others, in which event Developer may reserve an easement for the use of such roads, common elements or facilities, and Developer shall provide in its discretion a reasonable method of allocating the expense of maintaining and operating such roads, common elements or facilities between the Association and other persons entitled to the use of such roads, common elements or facilities. Developer shall also have the right, but not an obligation, to add improvements to the Condominium subject to the interest of a lessee, which improvements may be used in connection with the operation of a golf course.
- (d) Developer may hereafter (but shall not be required to) add all or portions of a road to the Condominium or add recreational facilities, which may include a clubhouse, intended for the mutual use of Co-owners of Units in the Condominium and the owners or occupants of other residential units. Whether or not the road and/or such recreational facilities are hereafter included as part of the Condominium, the Association shall be obligated for a portion of the expense of maintaining, repairing or replacing such road or facilities, which portion shall be determined from

time to time prorata according to the total number of residential units using such road and recreational facilities and the number of Units in the Condominium.

- (e) The Condominium will be serviced by nonexclusive easements for road, sanitary sewer and watermain, the preliminary locations of which are depicted on the Plan. The final locations of the sanitary sewer and watermain easements shall be subject to the approval of the Township of Northville.
- (f) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. There shall exist permanent easements of support with respect to any Unit interior wall which supports a Common Element.

## **ARTICLE VIII**

#### **AMENDMENTS**

This Master Deed and any Exhibits hereto may be amended in the following manner:

- (a) Amendments may be made and recorded by Developer or by the Association.
- (b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the written consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held, which shall be weighted according to the mortgaged Unit's percentage of value.
- (c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:
- (1) To modify the types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

- (2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;
- (3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;
  - (4) To clarify or explain the provisions of the Master Deed or its exhibits;
- (5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;
- (6) To expand or convert the Condominium or to consolidate the Condominium with one or more other Condominiums established upon the Additional Land and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendments expressly permitted by this Master Deed;
  - (7) To make, define or limit easements affecting the Condominium;
- (8) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed;
- (9) To revise the Plan, as necessary, to conform to any construction options offered by Developer and elected by any purchasers of Units.
- (d) Notwithstanding any other provision of this Article VIII, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described above, and any provisions relating to the ability or terms under which a Co-owner may rent a Unit, may not be modified without the consent of each affected Co-owner and Mortgagee. A Co-owner's Condominium Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent. The Association may make no amendment which materially changes the rights of Developer without the written consent of the Developer as long as the

Developer owns any Units in the Condominium or has the right to expand the Condominium.

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

WITNESSES:	PULTE HOMES OF MICHIGAN CORPORATION, a Michigan corporation			
D.M. June * D.M. Banerman	By: Alexantery was			
* Leslie Rydahl	Its: Dihector of HARRING			
*Print or type name of person signing				
STATE OF MICHIGAN )				
) SS.				
COUNTY OF OAKLAND )				
The foregoing instrument was acknowledged before me this 28 day of MAY, 1997, by Howard Fingeroof, as the Director				
of Pulte Homes of Michigan Corporatio corporation.	n, a Michigan corporation, on behalf of said			
	D.M. Som			
	Notary Public, Oakland County			
	State of Michigan			
	My Commission expires: 08-01-00			

PREPARED BY AND WHEN RECORDED RETURN TO:

Kevin M. Kohls, Esq. Honigman Miller Schwartz and Cohn 2290 First National Building Detroit, Michigan 48226

DET05/139463.1

D. M. ZIMMERMAN NOTARY PUBLIC - WAYNE COUNTY, MICH, MY COMMISSION EXPIRES 8-1-00

Liber 23986, Page 883, Wayne County Records.

# EXHIBIT A TO MASTER DEED CONDOMINIUM BYLAWS COUNTRY CLUB VILLAGE OF NORTHVILLE - II

#### ARTICLE I

Section 1. The Condominium shall be administered by a Michigan non-profit corporation, Country Club Village of Northville - II Condominium Association (hereinafter called the "Association") which shall be 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, Corporate Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. These bylaws are designated as the Condominium Bylaws and relate to the manner in which the Condominium and the common affairs of the Co-owners of the Condominium units shall be administered. Terms defined in the Master Deed shall have the same meaning when used herein. The Condominium is a residential condominium.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner, including Developer, shall be a member of the Association and no other person or entity shall be entitled to membership. Each member shall have one vote for each unit owned. If voting is by value, the value of each vote shall be the percentage assigned in the Master Deed.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to a unit in the Condominium.
- (c) Each Co-owner shall be entitled to one vote for each unit owned, the value of which shall equal the percentage allocated in the Master Deed. Voting shall be by value unless otherwise expressly required by the Condominium Documents or by law. In the case of any unit owned jointly by more than one Co-owner, the voting right appurtenant to that unit may be exercised jointly as a single vote or may be split if all the joint Co-owners of the unit so agree in writing.

- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Co-owner has presented 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 Co-owners held in accordance with section 6 of this Article 1 except as specifically provided in section 7. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in subparagraph (e) below or by a proxy given by such individual representative.
- (e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the unit or units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.
- (f) There shall be an annual meeting of the Co-owners commencing with the first annual meeting held as provided in section 6 of this Article 1. Other meetings shall be held as provided for in the Corporate Bylaws of the Association. Notice of the time, place and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Co-owners.
- (g) The presence in person or by proxy of more than thirty-five (35%) percent in value of the Co-owners shall constitute a quorum for holding a meeting of the members of the Association. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed

time of each meeting of the Co-owners. Cumulative voting shall not be permitted.

- (i) Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by any affirmative vote of more than fifty (50%) percent in value. The foregoing statement and any other provision of the Master Deed, these Bylaws or the Corporate Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Co-owners duly called and held.
- (j) Other provisions relating to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate Bylaws.

Section 3. The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of the Condominium and its administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the All books, records and contracts of the Association. Association shall be available for examination by any of the Co-owners and their mortgagees during convenient times. All books and records shall be audited or reviewed at least annually by independent accountants; provided, however, that such audits need not be certified. The Association shall prepare and distribute to each Co-owner at least annually a financial statement, the contents of which shall be defined by the Association. Any institutional holder of a first mortgage lien on any unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association shall keep current copies of the Master Deed establishing the Condominium and all amendments to the Master and all other Condominium Documents available for Deed inspection at reasonable hours by Co-owners, prospective purchasers of Condominium units and existing and prospective mortgagees of Condominium units.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation. Directors must be members of the

Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed prior to the first annual meeting of Co-owners held pursuant to section 6 of this Article 1. If a member is a partner or corporation, then any partner or employee of the Partnership, or officer, director or employee of the Corporation shall be qualified to serve as a director.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject to the provisions of the Master Deed, these Bylaws, the Corporate Bylaws, Articles of Incorporation and applicable laws. In addition to the foregoing general duties, the Board of Directors shall be responsible specifically for the following:
  - (i) To manage and administer the affairs of and maintain the Condominium and the common elements thereof.
  - (ii) To collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
  - (iii) To carry insurance and collect and allocate the proceeds thereof.
    - (iv) To rebuild improvements after casualty.
  - (v) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium project.
  - (vi) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including Condominium units, easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
  - (vii) To borrow money and issue evidence of indebtedness in furtherance of any and all of the purposes of the business of the Association.
  - (viii) To make rules and regulations in accordance with Article VI, section 10 of these Bylaws.

- (ix) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purposes of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities.
- (x) To make rules and regulations and 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, the Government National Mortgage Association and/or any governmental agency or to satisfy the requirements of the United States Department of Housing and Urban Development.
- (xi) To enforce the provisions of the Master Deed, these Bylaws, the Corporate Bylaws and the Articles of Incorporation.
- (b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity affiliated with the Developer) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in section 4(a) of this Article 1, and the Board may delegate to such management agent any other duties or powers. In the event the Board does employ professional management for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any unit in the Condominium prior to terminating professional management and assuming self management. In no event may the Board enter into any contract for management, the maximum term of which is greater than three years. In addition to the foregoing, any contract for management or other services by and between the Association and the Developer or any affiliate of the Developer shall provide that such contract is voidable by the Board of Directors of the Association on the Transitional Control Date or within ninety (90) days thereafter, and on thirty (30) days' notice at any time thereafter for cause. To the extent any management contract entered into before the Transitional Control Date extends beyond one year after the Transitional Control Date, the excess period under the contract may be voided by the Board of Directors of the Association by notice to the management agent at least thirty (30) days before the expiration of the one year period.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations 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 before the first annual meeting of Co-owners shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the Co-owners.

Section 5. The Corporate Bylaws shall provide for the designation, number, terms of office, qualifications, manner of election, duties, manner of removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association. Officers shall not be compensated.

Section 6. The first annual meeting of the Co-owners may be convened only by the Developer and may be called, in the Developer's discretion, at any time on or before the earlier of the dates provided for the first annual meeting in subsections 7(b) and 7(c) of this Article 1. The date, time and place of such first annual 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. Thereafter, an annual meeting shall be held each year on such date as is specified in the Corporate Bylaws.

Section 7. The following provisions shall apply notwithstanding the fact that the first annual meeting may not have been called:

- (a) An advisory committee of nondeveloper Co-owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of one-third (1/3) of the units that may be created, or one year after the initial conveyance of legal or equitable title to a nondeveloper Co-owner of a unit in the project, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the association of Co-owners. The advisory committee shall cease to exist when a majority of the board of directors of the association of Co-owners is elected by the nondeveloper Co-owners.
- (b) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to

nondeveloper Co-owners of twenty-five (25%) percent of the units that may be created, at least one director and not less than twenty-five (25%) percent of the board directors shall be elected by nondeveloper Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of fifty (50%) percent of the units that may be created, not less than thirty-three and one-third (33 1/3%) percent of the board of directors shall be elected by nondeveloper Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to nondeveloper Co-owners of seventy-five (75%) percent of the units that may be created, and before conveyance of ninety (90%) percent of such units, the first annual meeting shall be called and the nondeveloper Co-owners shall elect all directors on the board, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the units in the project or as long as ten (10%) percent of the units remain that may be created.

- provided (c) Notwithstanding the formula subsection (b), 54 months after the first conveyance of legal or equitable title to a nondeveloper Co-owner of a unit in the project, if title to not less than seventy-five (75%) percent of the units that may be created has not been conveyed, the first annual meeting shall be called and the nondeveloper Co-owners have the right to elect as provided in the Condominium Documents, a number of members of the board of directors equal to the percentage of units they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board 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 (b). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.
- (d) If the calculation of the percentage of members of the board that the nondeveloper Co-owners have the right to elect under subsection (b), or if the product of the number of members of the board multiplied by the percentage of units held by the nondeveloper Co-owners under subsection (c) results in a right of nondeveloper Co-owners to elect a fractional number of members of the board, 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 that the nondeveloper

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. Application of this subsection shall not eliminate the right of the Developer to designate one member as provided in subsection (b).

(e) As used in this section, the term "units that may be created" means the maximum number of units which may be included in the Condominium in accordance with any limitation stated in the Master Deed.

Section 8. Any reference to the "first Board of Directors" in the Master Deed, these Bylaws, the Corporate Bylaws, or the Articles of Incorporation shall mean and refer to the Board of Directors named in the Articles of Incorporation, including any successor or additional director appointed by the first board of directors prior to the first annual meeting of the Co-owners.

#### ARTICLE II

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

Section 2. Expenditures affecting administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by or connected with the common elements or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received as proceeds of, or pursuant to, a policy of insurance securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration of the Condominium.

The Board of Directors shall establish an Section 3. annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may proper operation, management required for the reasonable Condominium, including a maintenance of the allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for the year shall be established based upon said budget. The Board of Directors of the Association may increase the assessment if the Board of Directors finds that the revenues of the Association to pay costs of operation. Special are insufficient

assessments may be made by the Board of Directors from time to time for payment of any obligation of the Association. The Board of Directors shall maintain a reserve fund for major repairs and replacement of common elements, which reserve fund shall be in the amount of not less than ten (10%) percent of the Association's current annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a noncumulative basis. The minimum standard required by this subsection may prove to be inadequate for the Condominium. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes.

Section 4. All assessments levied against the Co-owners to pay 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 the Master Deed subject to any other assessment provisions in the Master Deed or these Bylaws. In the event the Condominium is hereafter consolidated with one or more other Condominiums in the manner permitted in discretion Developer's then in Master Deed, consolidating master deed may provide that Association expenses to the Condominium as it existed prior to such consolidation shall be accounted for separately and specially assessed only to the Co-owners of Units in the Condominium as it existed prior to such consolidation. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay regular monthly assessments for units which are owned by the Developer and are unoccupied, but shall only reimburse the Association for actual expenses incurred by the Association which are reasonably allocable to such units. Annual assessments shall be payable by Co-owners in 12 equal monthly installments. 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. Any assessment not paid within 10 days of its due date shall be subject to a late charge of \$25. The of Directors may adopt other uniform late charges pursuant to section 10 of Article VI of these Bylaws. addition to late charges, assessments which are delinquent more than 10 days shall also bear interest at the rate of seven (7%) percent per annum until paid. Each Co-owner (whether one or more persons) shall be personally liable for the payment of all assessments levied against the unit. A Co-owner selling a unit not be entitled to any refund whatsoever from the shall Association with respect to any reserve, account or other asset of the Association. Sums assessed to a Co-owner which are unpaid constitute a lien upon the unit or units in the Condominium owned by the Co-owner at the time of the assessment

before other liens except tax liens on the Condominium unit in favor of any state or federal taxing authority and sums unpaid on the first mortgage of record, except that past due assessments which are evidenced by a notice of lien have priority over a first mortgage recorded subsequent to the recording of the notice of lien. The lien upon each Condominium unit owned by the Co-owner shall be in the amount assessed against the Condominium unit. The lien may be foreclosed by an action or by advertisement by the Association in the name of the Condominium on behalf of the other Co-owners.

Section 5. No Co-owner shall be exempt from liability for contribution toward the expenses of administration by waiver of the use or enjoyment of any of the common elements or by the abandonment of a Condominium unit.

The Association may enforce collection of Section 6. delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. 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 Michigan 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. The expenses incurred inincluding interest, collecting unpaid assessments, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, plus any late charges, shall be chargeable to the Co-owner in default and shall be secured by the lien on the unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association may also discontinue the furnishing of any utilities 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 vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to take possession of the unit if the unit is not occupied by the Co-owner and to lease the Condominium unit and collect and apply the rental therefrom.

Section 7. Notwithstanding any other provisions of the Master Deed, these Bylaws, the Corporate Bylaws or Articles of Incorporation of the Association, if the mortgagee of a first mortgage of record or other purchaser of a Condominium unit obtains title to the Condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the unit which became due prior to the acquisition of title to the unit by such person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Condominium unit owners including such persons, its successors and assigns.

Section 8. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

- (a) The notice of lien shall set forth the legal description of the Condominium unit or units to which the lien attaches, the name of the Co-owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.
- (b) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.
- (c) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Co-owner by first class mail, postage prepaid, addressed to the last known address of the Co-owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

Section 9. Upon the sale or conveyance of a Condominium unit, all unpaid assessments against the Condominium unit shall be paid out of the sale price or by the purchaser in preference over any other assessments or charges of whatever nature except

(a) amounts due the State of Michigan or any subdivision thereof for taxes or special assessments due and unpaid on the unit and (b) payments due under first mortgages having priority thereto. A purchaser of a Condominium unit is entitled to a written statement from the Association setting forth the amount of unpaid assessments outstanding against the unit and the purchaser is not liable for any unpaid assessment in excess of the amount set forth in such written statement, nor shall the unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five days before the sale shall be liable for any unpaid assessments against the unit together with interest, costs and attorneys' fees incurred in connection with the collection thereof.

### ARTICLE III

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. The Association may assert, defend or settle claims on behalf of all Co-owners in connection with the common elements of the Condominium. The commencement of any such civil action (other than one to enforce or collect delinquent assessments) shall require the approval of a majority in value of the Co-owners.

### ARTICLE IV

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of the Condominium, and such other insurance as the Board of Directors deems advisable, and all such insurance shall be carried and administered in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Co-owners may obtain additional insurance upon their units, at their own expense, in addition to the coverage carried by the Association. It shall be each Co-owner's responsibility to obtain insurance coverage for personal property located within a unit or elsewhere in the Condominium and for personal liability for occurrences

within a unit or upon limited common elements appurtenant to a unit and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to obtain property and liability insurance containing appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

- All common elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the appropriate percentage of maximum insurable replacement excluding foundation and excavation costs, determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any unit and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a unit which were furnished by Developer with the unit, or replacements of such improvements made by a Co-owner within a unit. Any other improvements made by a Co-owner within a unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto may be assessed to and borne solely by said Co-owner and collected as part of the assessments against said Co-owner under Article II hereof.
- (c) All premiums for insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.
- 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 repair however, whenever provided, appear; reconstruction of the Condominium shall be required provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction, and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on units in the Condominium have given their prior written approval.

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

### ARTICLE V

Section 1. If any part of the Condominium shall be partially or completely destroyed, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

- (a) If the damaged property is a common element or a unit, the property shall be rebuilt or repaired if any unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated, and each institutional holder of a first mortgage lien on any unit in the Condominium has given prior written approval of such termination.
- (b) If the Condominium is so damaged that no unit is tenantable, and if each institutional holder of a first mortgage lien on any unit in the Condominium has given its prior written approval of the termination of the Condominium, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless seventy-five (75%) percent or more of all Co-owners in value agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans

and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. If the damage is only to a part of a unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction and repair of the interior of the Co-owner's unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light appliances, whether free standing or fixtures and all built-in. In the event damage to any of the foregoing, or to interior walls within a Co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with section 5 of this Article. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any unit in the Condominium.

The Association shall be responsible for the Section 5. reconstruction and repair of the common elements (except as specifically otherwise provided in the Master Deed) and any incidental damage to a unit caused by such common elements or the reconstruction and repair thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance sufficient to defray the estimated costs not reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, funds for the repayment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall apply upon any taking by eminent domain of any part of the Condominium:

- (a) If any portion of the common elements is taken by eminent domain, the award therefor shall be allocated to the Co-owners in proportion to their respective undivided interests in the common elements. The Association acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of common elements and any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners based upon assigned voting rights shall be binding on all Co-owners.
- (b) If a Condominium unit is taken by eminent domain, the undivided interest in the common elements appertaining to the Condominium unit shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to their respective undivided interests in the common elements. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include, without limitation, just compensation to the Co-owner of the Condominium unit taken for the Co-owner's undivided interest in the common elements as well as for the Condominium unit.
- (c) If portions of a Condominium unit are taken by eminent domain, the court shall determine the fair market value of the portions of the Condominium unit not taken. The undivided interest of such Condominium unit in the common elements appertaining to the Condominium units shall be reduced in proportion to the diminution in the fair market value of the Condominium unit resulting from the taking. The portions of undivided interest in the common thereby divested from the Co-owners elements Condominium unit shall be reallocated among the other Condominium units in the Condominium project in proportion to their respective undivided interests in the common elements. A Condominium unit partially taken shall receive the reallocation in proportion to its undivided interest in the common elements as reduced by the court under this subsection. The court shall enter a decree reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit partially taken for that portion of the undivided interest in the common elements divested from the Co-owner and not revested in the Co-owner, as well as

for that portion of the Condominium unit taken by eminent domain.

- (d) If the taking of a portion of a Condominium unit makes it impractical to use the remaining portion of that Condominium unit for a lawful purpose permitted by the Condominium documents, then the entire undivided interest in the common elements appertaining to that Condominium shall thenceforth appertain to the remaining unit Condominium units, being allocated to them in proportion to their respective undivided interests in the common The remaining portion of that Condominium unit elements. shall thenceforth be a common element. The court shall enter an order reflecting the reallocation of undivided interests produced thereby, and the award shall include just compensation to the Co-owner of the Condominium unit for the Co-owner's entire undivided interest in the common elements and for the entire Condominium unit.
- (e) Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Condominium unit taken or partially taken by eminent domain shall thenceforth appertain to the remaining Condominium units, being allocated to them in proportion to the relative voting strength in the association of Co-owners. A Condominium unit partially taken shall receive a reallocation as though the voting strength in the association of Co-owners was reduced in proportion to the reduction in the undivided interests in the common elements.
- (f) In the event the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium shall be re-surveyed and the Master Deed amended accordingly. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the Condominium.
- (g) In the event any unit in the Condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), or in the event any mortgage is held by or insured by the United States Department of Housing and Urban Development ("HUD"), the Association shall give FHLMC and HUD 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, or any loss to or taking of any unit, or part thereof, if the loss or taking exceeds \$10,000 in amount.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium units pursuant to their mortgages in the case of a distribution to Condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium units and/or common elements.

### ARTICLE VI

Section 1. No Unit shall be used for other than residential purposes except for any Unit which may be included in the Condominium and reserved for Developer or its assigns for use related to the operation of a golf course. No Co-owner shall carry on any commercial activities anywhere on the premises of the Condominium. Developer may conduct the activities permitted in section 15 of this Article and any activities expressly referenced in the Master Deed, or any amendment thereof. To the extent provided in the Master Deed or any amendment thereof, portions of the Condominium may be used in connection with the operation of a golf course or other recreational facilities.

Section 2. No Co-owner shall make alterations in exterior appearance or make structural modifications to any unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including but not limited to, exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters or other exterior attachments or modifications; nor shall any Co-owner damage or make modifications or attachments to common element walls between units which in any way impair the sound conditioning quality of the walls. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

Section 3. 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 nuisance to the Co-owners of the Condominium, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. No Co-owner shall do or permit anything to be done or to keep or permit to be kept in the Co-owner s unit or on the common elements anything that will increase the rate of insurance on the Condominium without the written approval of the Board of Directors, 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.

Section 4. Without the prior written consent of the Board of Directors, no animal or pet other than one cat or one dog shall be kept in the Condominium by any Co-owner. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements, and any animal shall at all times be attended by a responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. The term "animal or pet" as used in this section shall not include small animals which are constantly caged such as small birds or fish. All pets must be registered with the Board of Directors of the Association.

Section 5. The common elements, limited or general, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. Unless special areas are designated by the Association, trash receptacles shall not be permitted on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The common elements shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in a unit or upon the common elements, which detracts from the appearance of the Condominium.

Section 6. Each driveway leading into a garage may only be used by the Co-owner entitled to use the garage. The common

elements shall not be obstructed in any way; nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of all general common elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 7. No recreational vehicles, house trailers, golf carts, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles may be parked or stored upon the driveways, roads or other common elements. Automobiles may not be parked on the roads in the Condominium overnight. The washing of automobiles will be permitted in driveways or garages.

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

Section 9. 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, without written permission from the Board of Directors.

Section 10. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the common elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended from time to time by the Board of Directors. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners or posted on a general common element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners.

Section 11. The Association and its duly authorized agents shall have access to each unit and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agent 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. It shall be the

responsibility of each Co-owner to provide the Association means of access to the Co-owner's unit and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to any unit or any limited common elements appurtenant thereto caused thereby or for repair or replacement of such damage.

Section 12. No Co-owner shall perform any landscaping or plant any trees or shrubs or place any ornamental materials upon the common elements other than the private court yards, if any, unless approved by the Board of Directors in writing or unless permitted by the master deed or the regulations of the Association.

Section 13. No unsightly condition shall be maintained upon any court yard, balcony, patio or porch and only furniture and equipment consistent with ordinary court yard, balcony, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use and no furniture or equipment of any kind shall be stored on balconies, patios or porches during seasons when the same are not reasonably in use.

Section 14. Each Co-owner shall maintain the unit owned and any limited common elements appurtenant thereto for which the Co-owner has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the common elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any unit which are appurtenant to or which may affect any other Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by the Co-owner or the Co-owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs of the Developer as long as Developer owns any unit which Developer offers for sale, or of the Association in furtherance

of its powers and purposes. Until all units in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas, reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable sale of the Developer may install entire Condominium by Developer. temporary drives and/or parking areas in any area of sales with Developer's connection Condominium in construction activities. To the extent provided in the Master Deed or any amendment thereof portions of the Condominium may be used by Developer or its assigns in connection with the operation of a golf course or other recreational facilities.

Section 16. Co-owners, including Developer, may rent any number of units at any time for any term of occupancy not less than six months subject to the following:

- (a) A Co-owner, including the Developer, desiring to rent or lease a Condominium unit shall disclose that fact in writing to the Association of Co-owners at least ten (10) days before presenting a lease form to a potential lessee, and at the same time, shall supply the Association of Co-owners with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer proposes to rent Condominium units before the Transitional control Date Developer shall notify either the advisory committee or each Co-owner in writing.
- (b) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium documents of the Condominium project, and all leases and rental agreements shall so state.
- (c) If the Association determines that the tenant or nonco-owner occupant failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
  - (i) The Association shall notify the Co-owner by certified mail, advising of the alleged violation by the tenant. The Co-owner shall have fifteen (15) days after receipt of the notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
  - (ii) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of

the Association, if it is under the control of the Developer, an action for both eviction against the tenant or nonco-owner occupant and simultaneously, for money damages against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this section may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the general common elements caused by the Co-owner or tenant in connection with the Condominium unit or the Condominium.

(d) When a Co-owner is in arrearage to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Condominium unit under a lease or rental agreement, and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deduction shall not constitute a breach of the rental agreement or lease by the tenant.

### ARTICLE VII

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

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

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

### ARTICLE VIII

These Bylaws may be amended by the Association or by the Developer in the manner provided in the Master Deed. Any amendment to these Bylaws (but not the Corporate Bylaws) shall become effective upon recordation in the office of the register of deeds in the county in which the Condominium is located. A copy of each amendment to these Bylaws shall be made available to every member of the Association after adoption; provided, however, that any amendment is adopted in accordance with this Article shall be binding upon all persons who have an interest the Condominium irrespective of whether such persons actually receive a copy of the amendment. These Bylaws may not be amended in any manner to eliminate or conflict with any mandatory provision of the Act or any applicable law or any provision of the Master Deed; nor may they be amended to materially reduce or eliminate the rights of any first mortgagees without the consent of the mortgagees affected.

### ARTICLE IX

Section 1. The Association and all persons acquiring an interest in or using the Condominium are subject to the provisions of the Condominium Documents and regulations of the Association.

Section 2. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners the following relief:

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association, or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the Court.

Section 3. 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 or regulations of the Association 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.

Every director and every officer of the Section 4. Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the corporation, whether or not a director or officer at the are incurred, except that this expenses such wanton and not apply to willful shall indemnification The foregoing acts of gross negligence. or misconduct indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be which it has approved, the Board of Directors shall notify all Co-owners. Such payment must be approved by a majority vote of the Board of Directors without the vote of the director seeking the indemnification. In the event there has been no judicial determination whether the conduct or the director constituted negligence, the Board of Directors may rely upon an opinion of counsel, which counsel may not be a member of the Association.

### ARTICLE X

The provisions in this article are adopted to meet certain requirements of the Federal Home Loan Mortgage Corporation and supersede any contrary provision of the Master Deed or the Bylaws of the Association:

Section 1. Except as provided by statute, in case of condemnation or substantial loss to the Units and/or Common Elements of the Condominium, unless at least two-thirds of the first mortgages (based on one vote for each first mortgage owned), or owners (other than the Developer) of the individual Condominium Units have given their prior written approval, the Association may not:

- (a) by act or omission seek to abandon or terminate the Condominium;
- (b) change the pro rata interest or obligations of any Condominium Unit in order to levy assessments or charges, allocate distribution or hazard insurance proceeds or condemnation awards, or determine the pro rata share of ownership of each Condominium Unit in the Common Elements;
  - (c) partition or subdivide any Condominium Units;

- (d) seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements by act or omission. The granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium is not a transfer within the meaning of this clause; and
- (e) use hazard insurance proceeds for losses to any Condominium property (whether Units or Common Elements) for other than the repair, replacement, or reconstruction of the Condominium property.
- Section 2. All taxes, assessments, and charges that may become liens prior to the first mortgage under local law relate only to the individual Condominium Units and not to the Condominium as a whole.
- Section 3. Any agreement for professional management of the Condominium, or any other contract providing for services of the Developer may not exceed three years. Any such agreement must provide for termination by either party without cause and without payment of a termination fee on 90 days or less written notice.

A4812A

### EXHIBIT MAYNE COUNTY $\varpi$ CONDOMINIUM CONSOLIDATING MASTER SUBDIVISION PLAN DEED 253

# COUNTRY THE CONSULIDATION LUB VILLAGE OF NORTHVIL WISHIP, WAYNE COUNTY, MICHIGAN

NORTHVILLE TOWNSHIP,

# EGAL DESCRIPTION

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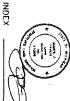
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NOWAK AND FRAUS P.L.L.C. 1310 N. STEPHENSON HWY. ROYAL OAK, MICHIGAN 48067 TEL. (810) 399-0886 SURVEYOR

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## WAYNE XHIBIT B COUNTY CONDOMINIUM TO THE CONSOLIDATING MASTER DEED SUBDIVISION PLAN NO.

COUNTRY CLUB VILLAGE OF NORTHVILLE-II

, WAYNE COUNTY, MICHIGAN

<u> EGAL DESCRIPTION — CONTINUED</u>

7467 Feet; thence S. 35: 00 00 W., 108.05 feet; thence 71.34 feet doing an arc of a curve to the right (radius 147.00, centrol angle 27: 48 19; chord bears S. 24 3) '11' E. 70.64 feet); thence S. 10' 30' 02' E. 1024 feet; thence N. 17: 00' 00' E. 65.73 feet; thence S. 19' 100' 00' E. 90.65 feet; thence S. 10' 40' E. 149.99 feet; thence S. 53' 27' W. 51.16 feet; thence N. 63' 48 18' W. 30.51 feet; thence N. 63' 36' 16' W. 22.72 feet; thence N. 65' 36' W. 13.04 feet; thence N. 41' 34' 24' W. 51.36 feet; thence N. 65' 38' 14' W. 25.26 feet; thence N. 13' 08' W. 9.48 feet; thence N. 55' 00' 28' W. 13.04 feet; thence N. 51' 21' 44' W. 14.39 feet; thence N. 55' 20' W. 14.58 feet; thence N. 73' 16' 08' W. 9.48 feet; thence N. 80' 25' 25' W. 14.58 feet; thence S. 77' 29' 57' W. 14.59 feet; thence N. 51' 21' 44' W. 12.44' 64' W. 12.48 feet; thence N. 73' 16' 08' W. 9.48 feet; thence N. 70' 16' 43' W. 9.17 feet; thence S. 77' 29' 57' W. 14.59 feet; thence N. 55' 20' W. 14.58 feet; thence N. 70' 16' 43' W. 14.58 feet; thence N. 70' 16' 43' W. 14.58 feet; thence N. 18' 21' 44' W. 12.44' 64' W. 12.44' 64 East—West 1/4 line of Section 13 and said North line of Northville Colony Estates No. 4, N. 87° 13° W. 656.14 feet, to the Southeast corner of Northville Colony Estates No. 3° (Liber 98, Pages 17–19, Wayne County Records); thence N. 00° 01° 47° W. 728.62 feet along the East line of said Northville Colony Estates No. 3° to the South line of Tountry Club Village of Northville — 1° Wayne County Condominium Subdivision Plan No. 252; thence along said South line N. 89° 58° 13° E. 135.46 feet to a point on the West line of Country Knoll Drive, a private drive (27 feet wide), said point of the East line of said "Country Knoll Drive, a private drive (27 feet wide), said west line of Country Knoll Drive. Northwesterly 65.28 feet along the arc of a curve to the right (radius 477.00 feet, central angle 07° 50° 27°, chord bears N. 03° 57° 01° W., 65.23 feet); thence N. 00° 01° 47° W., 118.35 feet; thence Northwesterly 65.26 feet, along the arc of a curve to the right (radius 30.00 feet, central angle 11° 01° 37°, chord bears N. 03° 57° 01° W., 165.49 feet); thence Northeasterly 83.53 feet along the arc of a curve to the left, (radius 245.00 feet, central angle 19° 32° 03°, chord bears N. 00° 13′ 48° E. 83.13 feet); thence Northwesterly 13.59 feet along the arc of a curve to the left, (radius 457.00 feet, central angle 16° 44° 20°, chord bears N. 00° 10° 47° W., 13.30.4 feet); thence Northwesterly 13.28 feet along the arc of a curve to the left (radius 423.00 feet, central angle 18° 00° 45°, chord bears N. 00° 18° 18° W., 132.43 feet); thence Northwesterly 13.598 feet along the arc of a curve to the left, (radius 457.00 feet, central angle 18° 00° 45°, chord bears N. 00° 18° 18° W., 133.04 feet), thence Northwesterly 13.598 feet along the arc of a curve to the left, (radius 457.00 feet, central angle 18° 00° 45°, chord bears N. 00° 18° 18° W., 132.43 feet); thence Northwesterly 13.598 feet

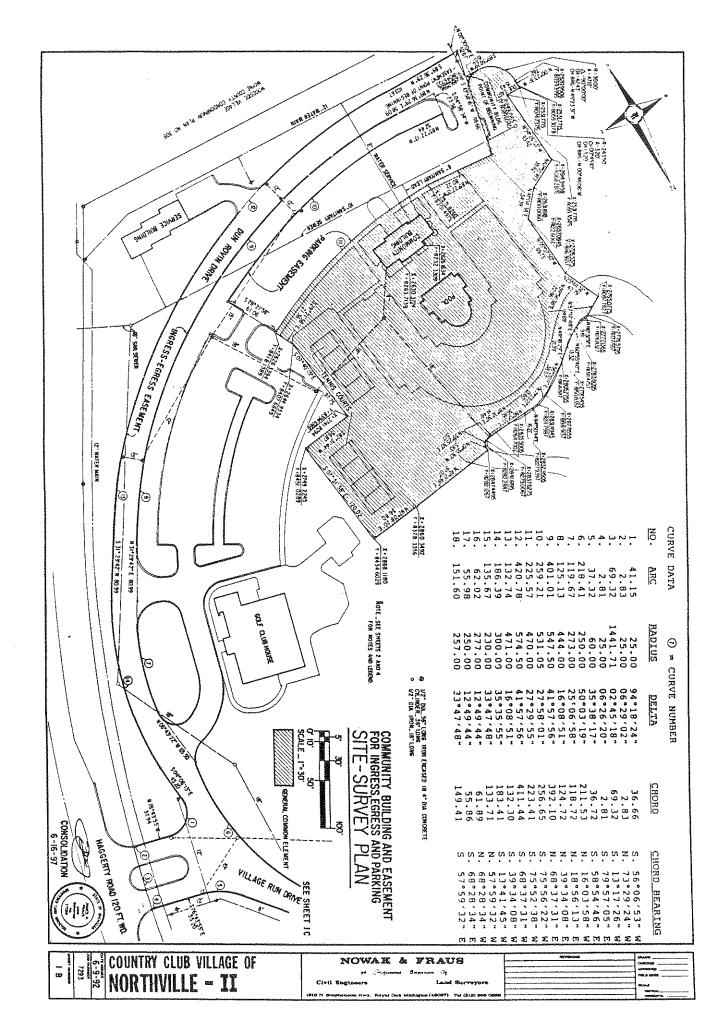
right (radius 387.00 feet, central angle 09° 46' 50", chord bears N. 04' 55' 12" W. 65.98 feet); thence N. 00' 01' 47" W. 157.08 feet; thence Northeosterly 55.32 feet along the arc of a curve to the right (radius 427.00 feet, central angle 07' 25' 25", chord bears N. 03' 40' 55' E. 55.29 feet); thence N. 07' 23' 38" E. 66.33 feet; thence Northwesterly 79.64 feet along a curve to the left (radius 293.00 feet, central angle 15' 34' 27", chord bears N. 00' 23' 36" W. 79.40 feet); thence N. 08' 10' 50" W. 61.47 feet; thence Northwesterly 41.25 feet along the arc of a curve to the right (radius 290.00 feet, central angle 08' 09' 02", chord bears N. 04' 06' 18" W. 41.22 feet) thence N. 00' 01' 47" W. 635.50 feet; thence Northwesterly 14.02 feet along the arc of a curve to the left (radius 250.00 feet, central angle 03' 12' 49", chord bears N. 01' 38' 12" W. 14.02 feet) to the North line of said "Country Club Village of Northville – 1"; thence along said North line S. 89' 58' 13" W. 130.61 feet to a point on the East line of "Northville Colony Estates No. 3" (Liber 98, Pages 17-19, Wayne Country Records); thence along said East line N. 00' 01' 47" W. to easements and restrictions of record and governmental limitations. 192.51 feet to the point of beginning. Containing 3,100,247 square feet or 71.172 acres. Subject

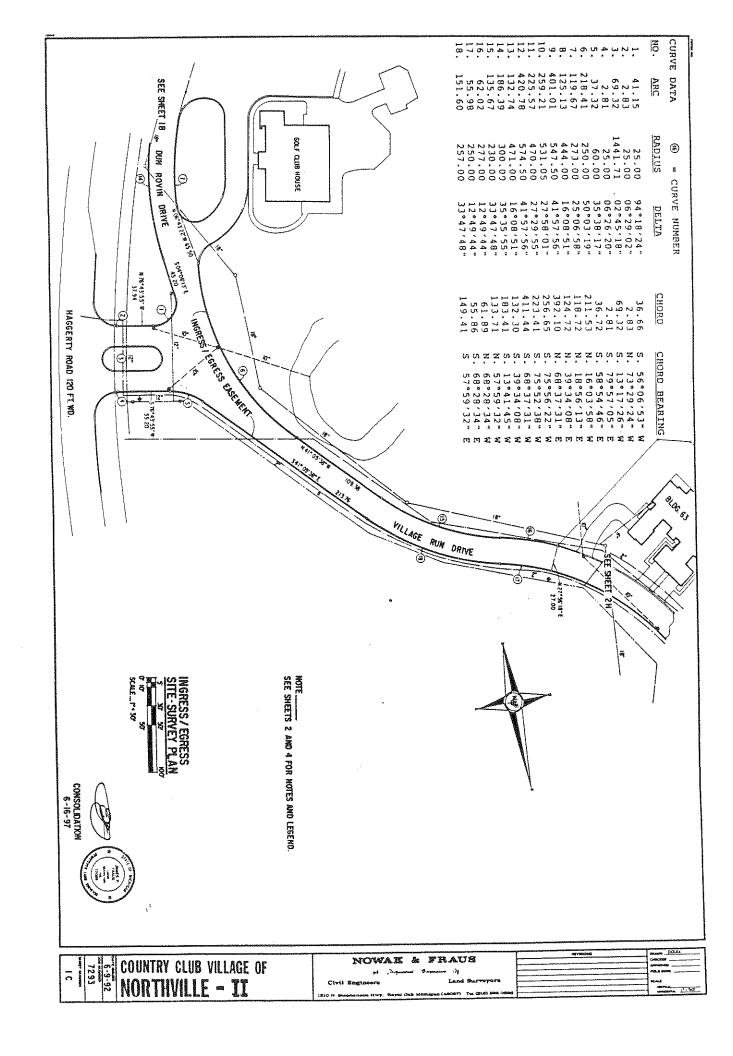
Part of the N.E. 1/4 of Section 13, T.I.S., R.BE., Northylle Township. Wayne County, Michigan, being more particularly described as: Commencing at the North 1/4 corner of said Section 13; thence N. 87-38' 07" W., 958.60 feet along the North line of said Section 13; thence S. 00" 05' 12" W., 60.01 feet to a point on the South line of Six Mile, Road (120 feet wide); thence along said South line of Six Mile, Road, N. 87-38' 07" W., 358.12 feet; thence along the Easterly line of "Northylle Colony Estates No. 3", and its extension, as recorded in Liber 98 of Plats, Pages 17, 18 and 19. Wayne County Records, S. 00" 01" 47" W., 2688.96 feet; thence along the Northerly line of "Northylle Colony Estates No. 4", as recorded in Liber 101 of Plats, Pages 49 and 50, Wayne County Records, S. 656.14 feet; thence N. 00" 12" 19" E., 255.83 feet; thence 8. 87' 29" 86. 25.77 feet; thence 4.7.12 feet; thence 6. 89' 36' 29" W., 15.07 feet; thence 4.7.12 feet along the arc of a curve to the right (radius 30.00 feet, central angle 90" 00" 00" of a curve to the right (radius 30.00 feet, central angle 90" 45' 10", chord bears N. 45' 23' 31" W., 42.43 feet); thence W. 50' 37" W., 33.42 feet; thence A. 62' 55' 18" E., 35.62 feet; thence N. 41' 04' 38" E., 32.9 feet; thence N. 65' 55' 18" E., 35.62 feet; thence N. 41' 04' 38" E., 34.39 feet; thence N. 55' 70" W., 68.73 feet; thence N. 65' 30" W., 42.95 feet; thence N. 55' 18" E., 9.19 feet; thence N. 60' 55' 48" E., 13.50 feet; thence N. 55' 20' 11" E., 38.57 feet; thence N. 71' 23' 21" E., 13.50 feet; thence N. 55' 20' 11" E., 38.57 feet; thence N. 71' 23' 21" E., 13.50 feet; thence N. 85' 30" E., 14.69 feet; thence N. 86' 31' 31" E., 9.19 feet; thence N. 81' 30' E., 14.69 feet; thence N. 86' 31' 31" E., 9.19 feet; thence N. 81' 30' E., 14.69 feet; thence N. 86' 31' 31" E., 9.19 feet; thence N. 81' 30' E., 14.69 feet; thence N. 85' 30' E., 14.69 feet; thence N. 85' 30' E., 14.69 feet; thence N. 85' 30' E., 36.51 feet; thence N. 39' 25' 50' E., 36.51 feet; thence N. 39' 25' 50' E., 36.51 EGAL DESCRIPTION - COMMUNITY BUILDING

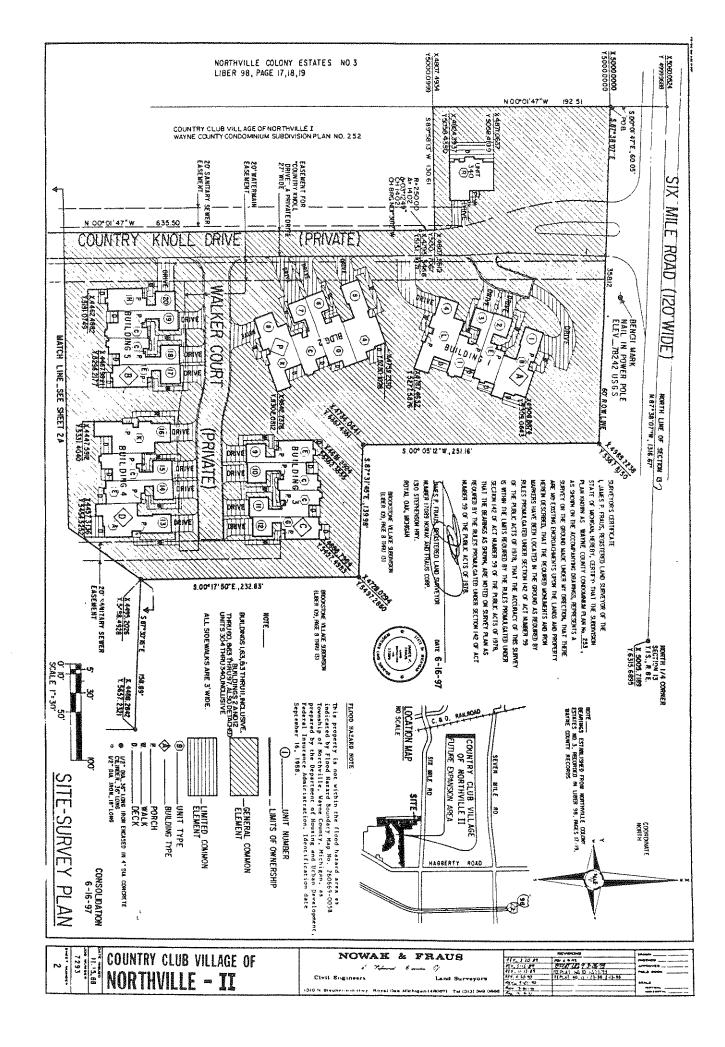
5.17 feet; thence N. 01' 35' 30' W. 5.83 feet; thence N. 82' 21' 48' 97.07 feet; thence N. 82' 08' 20' E. 56.80 feet; thence S. 07' 51' 58' E. 120.02 feet; thence S. 82' 31' 44' W. 56.87 feet; thence S. 07' 40' 15' E. 97.75 feet; thence S. 29' 21' 58' E. 21.36 feet; thence 225.57 feet along the arc of a curve to the right (radius 470.00 feet, central angle 27' 29' 55', chard bears S. 75' 52' 38' W. 223.41 feet); thence N. 85' 22' 13'' W. 80.22 feet; thence S. 10' 58' 16' W. 88.66 feet to the point of beginning. Containing 87,722 square feet or 1.899 acres. Subject to easements and restrictions of record.

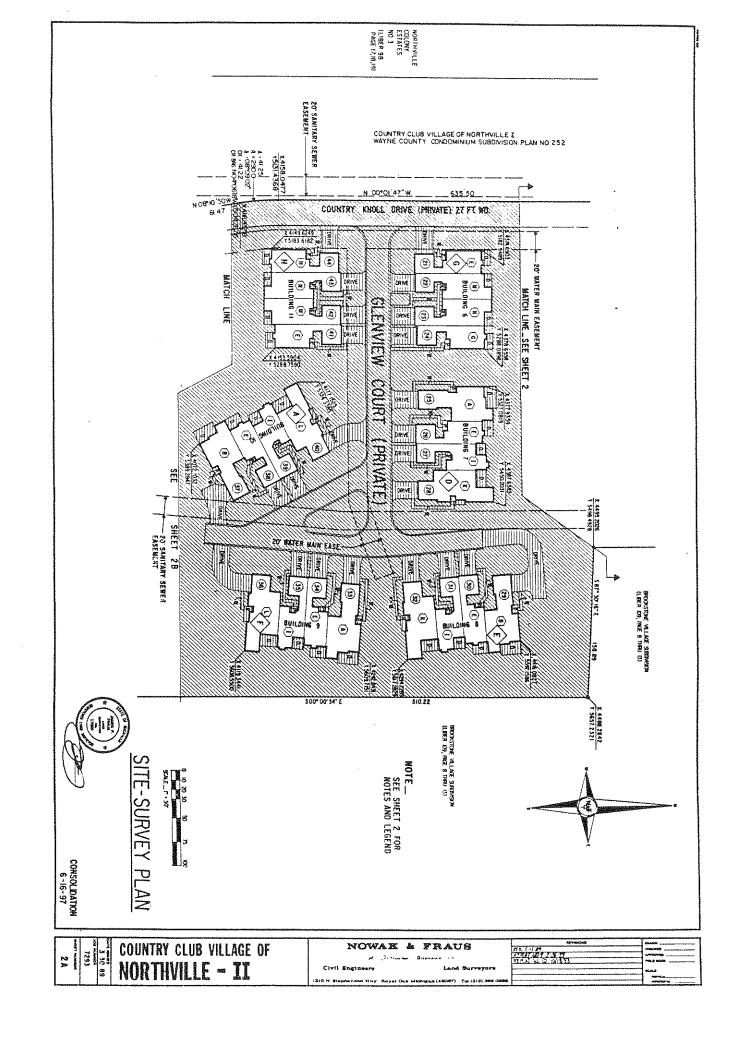
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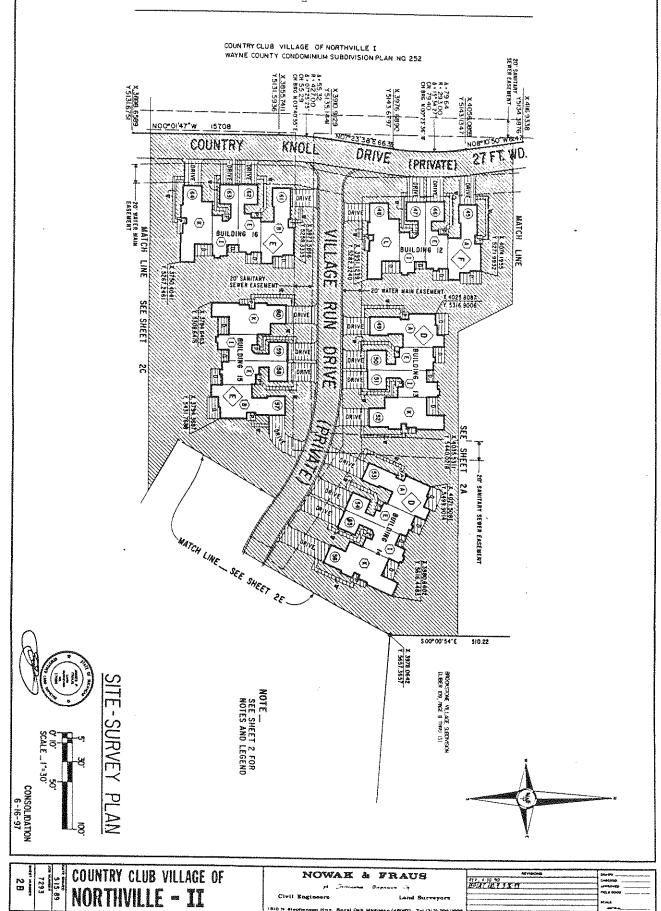
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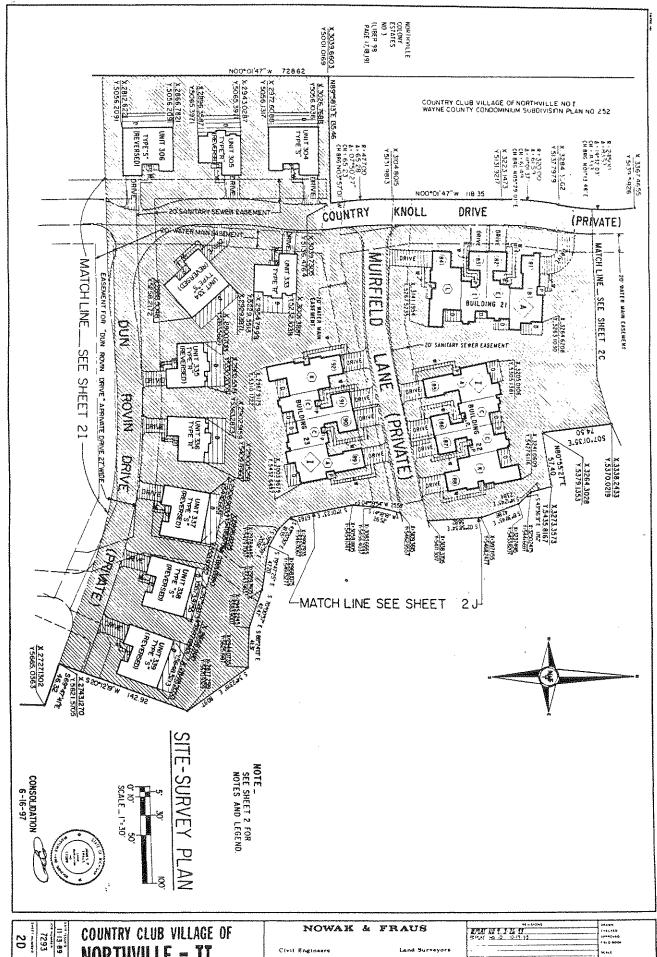
NORTHYILLE
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(L)BER 98 PAGE 17,18,19) COUNTRY CLUB VILLAGE OF NORTHVILLE 1 WAYNE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 232 20' SAHITARY SEWER EASE. -NO0 01 47 W.157.08 COUNTRY KNOLL ZT ET. WD. DRIVE (PRIVATE) MATCH LINE SEE SHEET 20 3 (3) BUILDING 17 MATCH LINE TRACE DRIVE SEE SHEET 2B X.3338.2433 Y.5370.0219 X. 3375.2597 Y. 5451.9475 GOLF COURSE AND UTILITY - HATCH LINE \_ SEE SHEET 2E - ES SITE-SURVEY PLAN

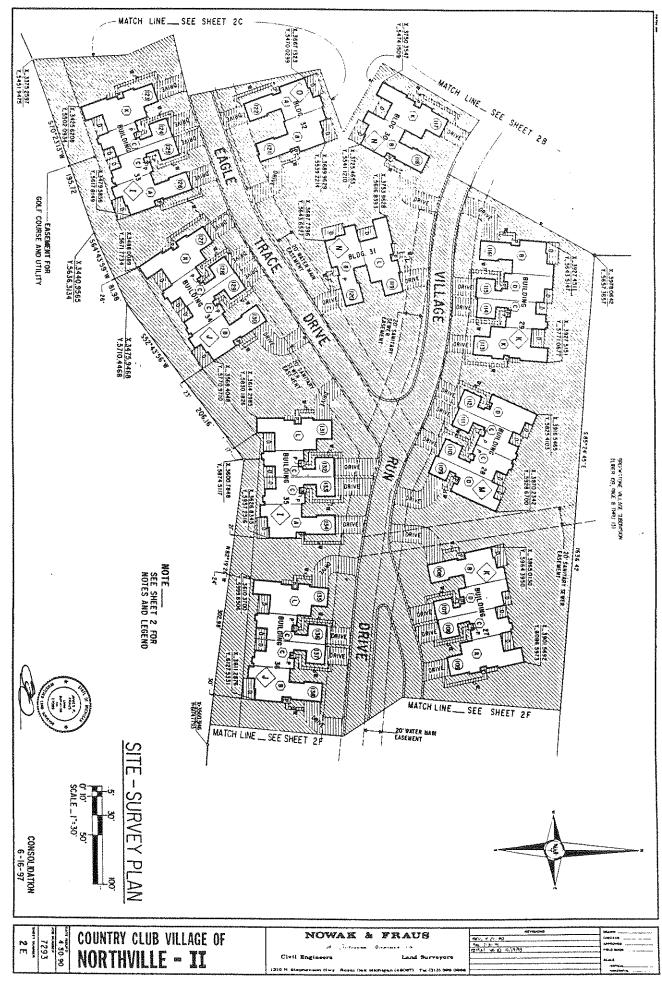
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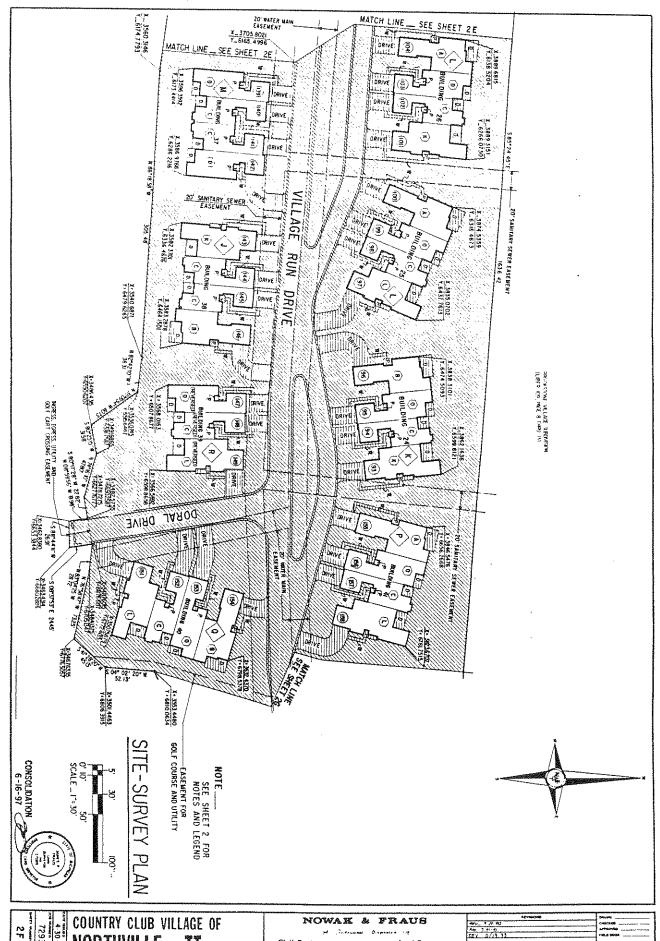
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CONSOLIDATION 6-16-97

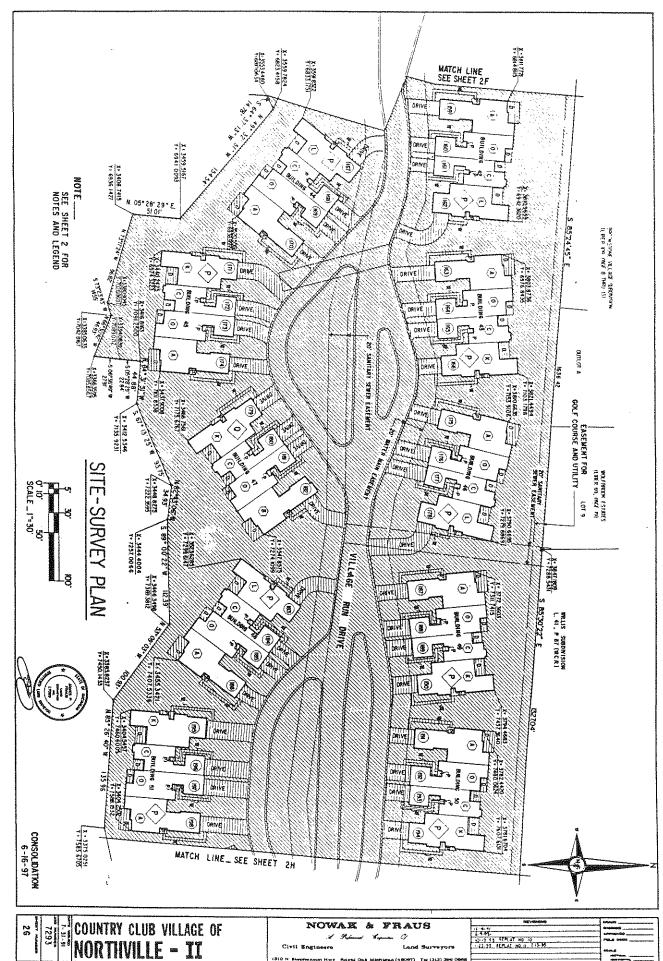


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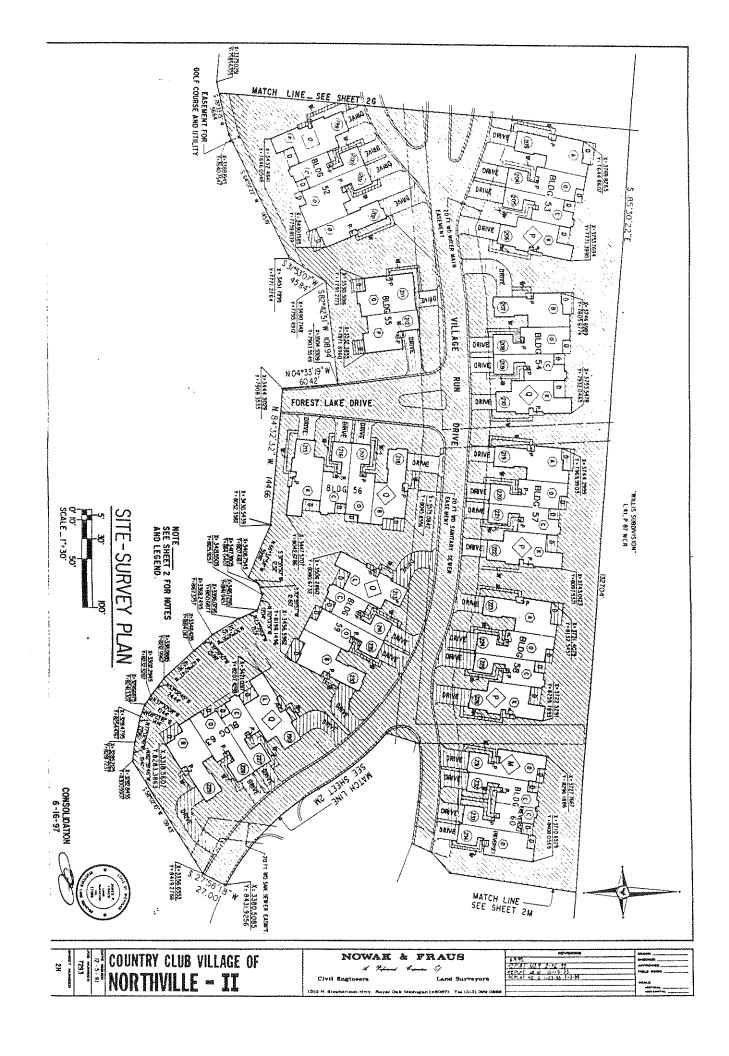


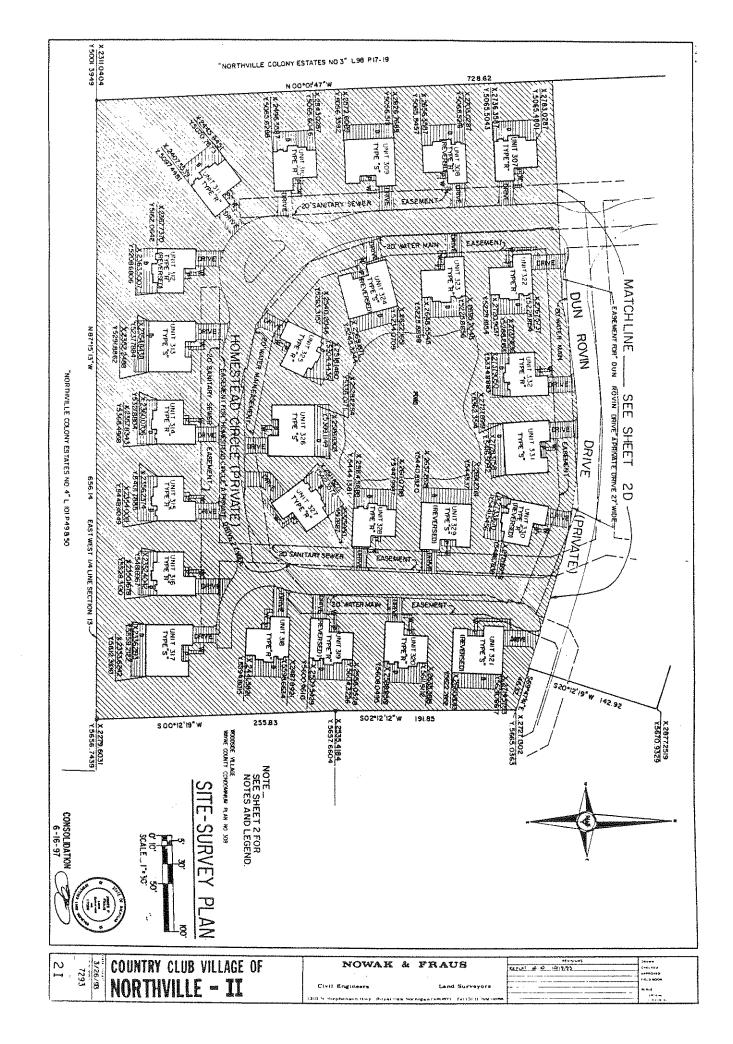


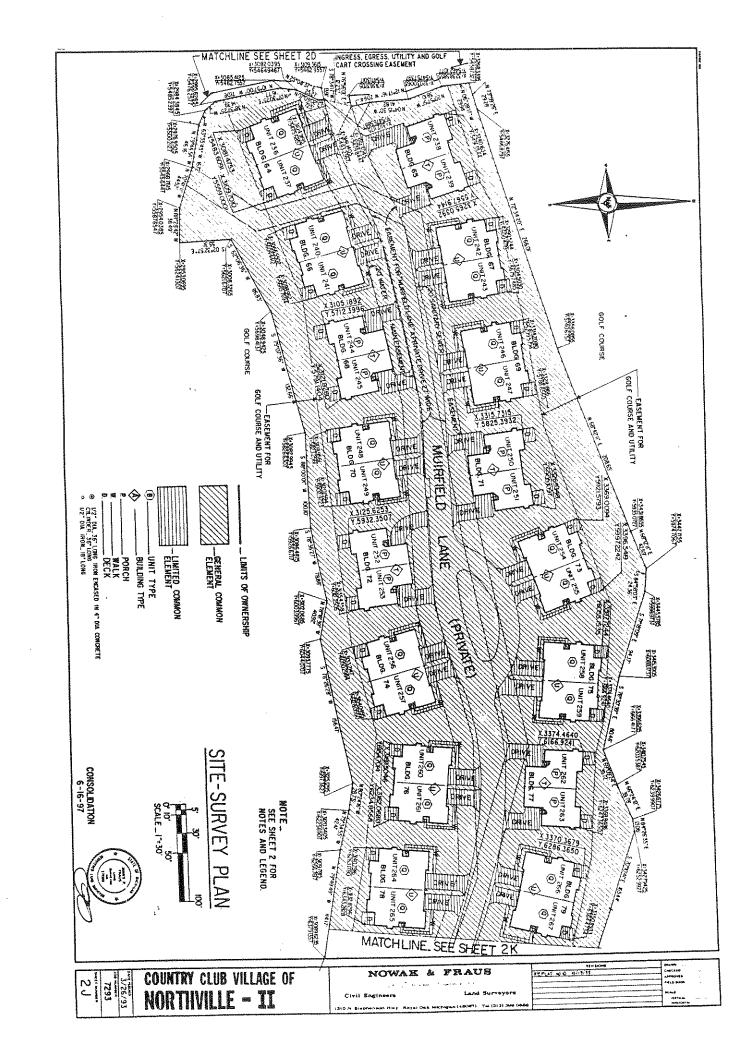
NORTHVILLE - II

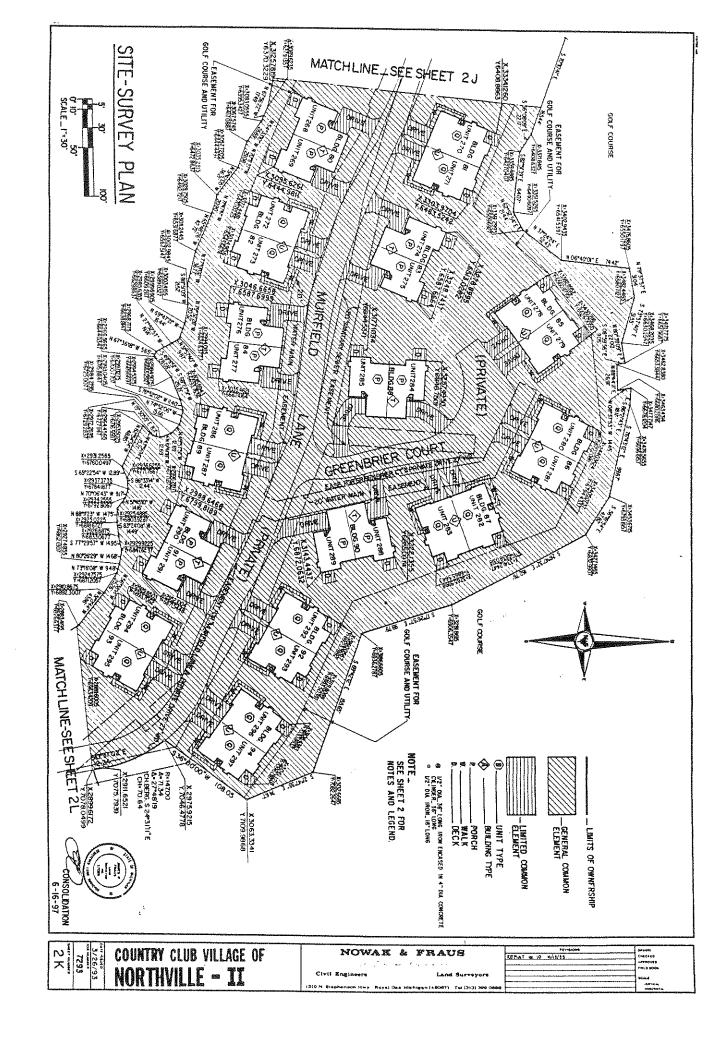


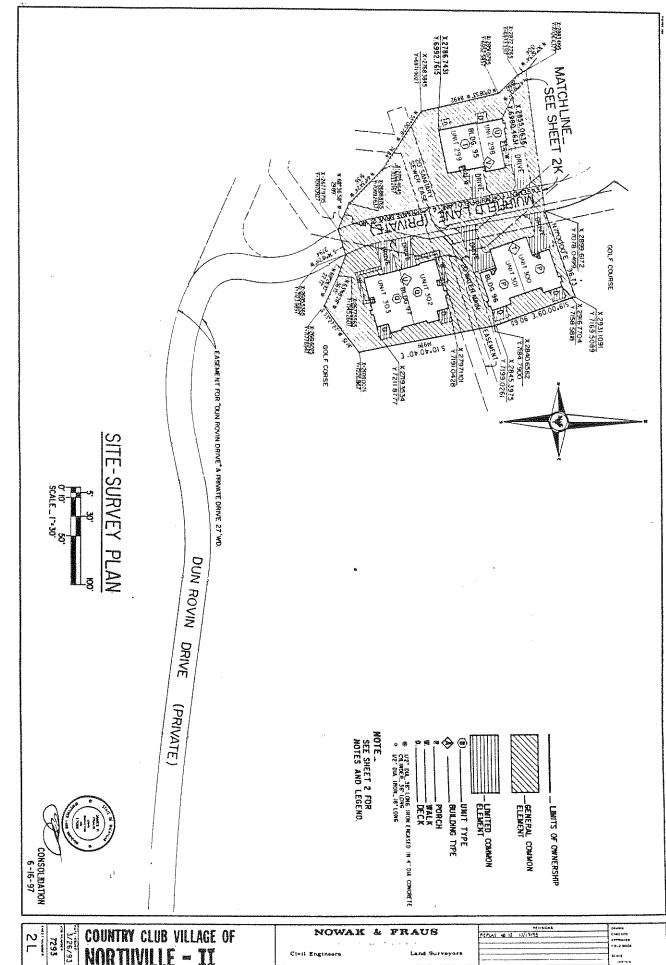
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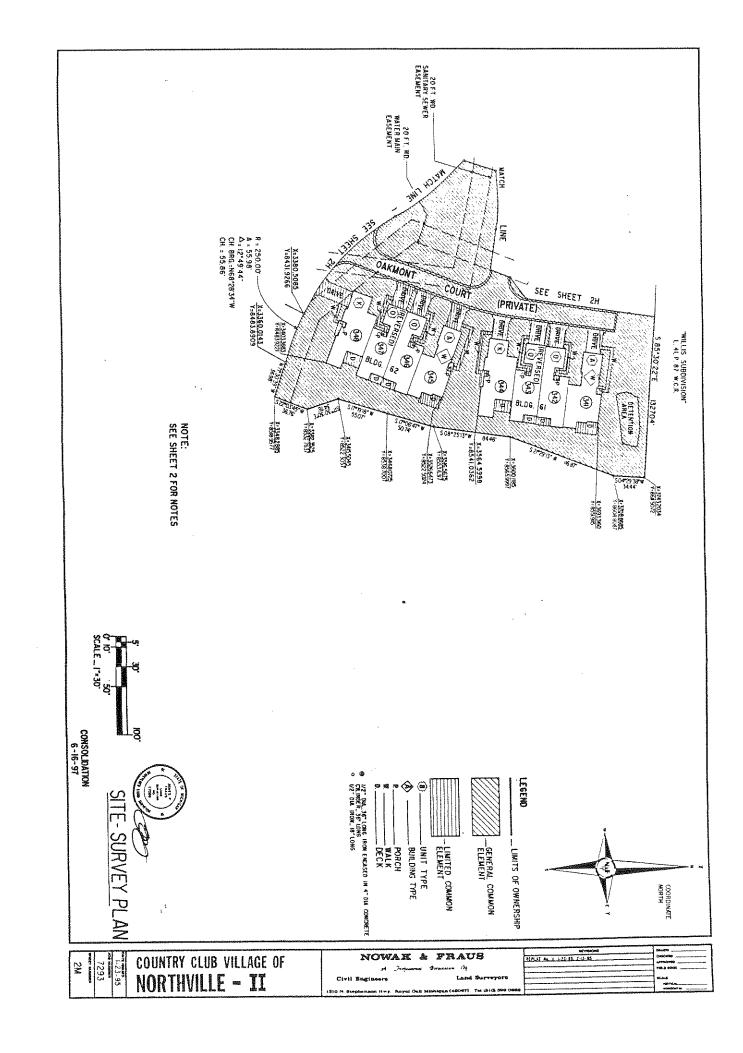


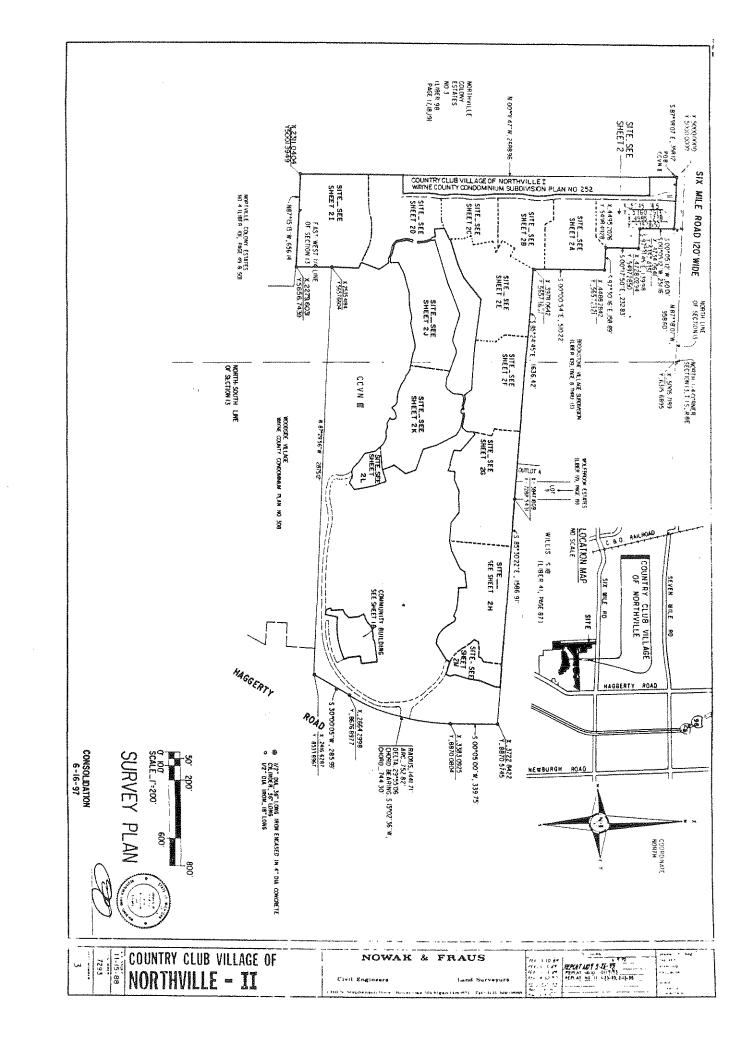


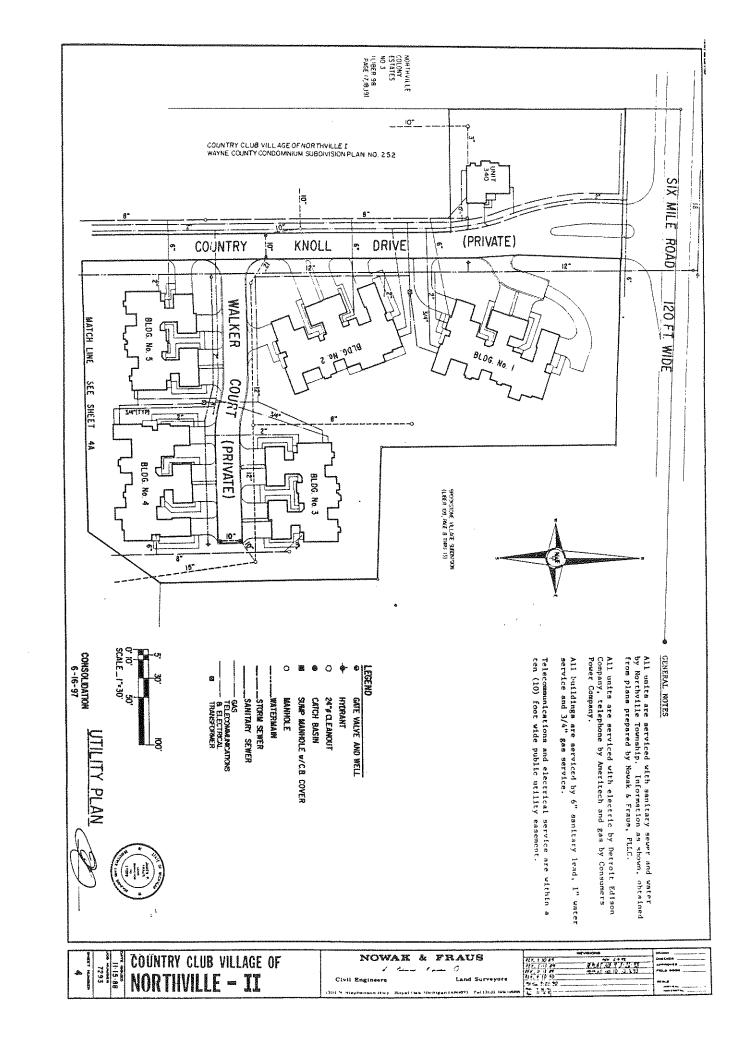


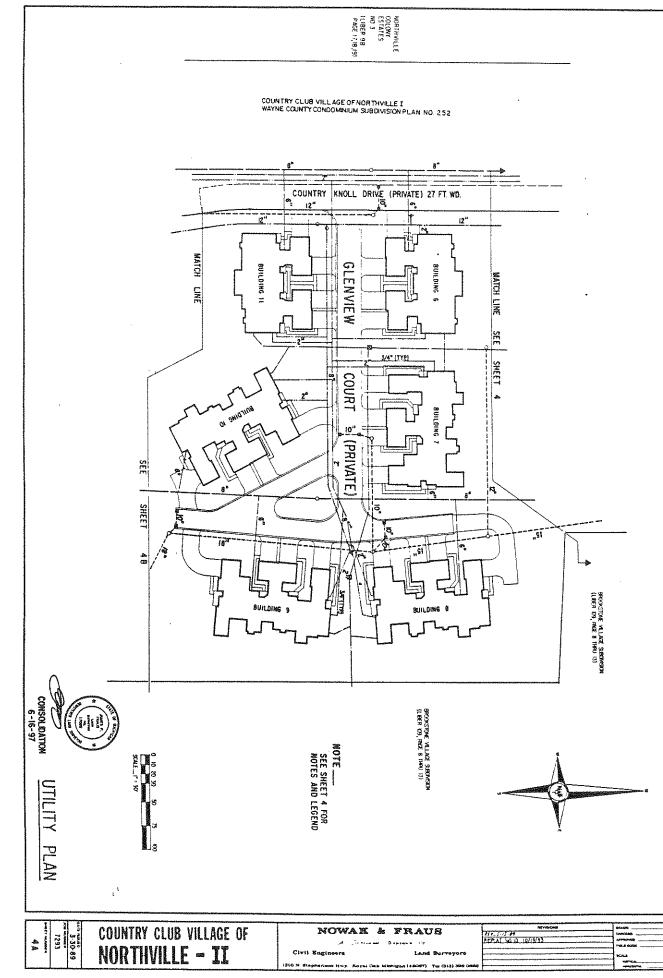


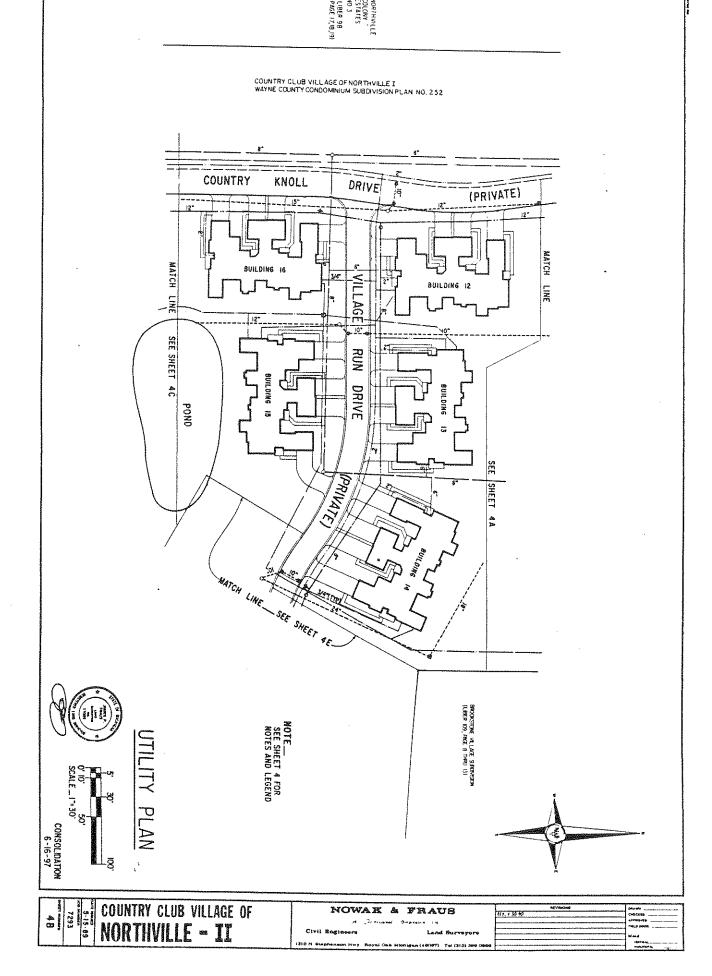
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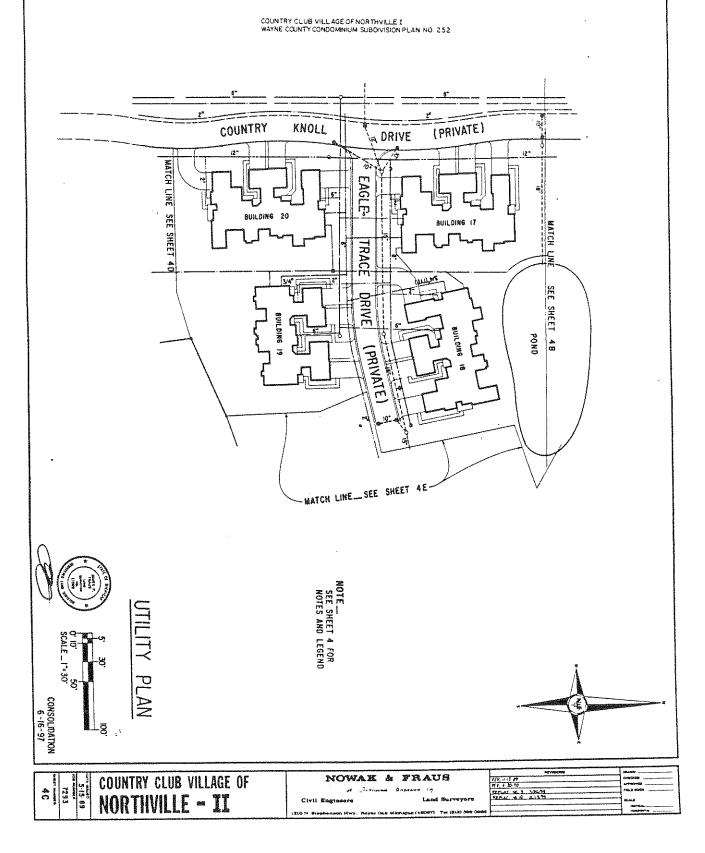


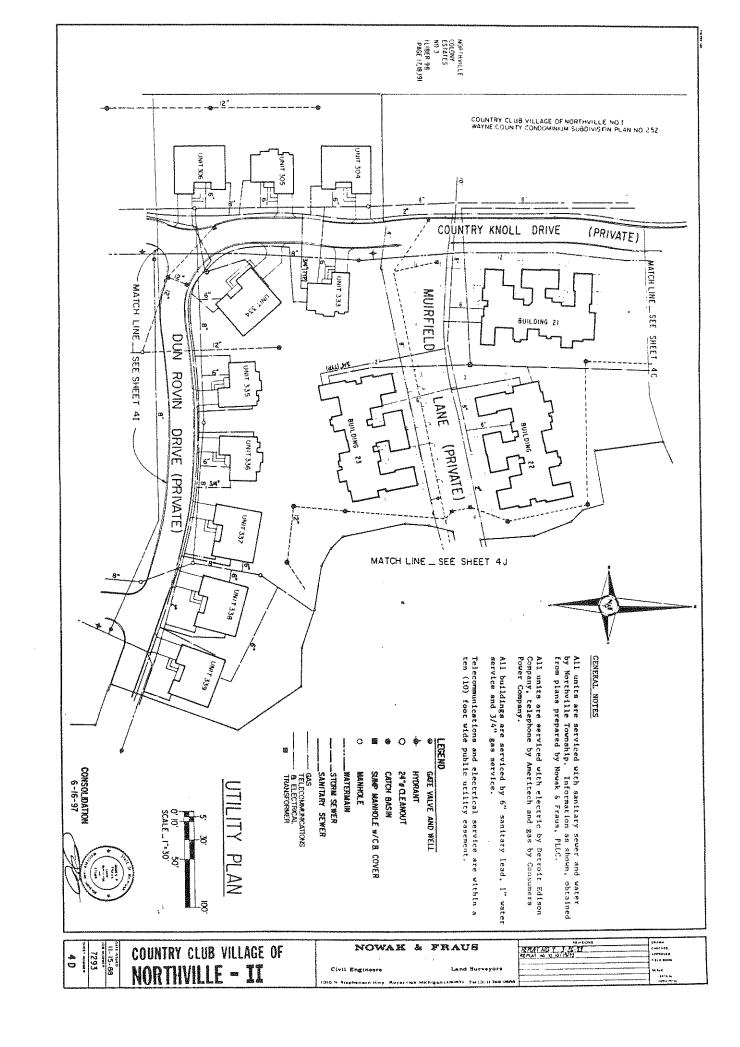


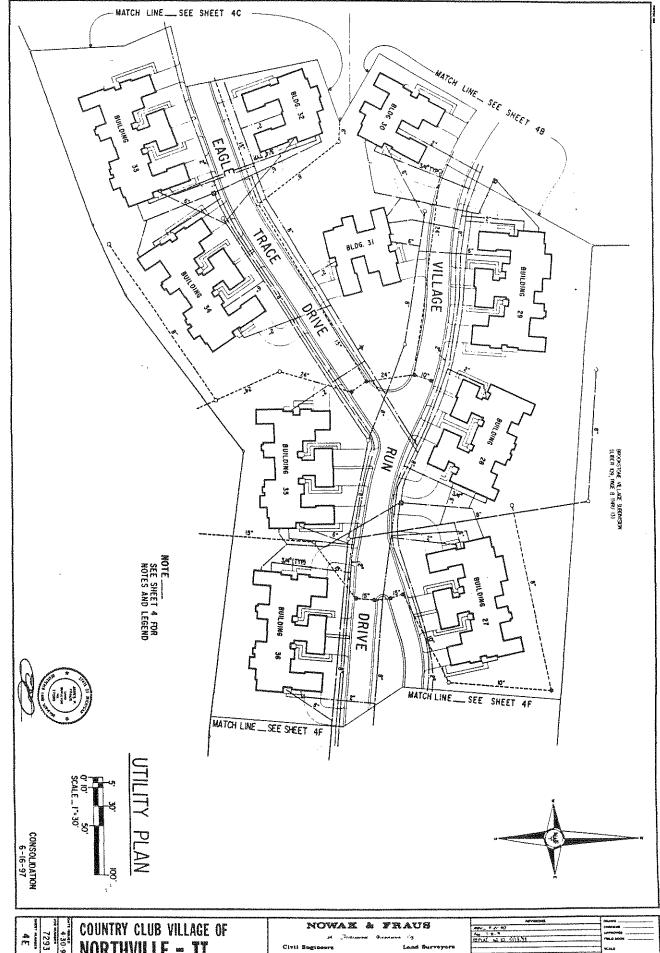




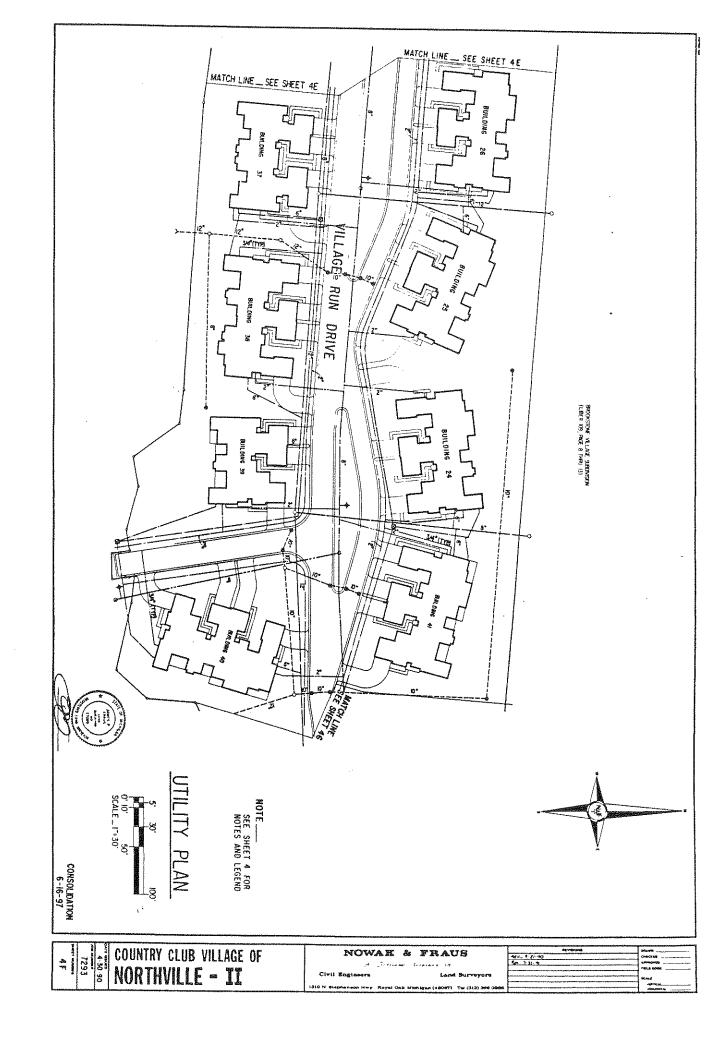


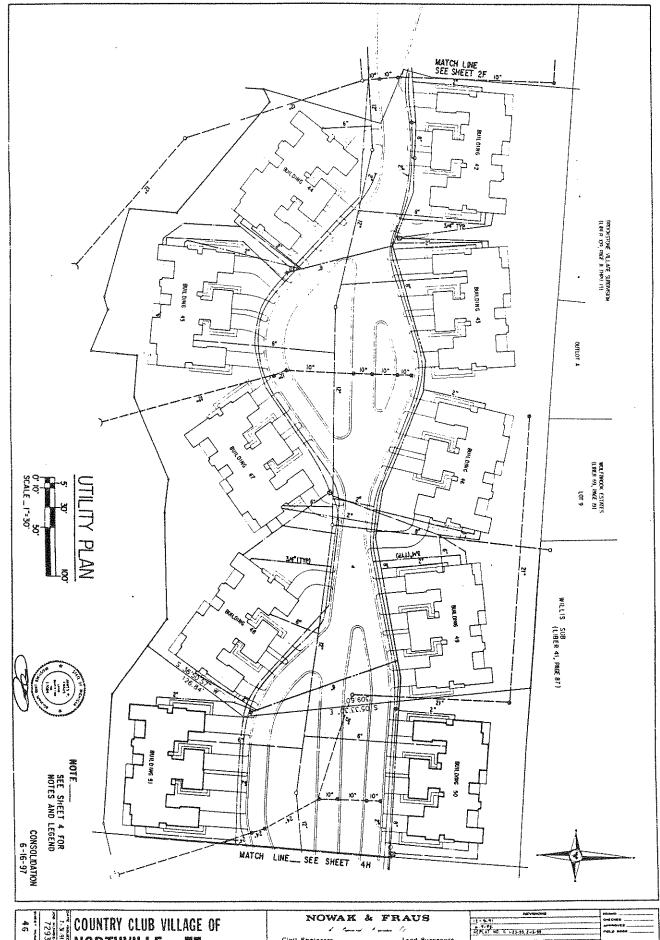




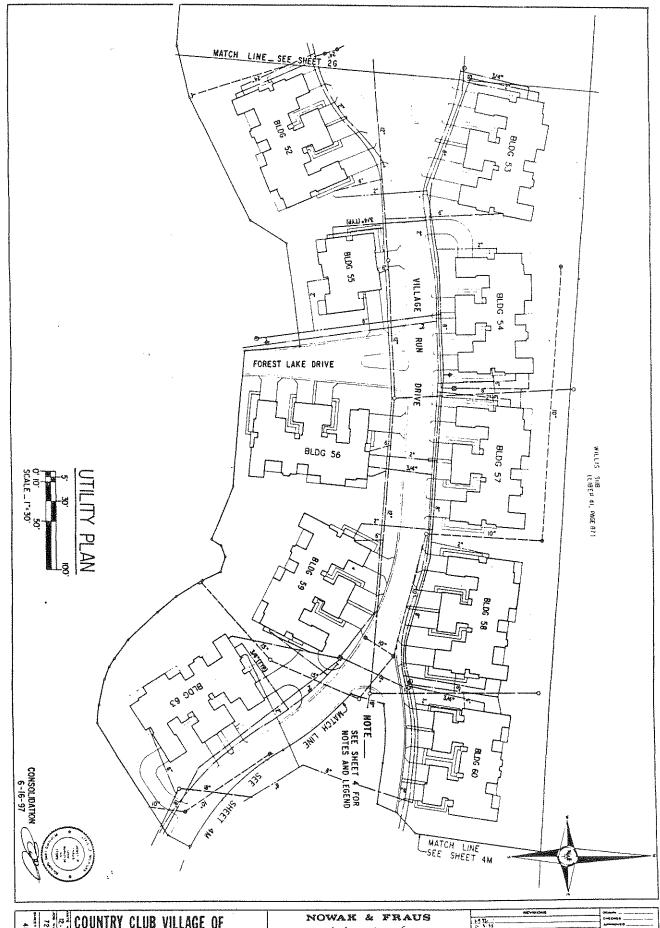


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COUNTRY CLUB VILLAGE OF NORTHVILLE - II



Civil Engineers

Civil Engineers

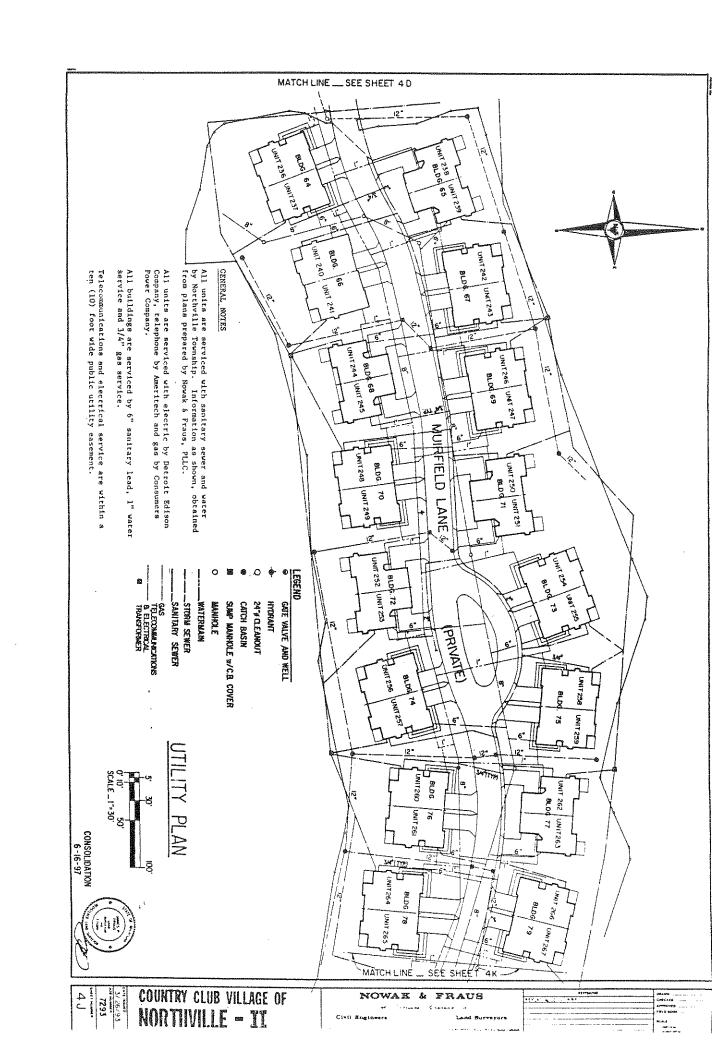
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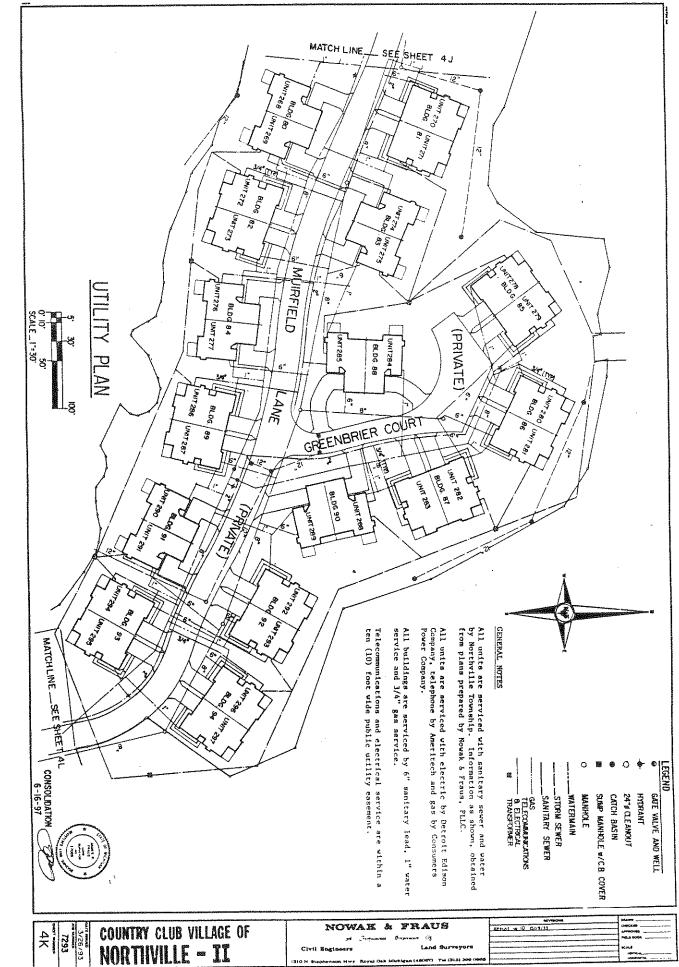
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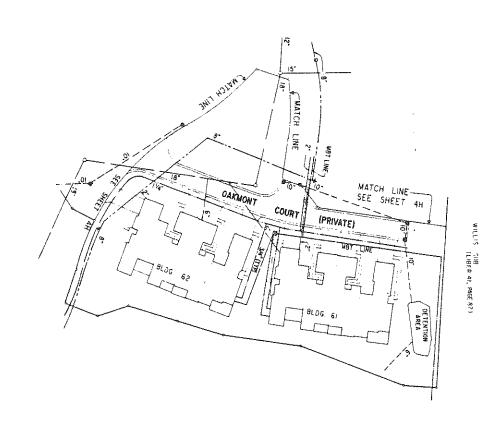
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MORFHVILLE COLOMY ESTATES NO 3 FAGE 17,18,19 UNIT 309 BOE TINU <u>a</u> UNIT 312 UNIT 322 UNIT 323 UNIT 324 6" PUN ROVIN 1417 325 HOMESTEAD نۃ MATCH LINE \_\_\_\_ SEE SHEET 40 UNIT 332 PONO NOTIVELE COLONY ESTATES
NO 4 (LIBER VOI, PAGE 49 9 50) UNIT 314 UNIT 326 CIRCLE UNIT 331 (PRIVATE) UNIT 3:5 UMIT SZI ONIT 329 (PRIVATE DNIT 316 12 DALL SINO UNIT 317 UNIT 321 All units are serviced with sanitary sever and water by Horthville Township. Information as shown, obtained from plans prepared by Howak & Fraus. PLUC. Telecommunications and electrical service are ten (10) foot wide public utility easement. All unit; are serviced with electric by Detroit Edison Company, telephone by Ameritech and gas by Consumers Power Company. All buildings are serviced by  $6^{\prime\prime}$  sanitary lead, service and  $3/4^{\prime\prime}$  gas service. GENERAL MOTES WOODSENE VELLAGE WAYNE COUNTY COHODWARKUM PLAN HO. 308 or io: 50° SCALE\_!"=30' CONSOLDATION 6-16-97 TY PLAN SANITARY SEWER - GAS TELECOMMANACATIONS - B. ELECTRICAL TRANSFORMER WATERMAIN HYDRAHT SUMP MANHOLE W/CB COVER CATCH BASIN 24" (CLEANOUT GATE VALVE AND WELL MANHOLE. 3/26/93 3/26/93 20 Marienta 7293 COUNTRY CLUB VILLAGE OF NOWAE & FRAUS SEPTAL WO D 19/11-13 NORTHWILE - II Civil Spen









## CENERAL NOTES

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TELECOMMUNICATIONS
8 ELECTRICAL
TRANSFORMER

All units are serviced with sanitary sever and water by Northville Township. Information as shown, obtained from plans prepared by Novak & Fraus, PLLC.

All units are serviced with electric by Detroit Edison Company, telephone by Ameritech and gas by Consumers Power Company.

All buildings are serviced by 6" sanitary lead, 1" water service and 3/4" gas service.

Telecommunications and electrical service are within a ten (10) foot wide public utility easement.



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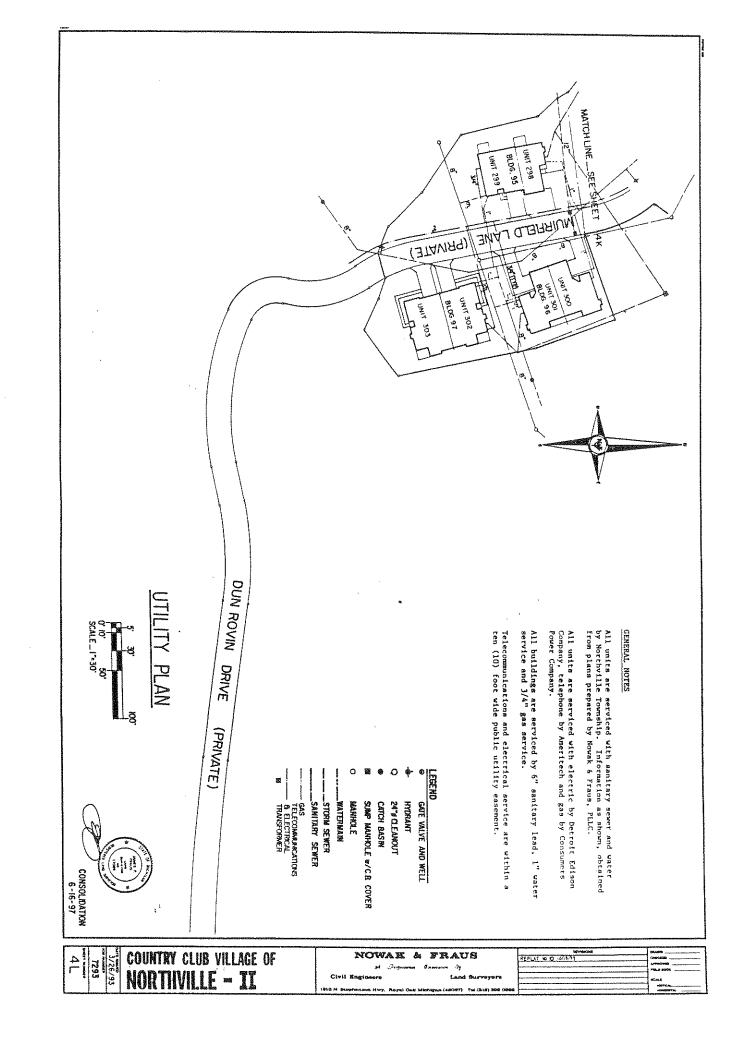
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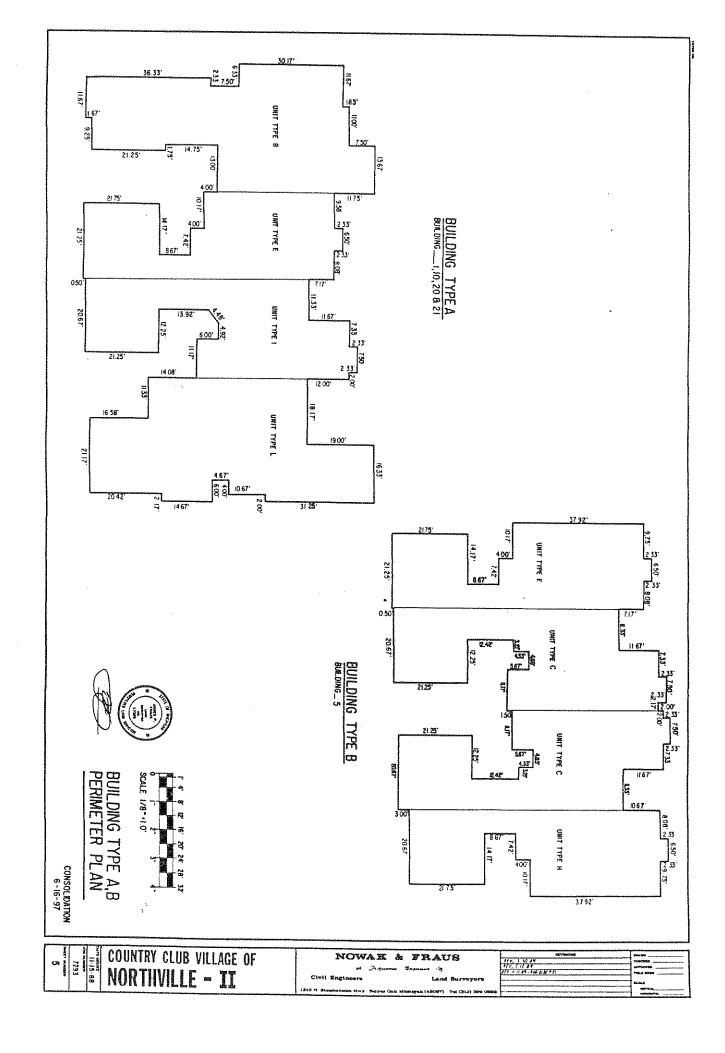
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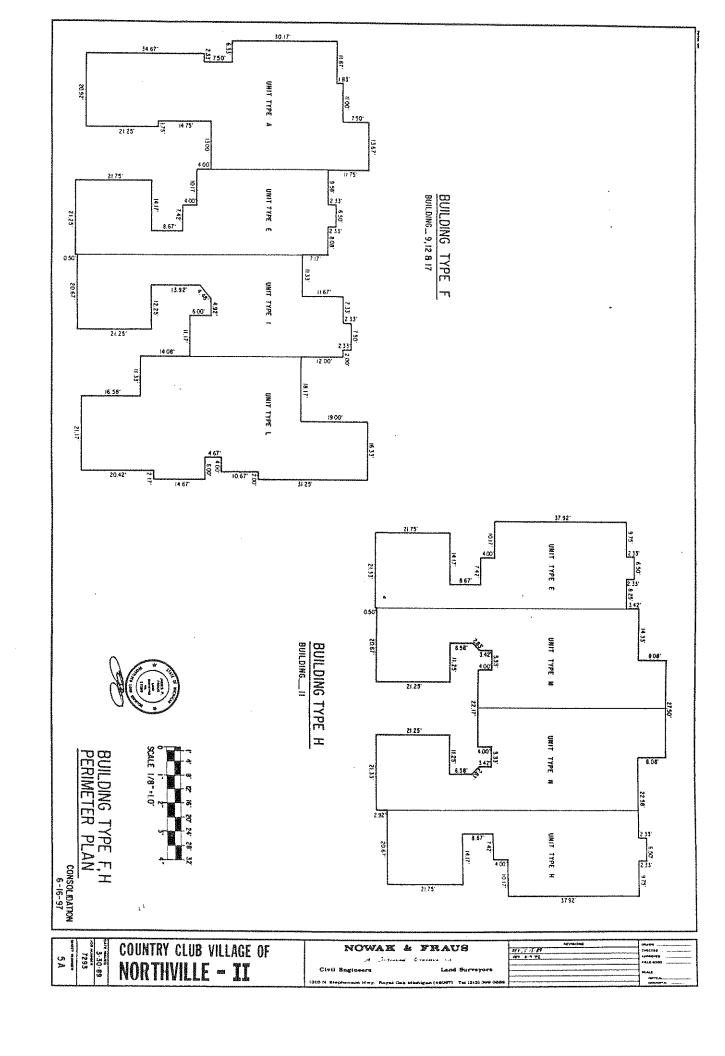
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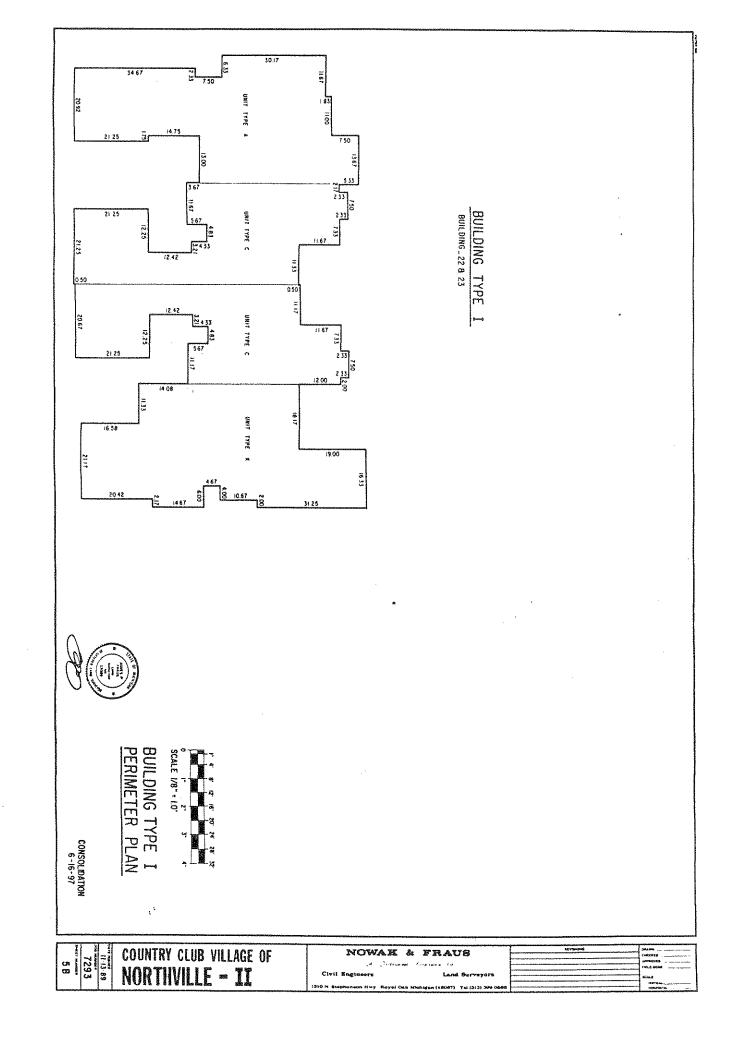
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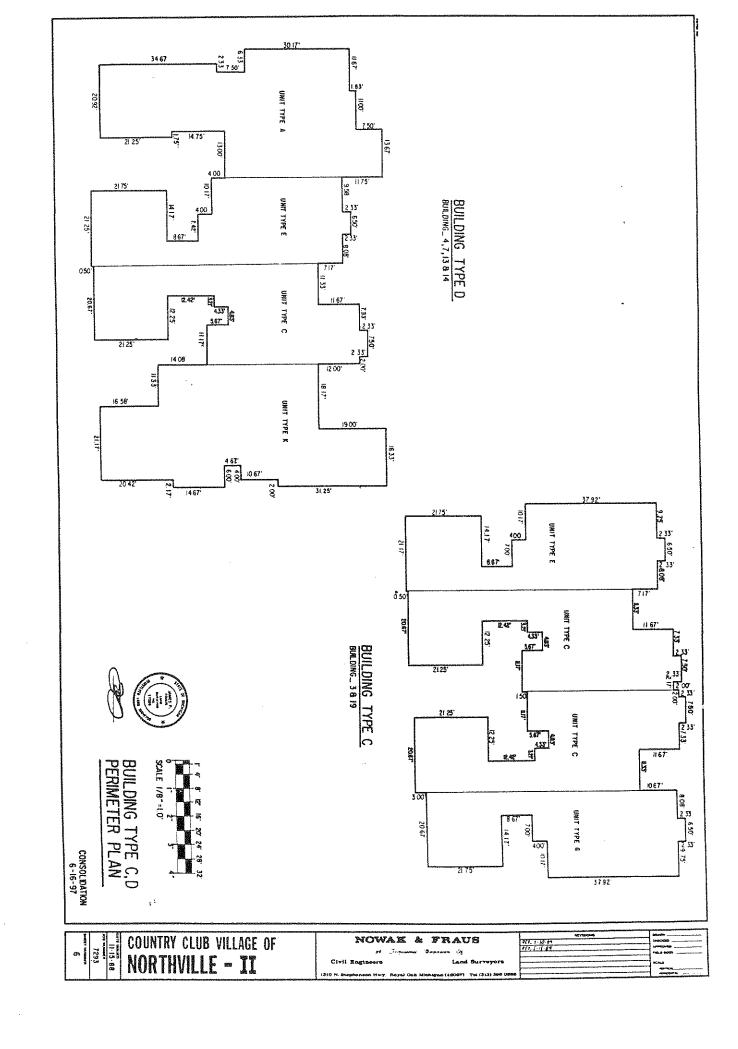
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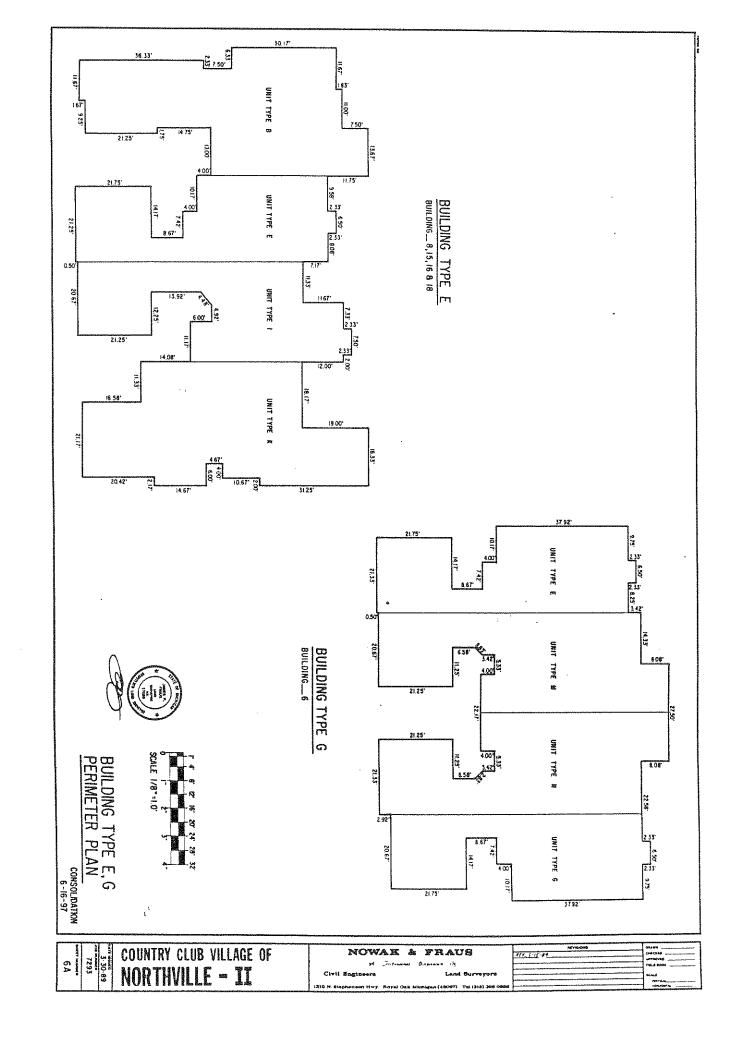


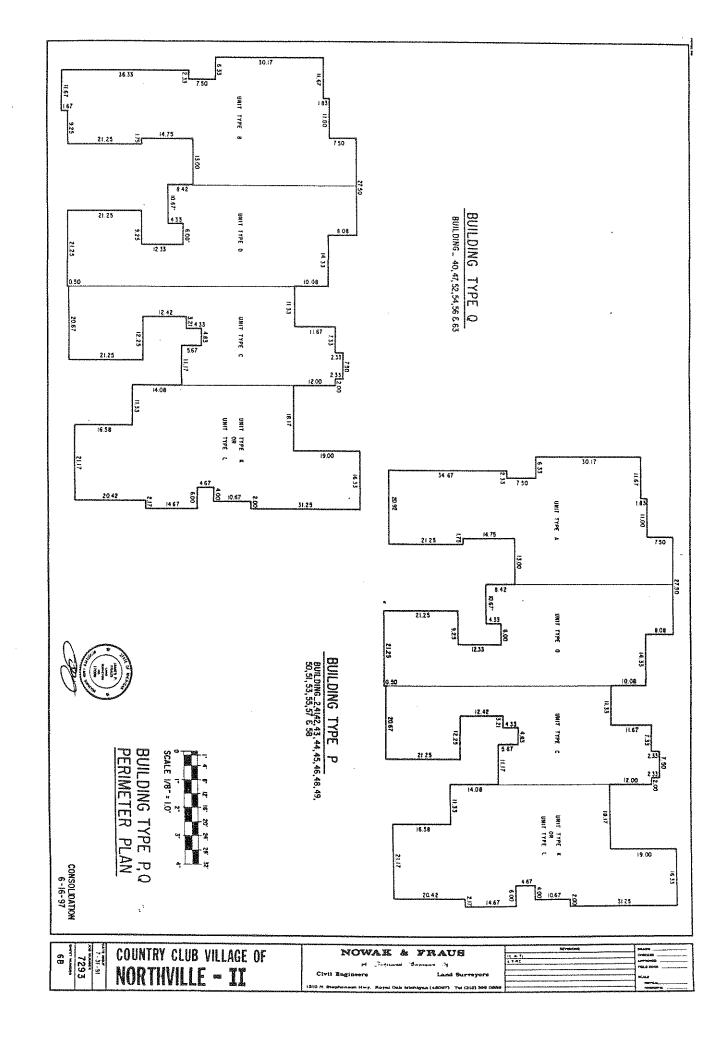


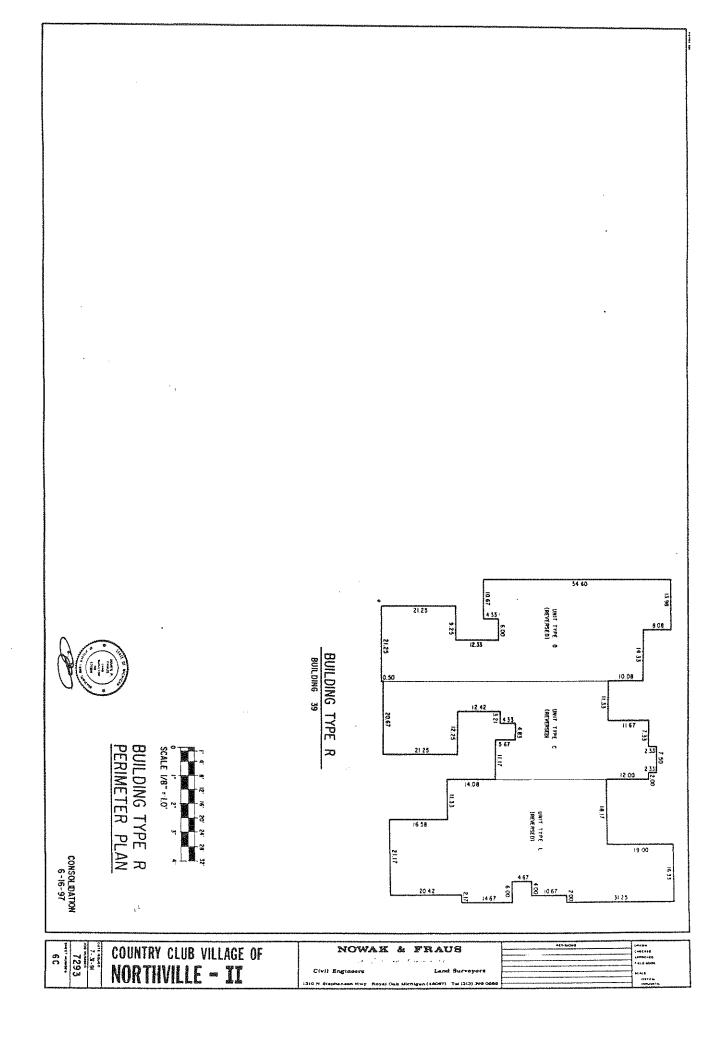


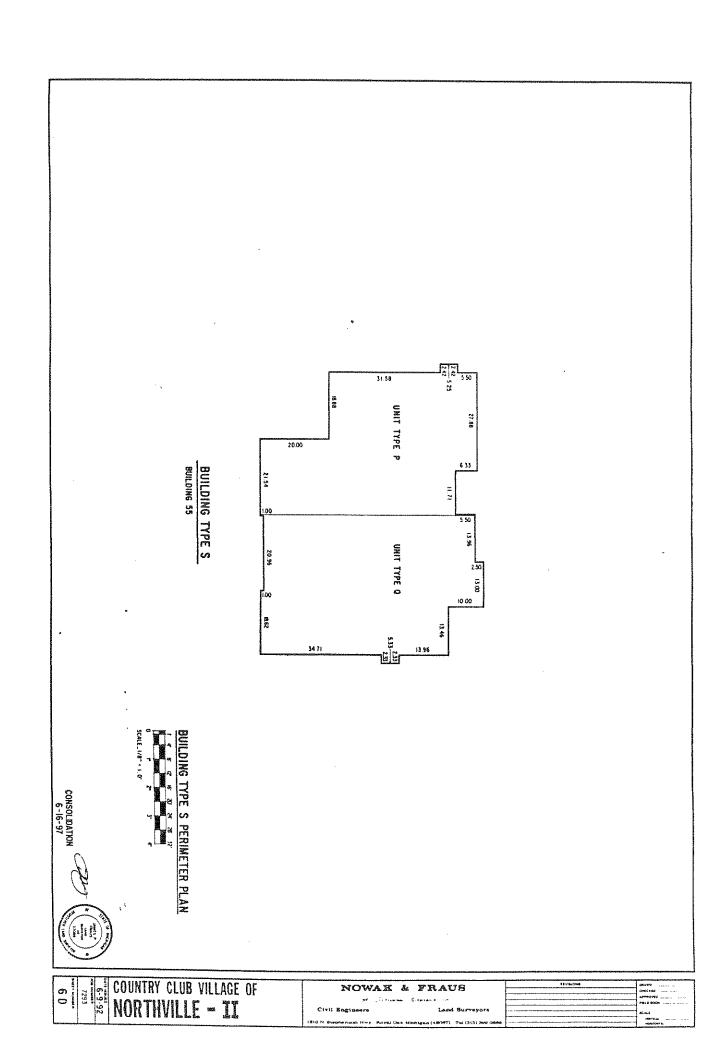












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BUILDING TYPE"T"

BUILDING NUMBERS .. 65,88,71,72,77,80,83,84,88,90,91,96

BUILDING TYPE"T PERIMETER PLAN

COUNTRY CLUB VILLAGE OF NORTHVILLE - II

CONSOLIDATION 6-16-97

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COUNTRY CLUB VILLAGE OF NORTHVILLE - II

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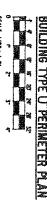
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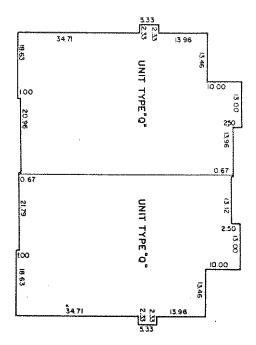
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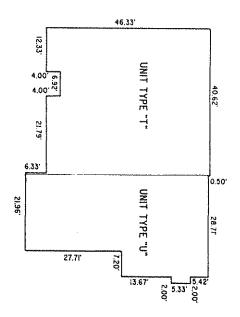
CONSOLIDATION 6-16-97







BUILDING TYPE"U" BUILDING NUMBERS\_\_64,66,67,69,70,73,74,75,76,78,79, 81,82,85,86,87,89,92,93,94,95,97 BUILDING TYPE "V"



BUILDING TYPE V PERIMETER PLAN



CONSOLIDATION 6-16-97

COUNTRY CLUB VILLAGE OF NORTHVILLE - II

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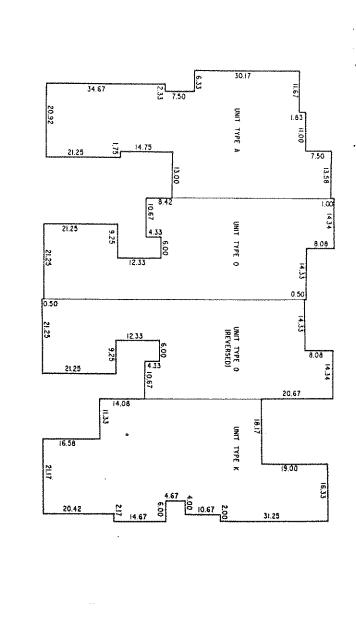
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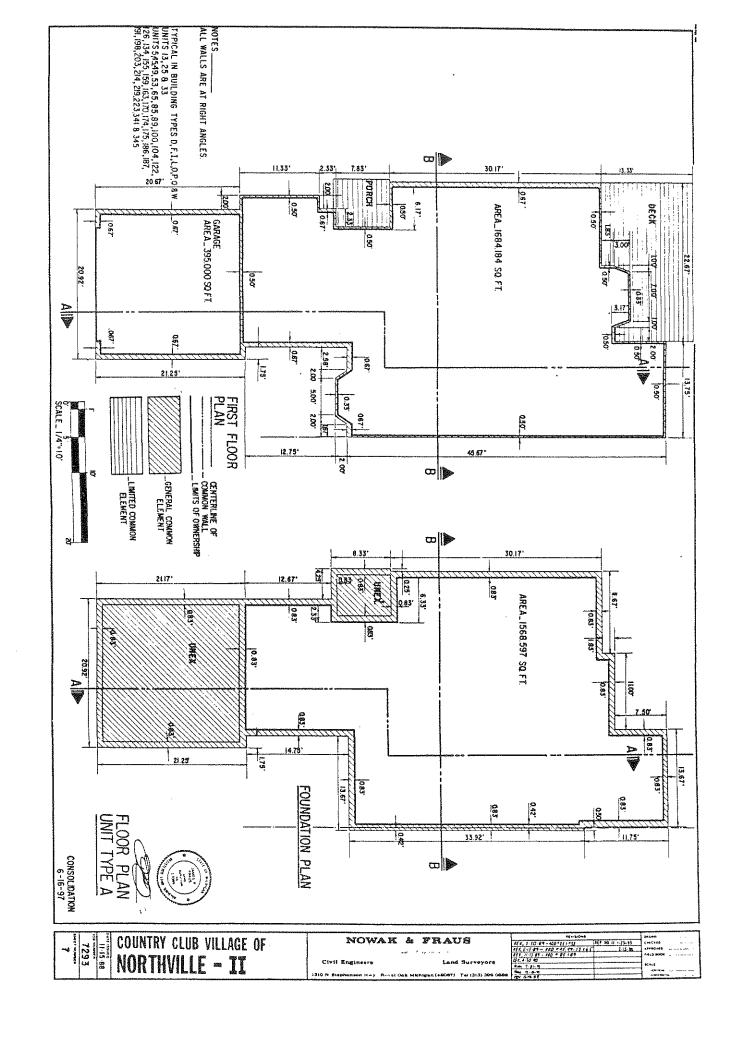


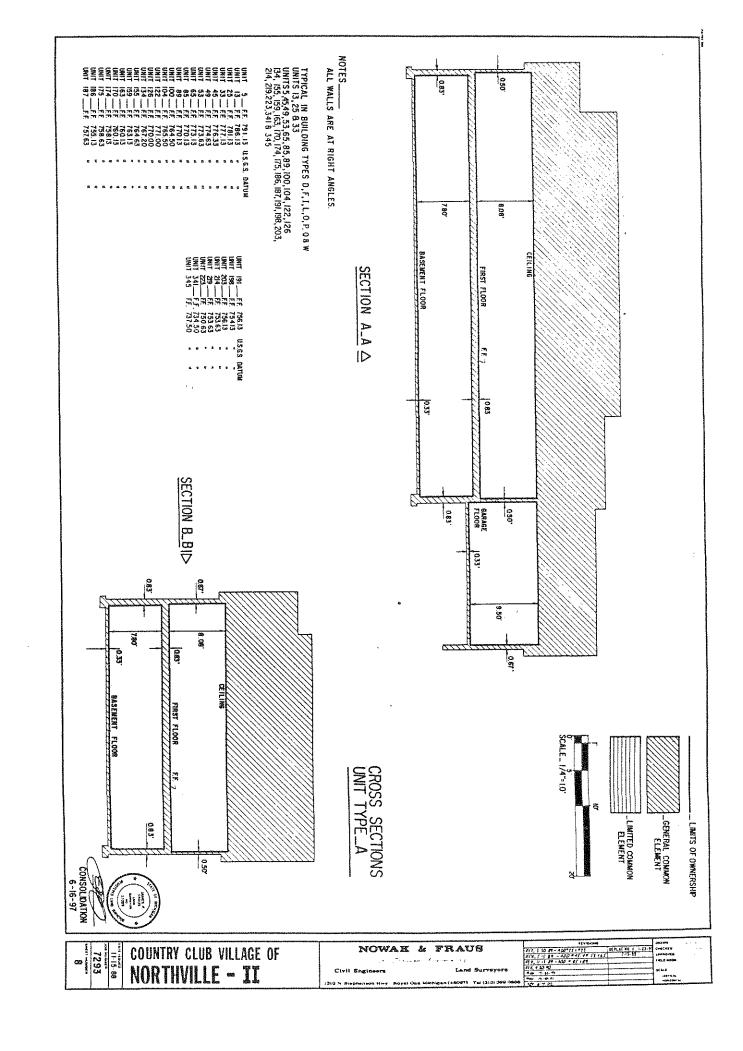
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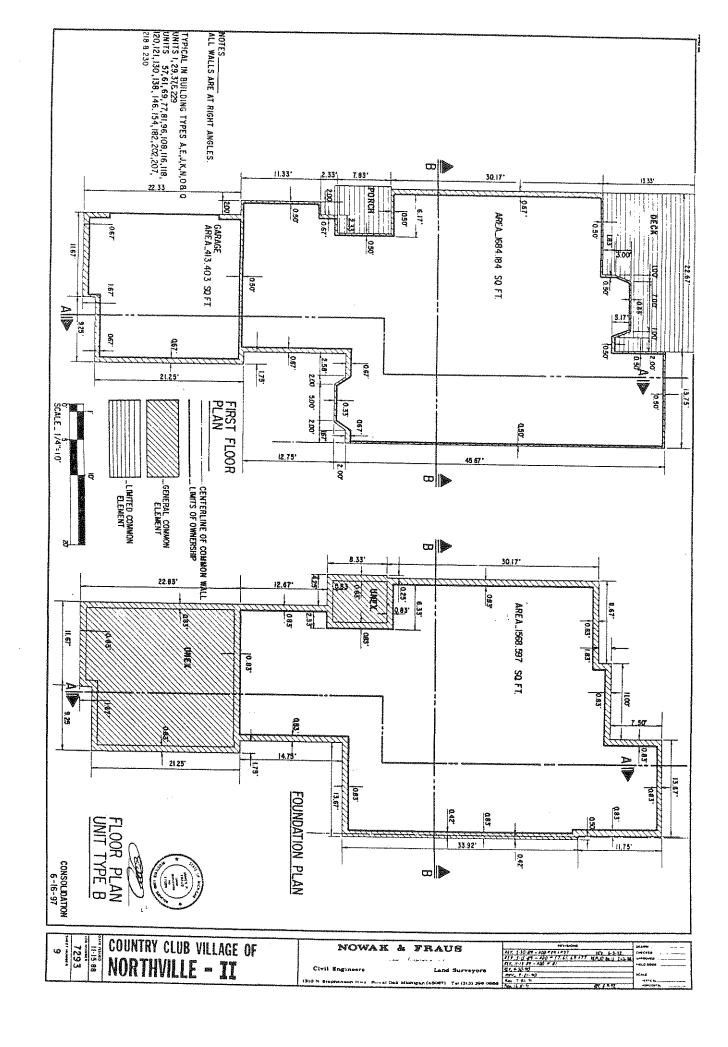


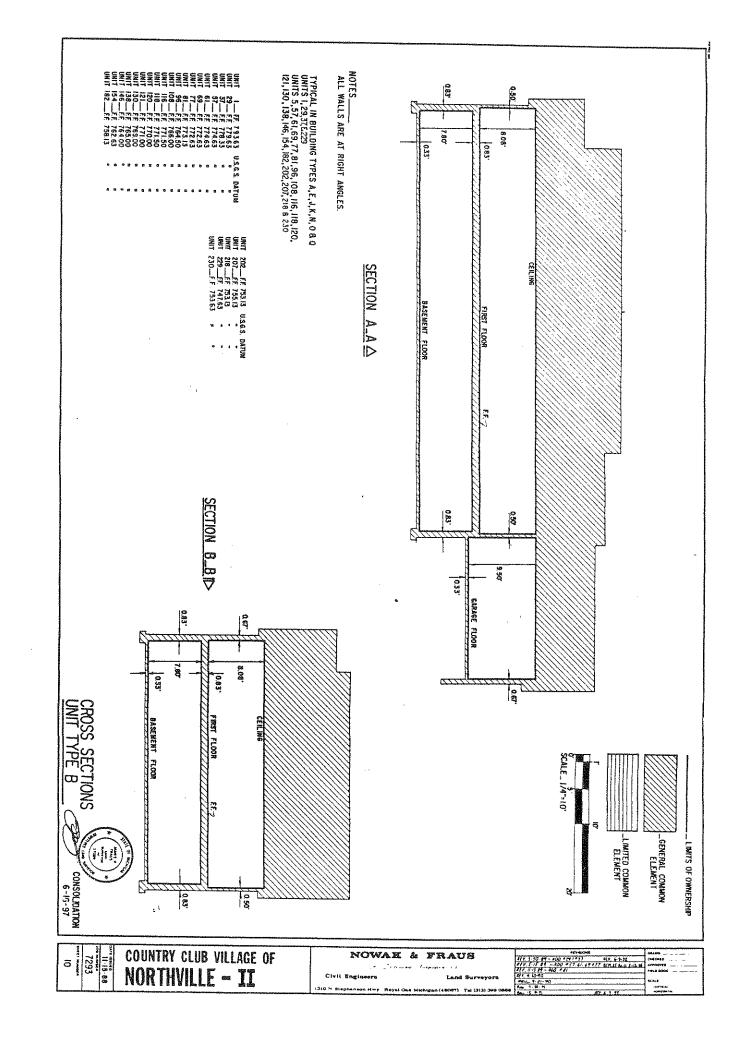
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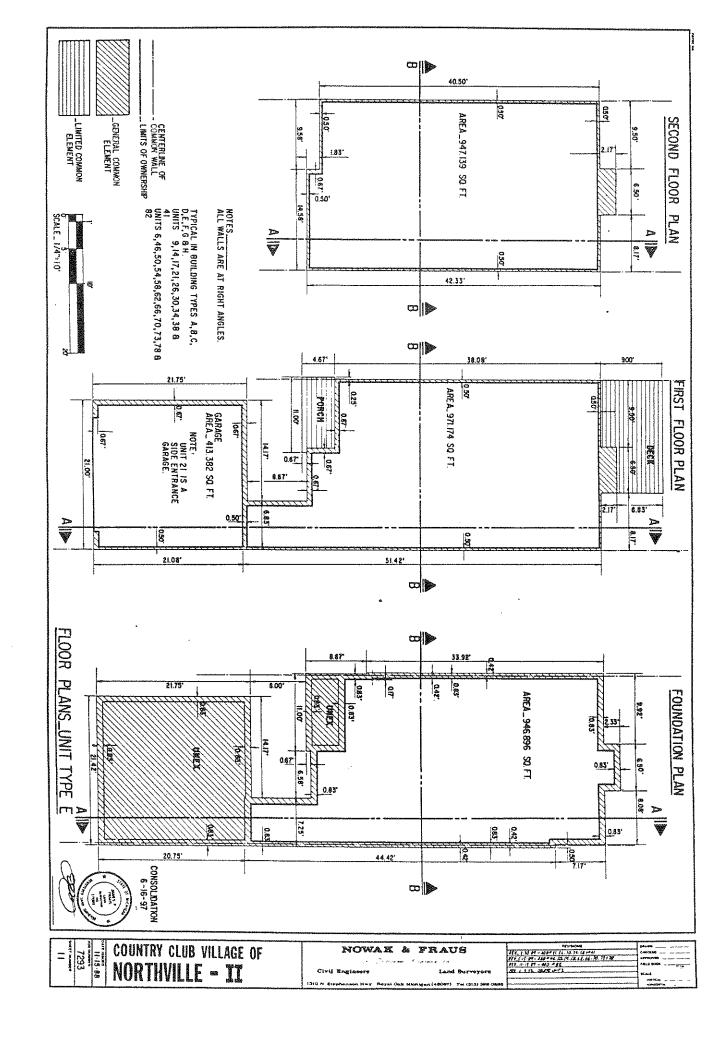
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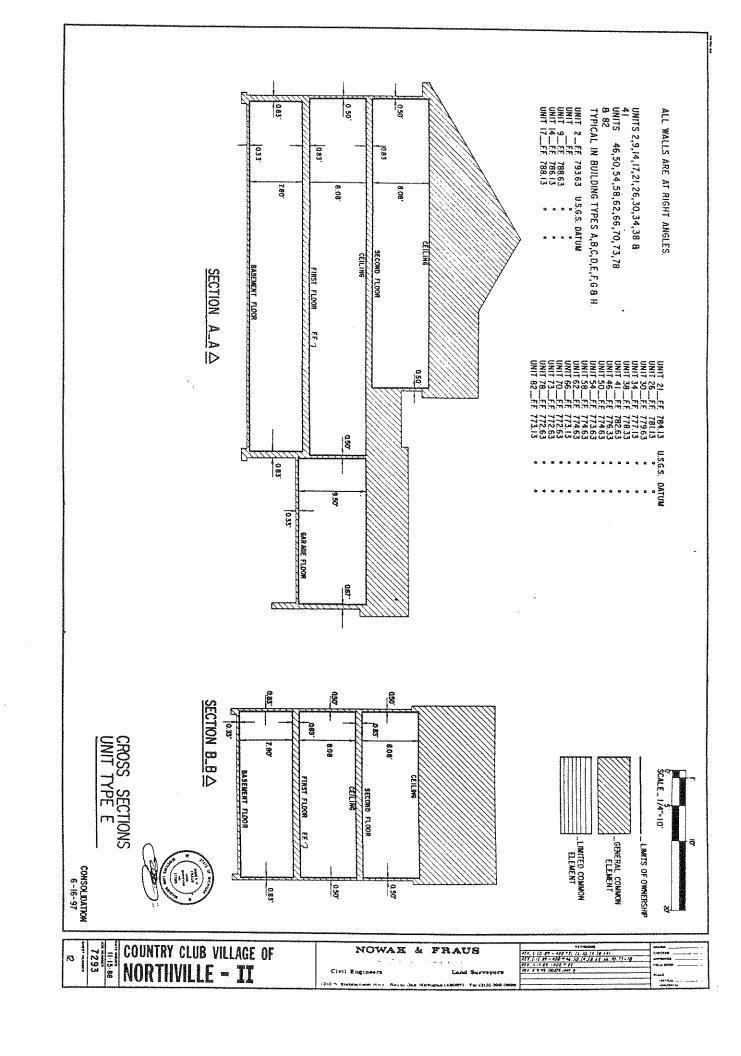


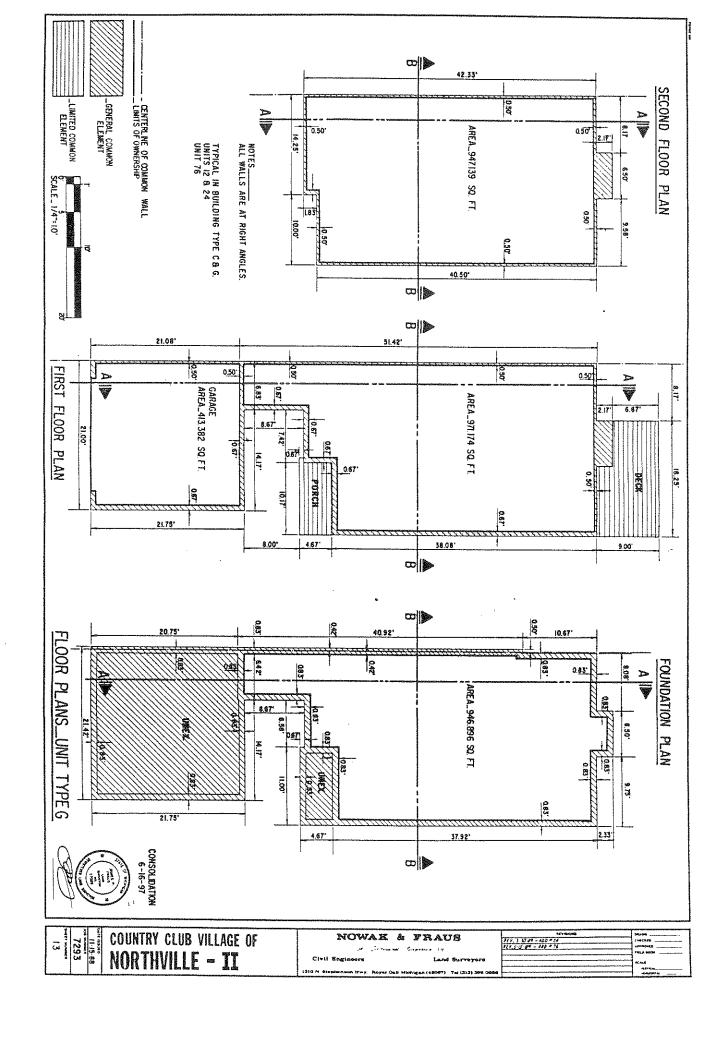


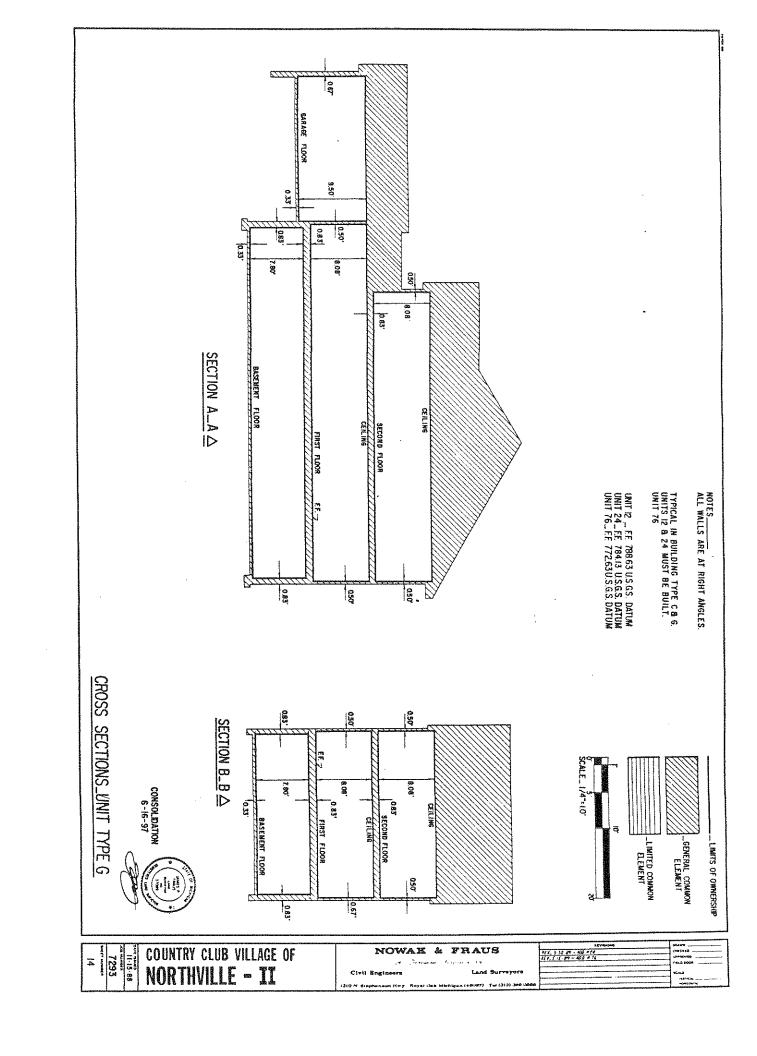


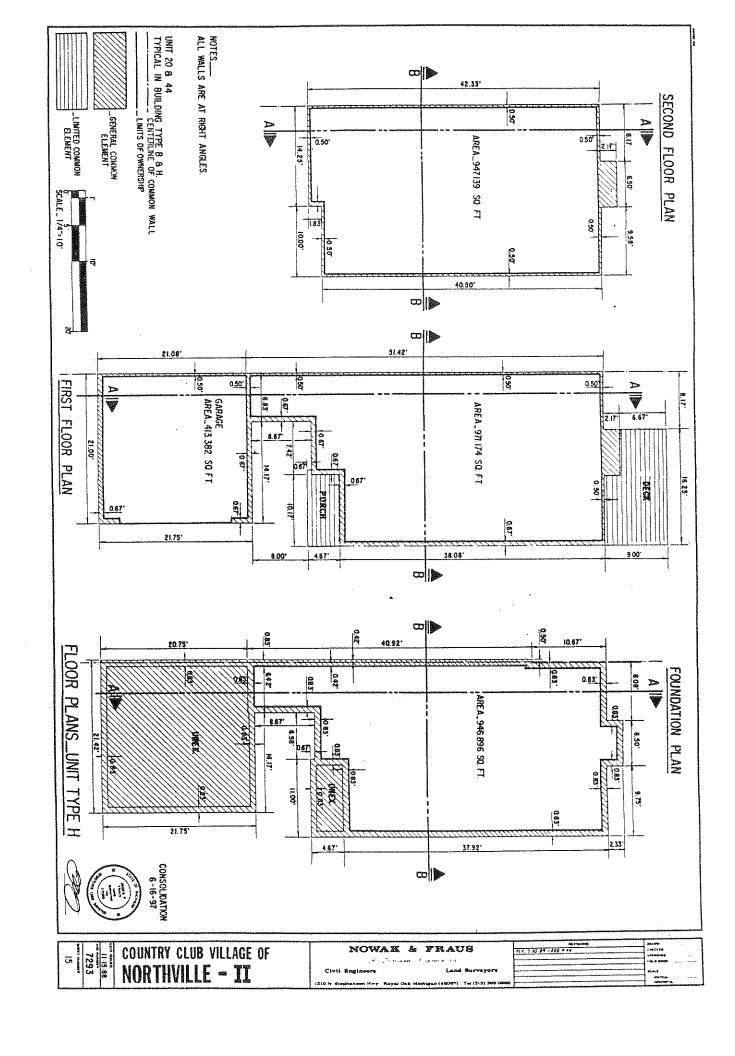


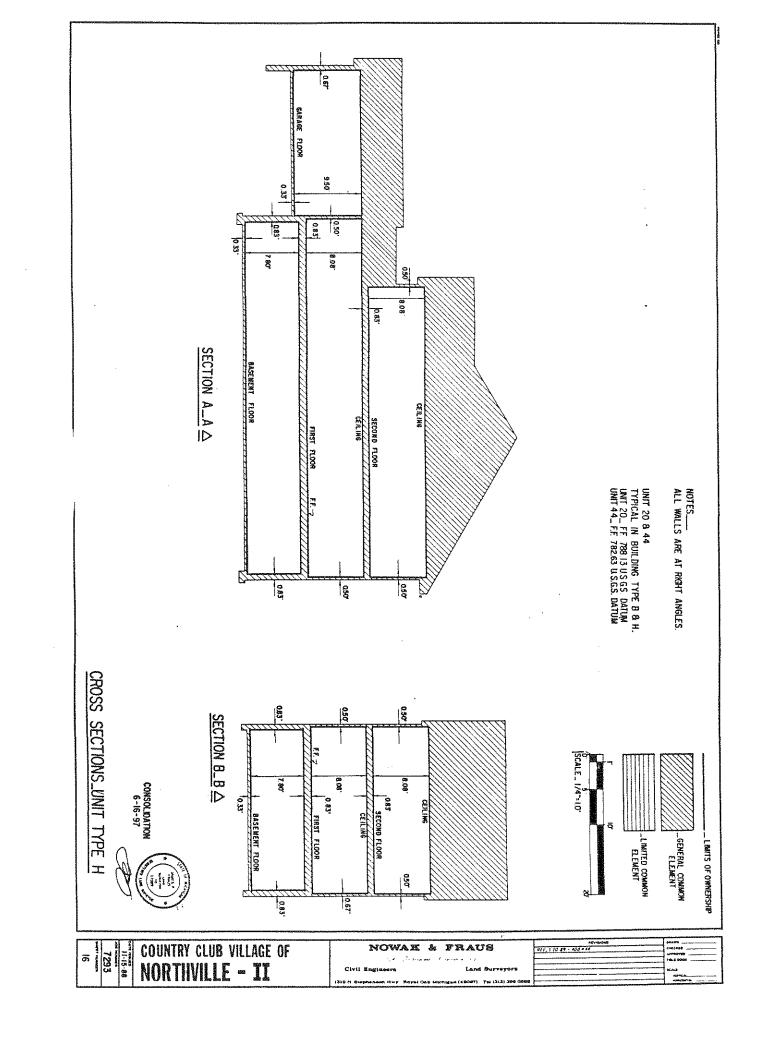


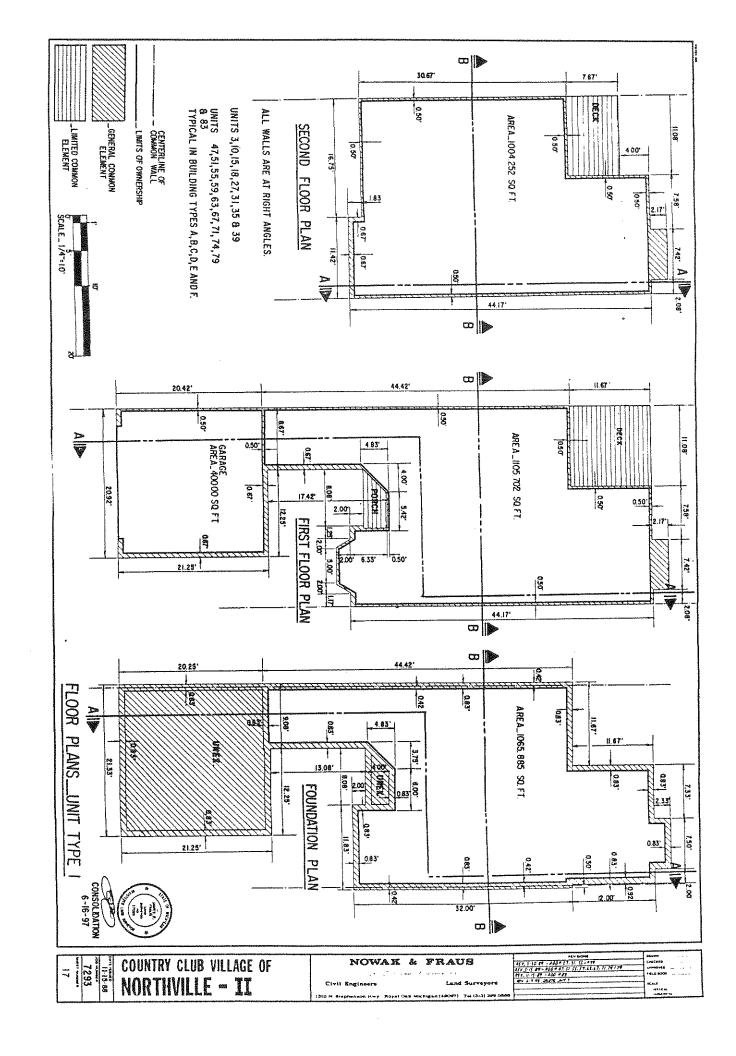


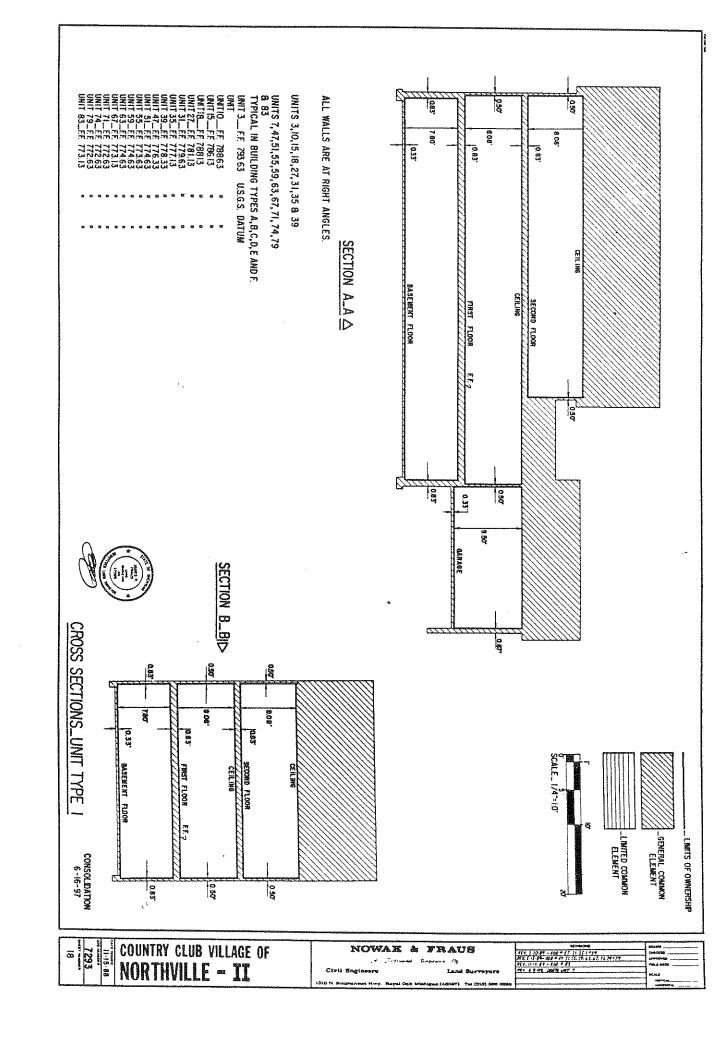


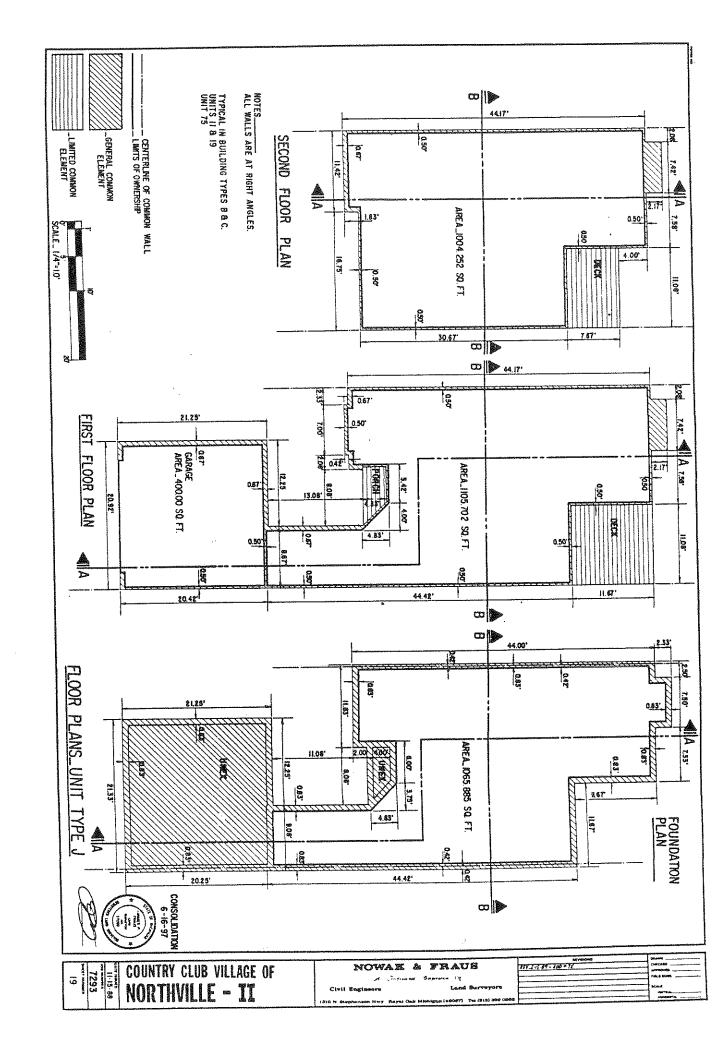


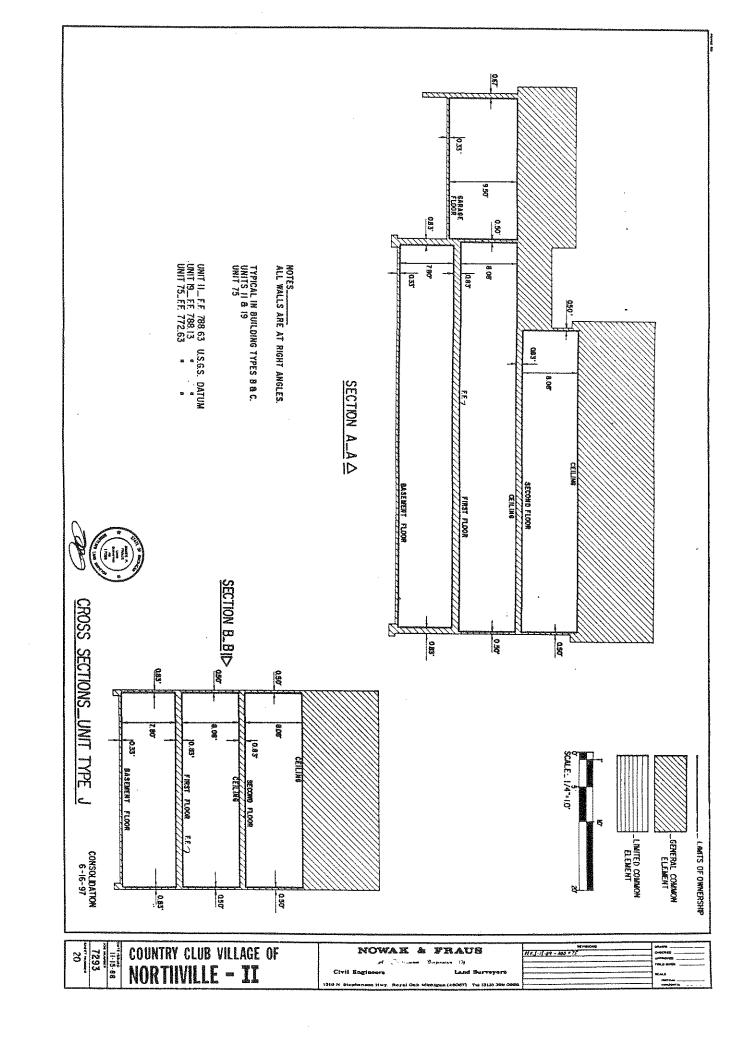


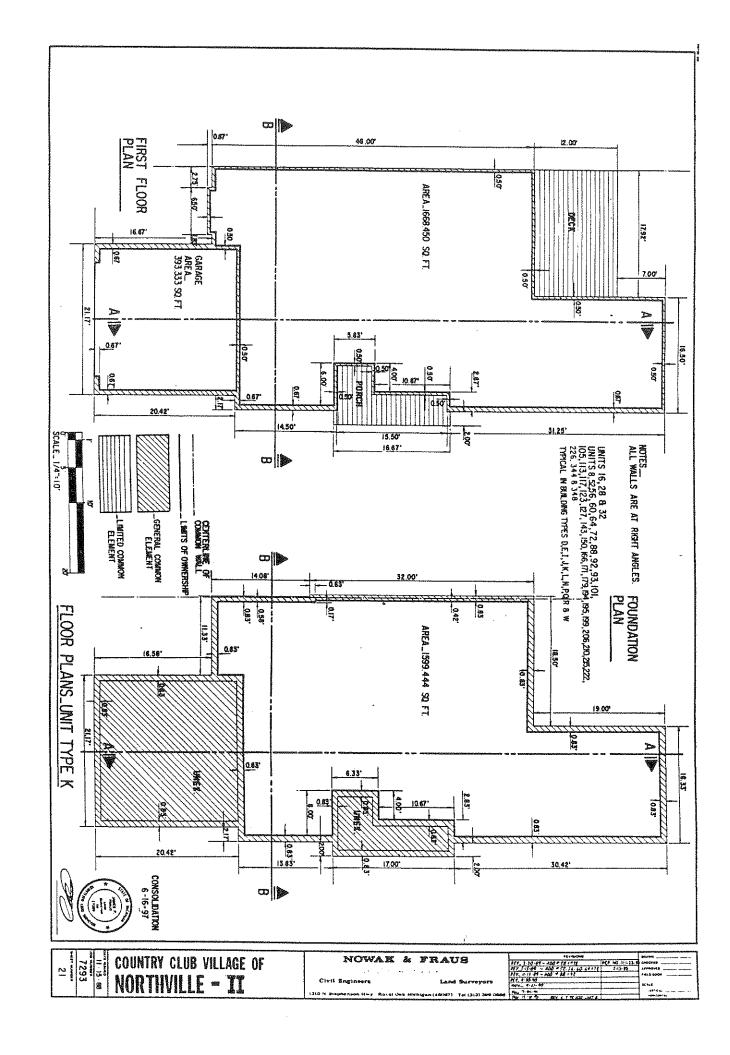


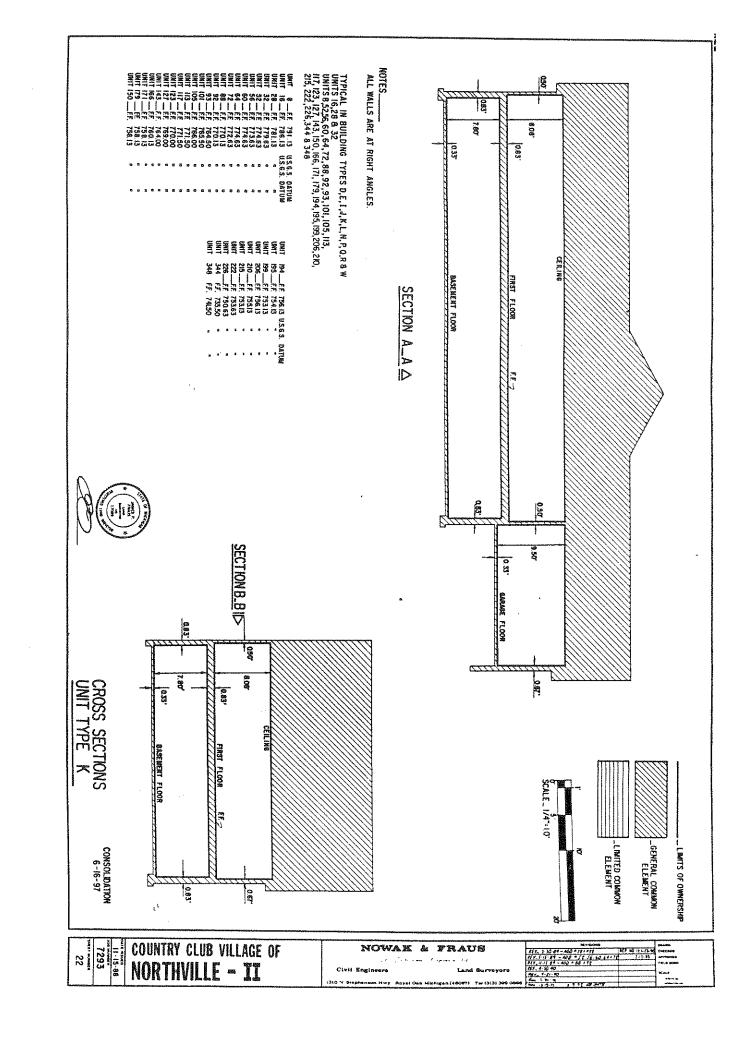


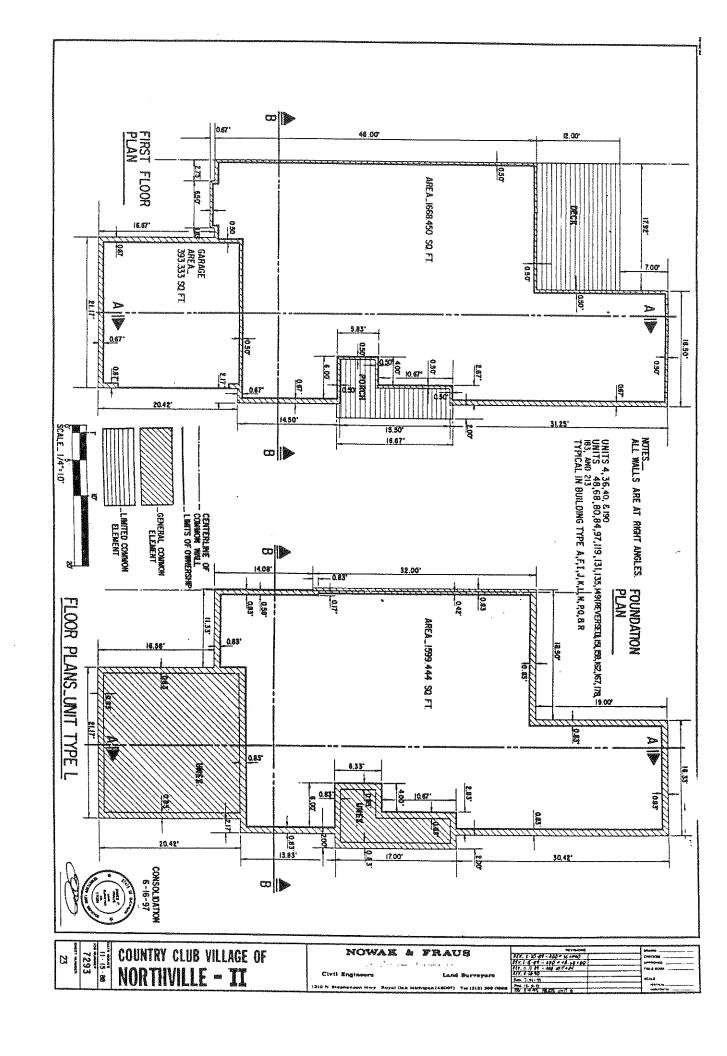


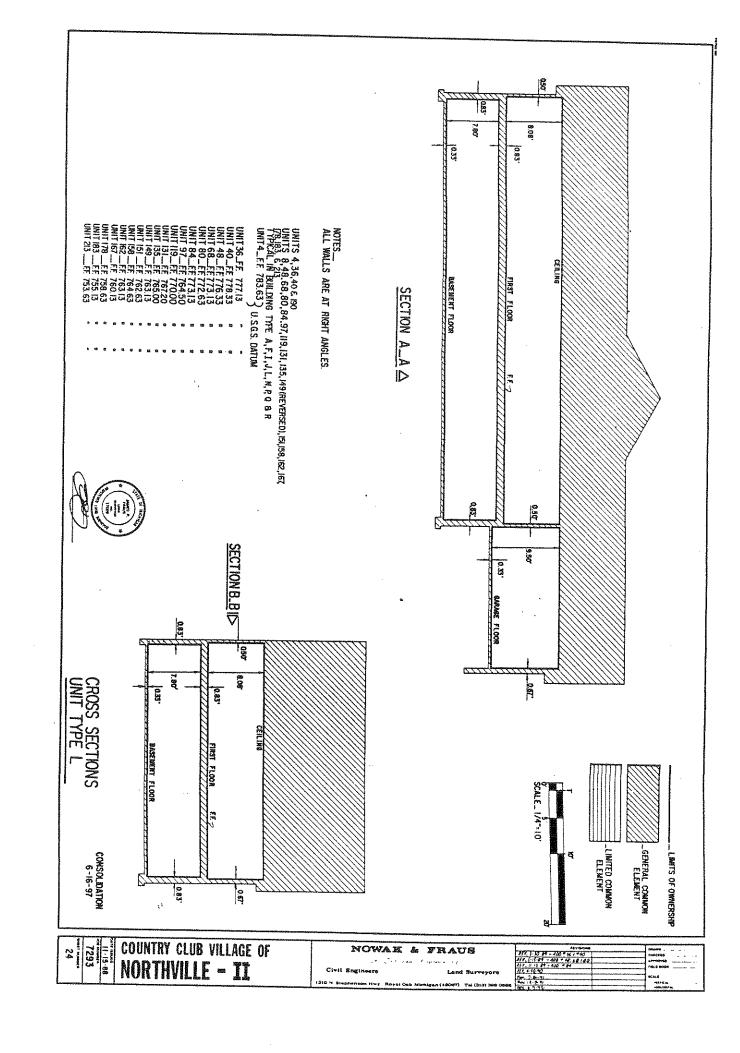


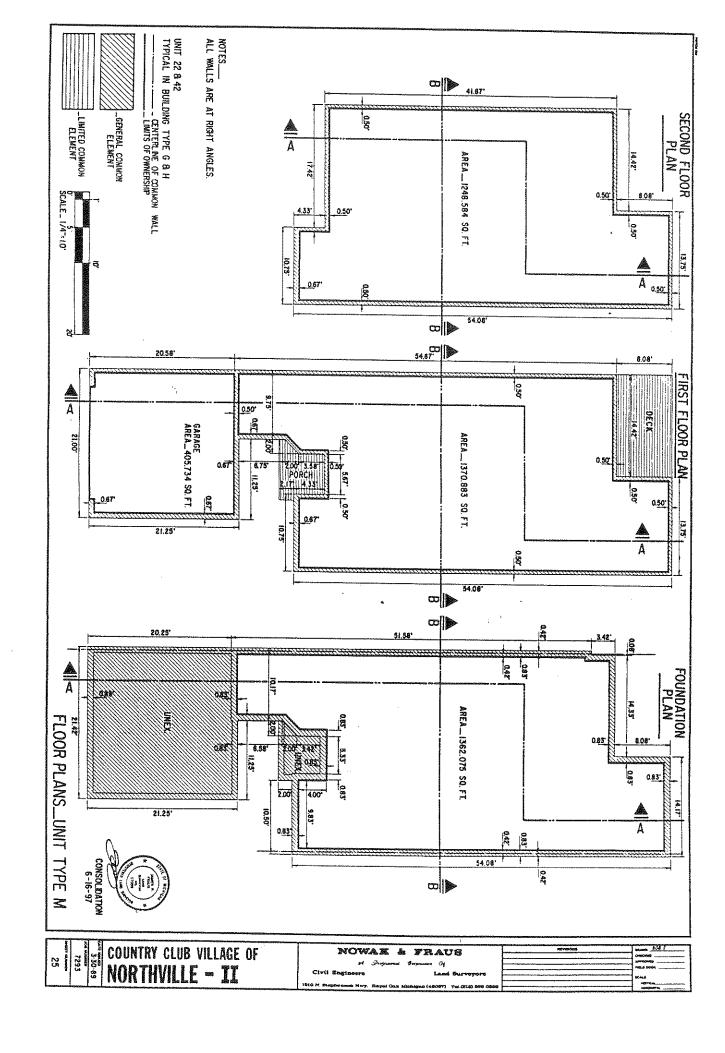


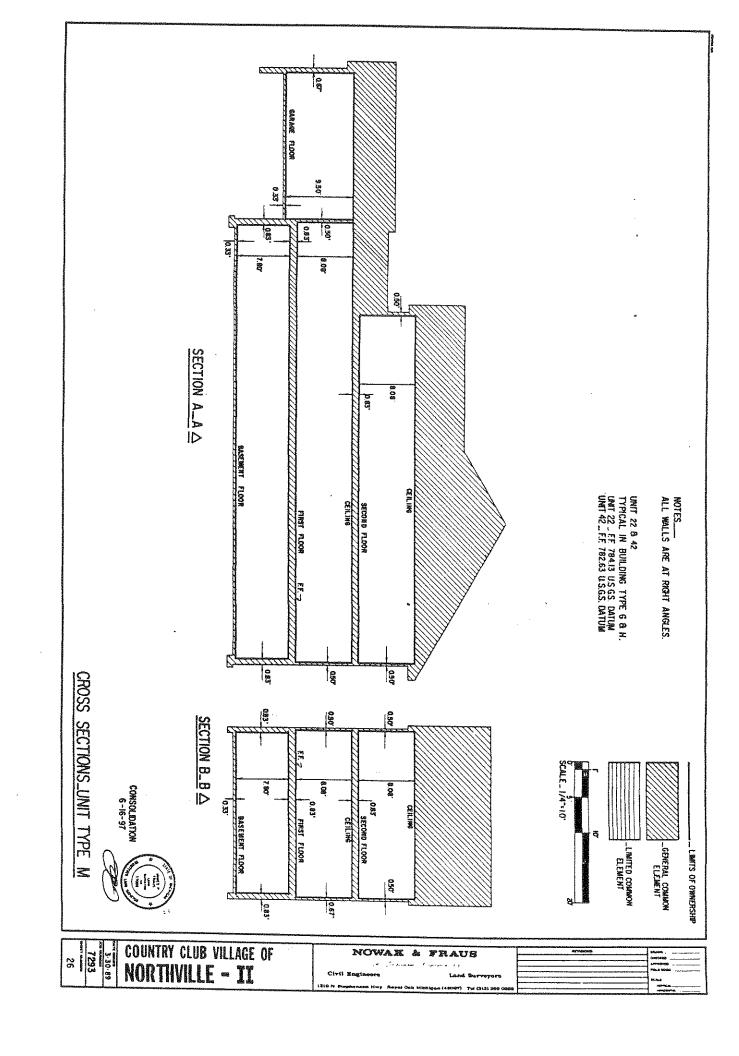


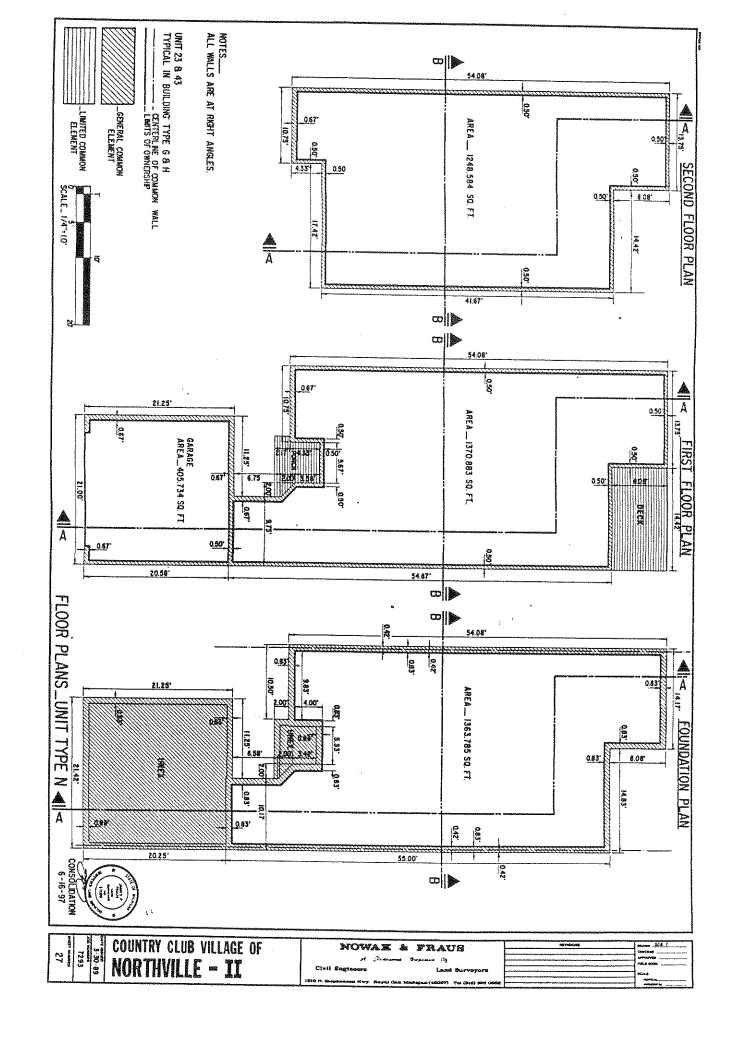


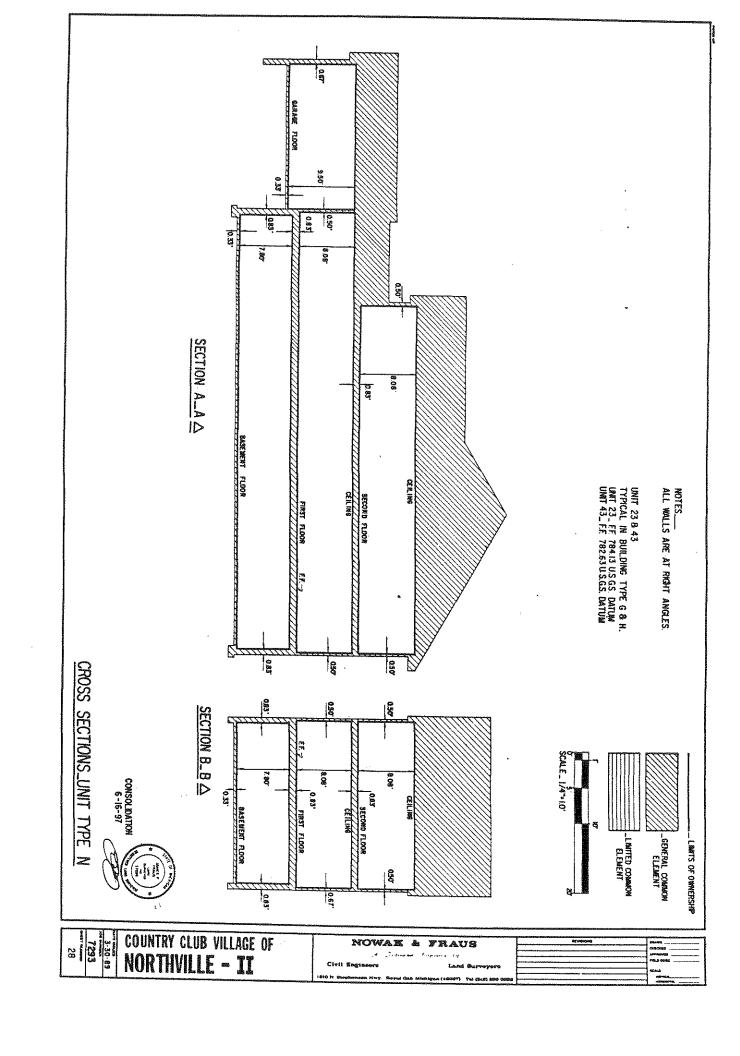


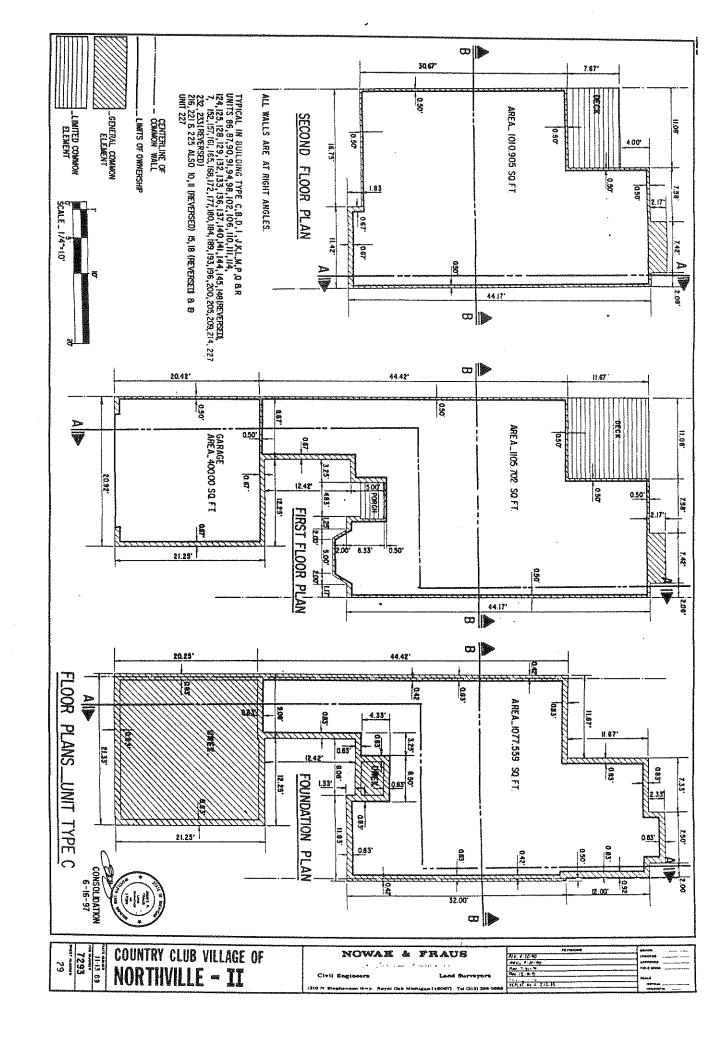


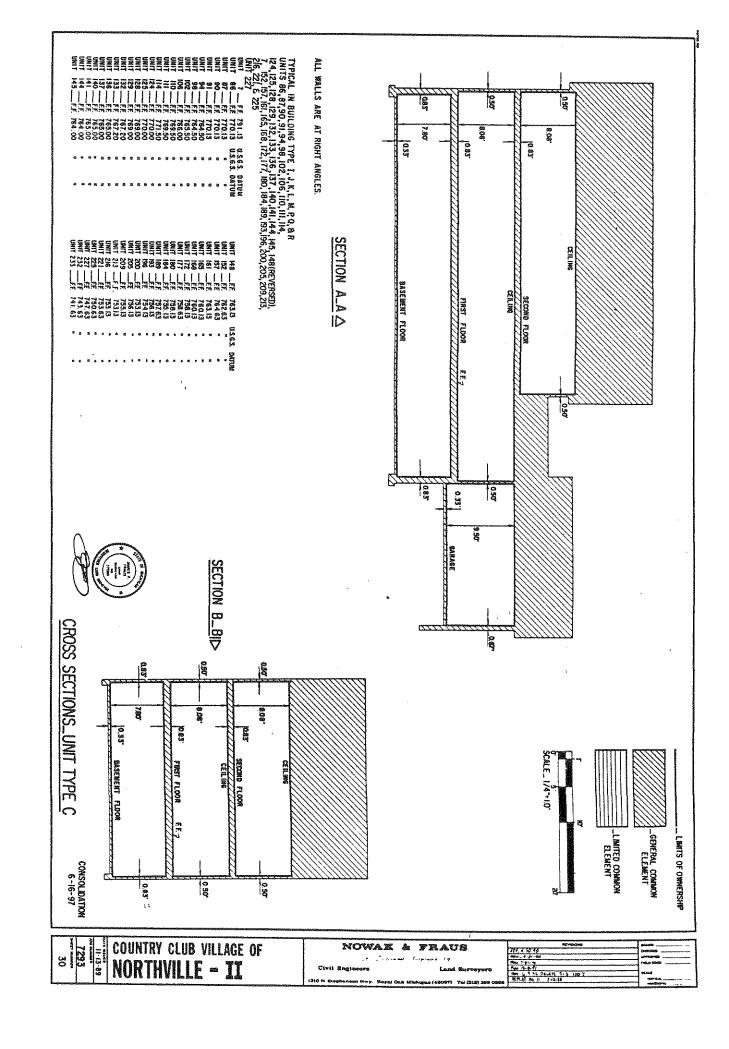


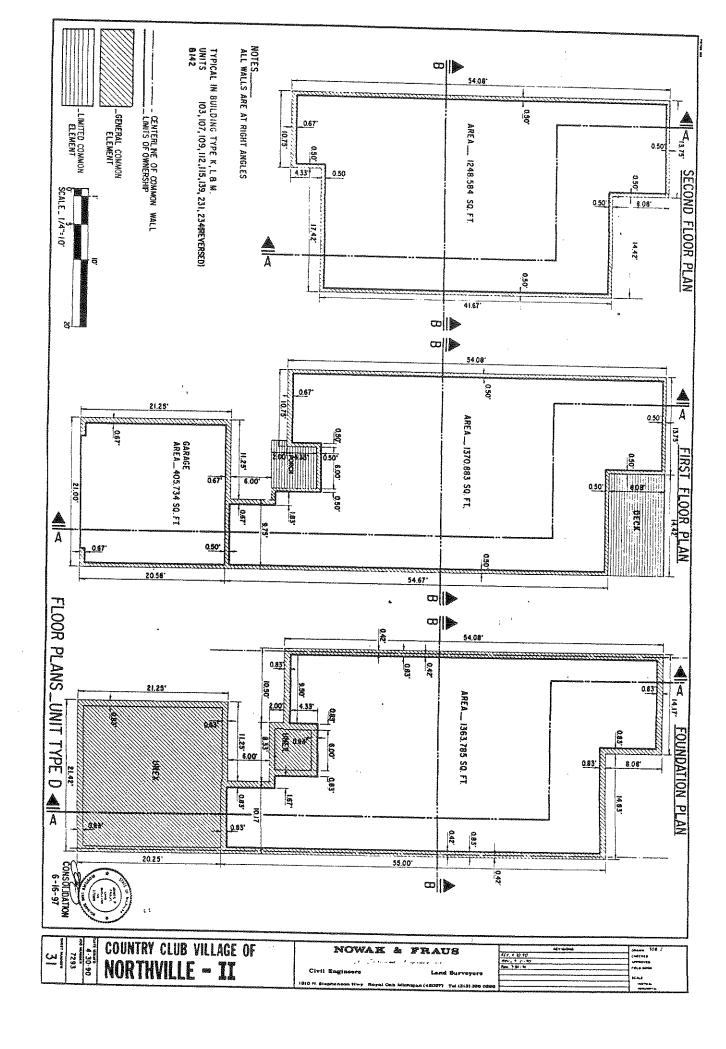


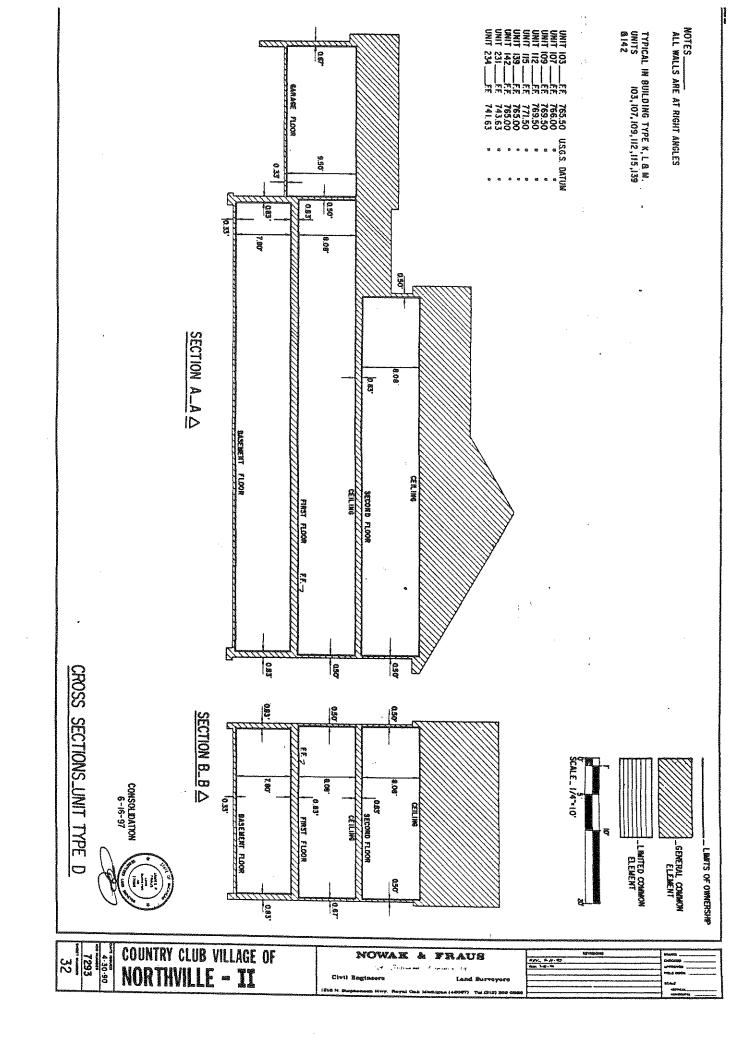


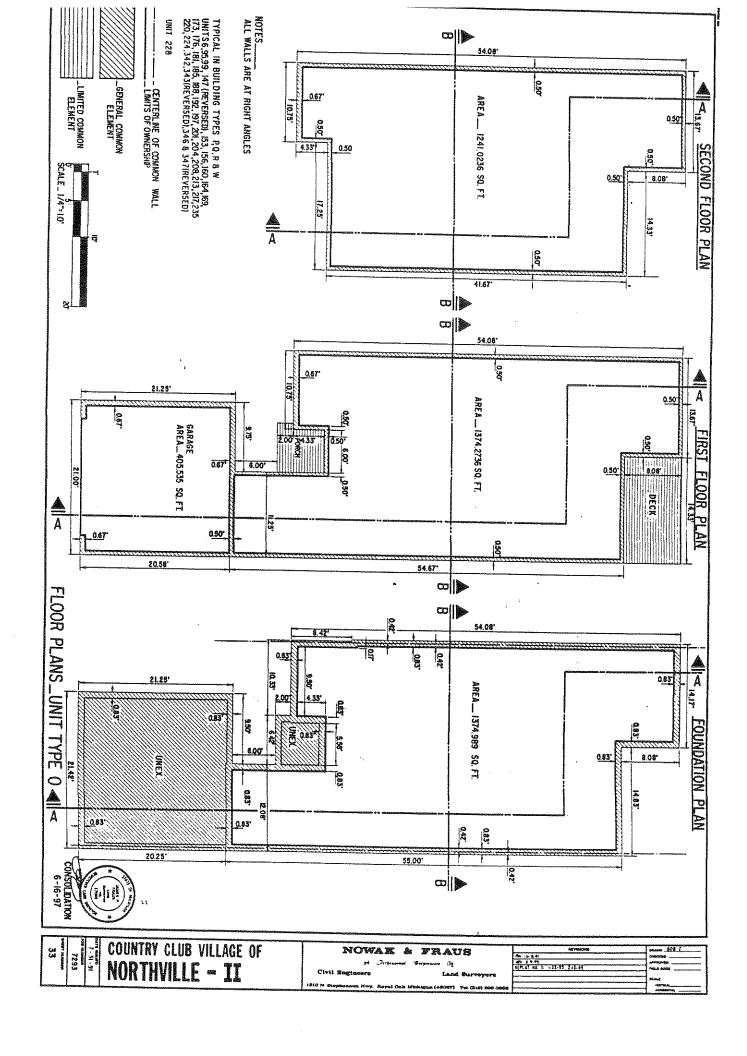


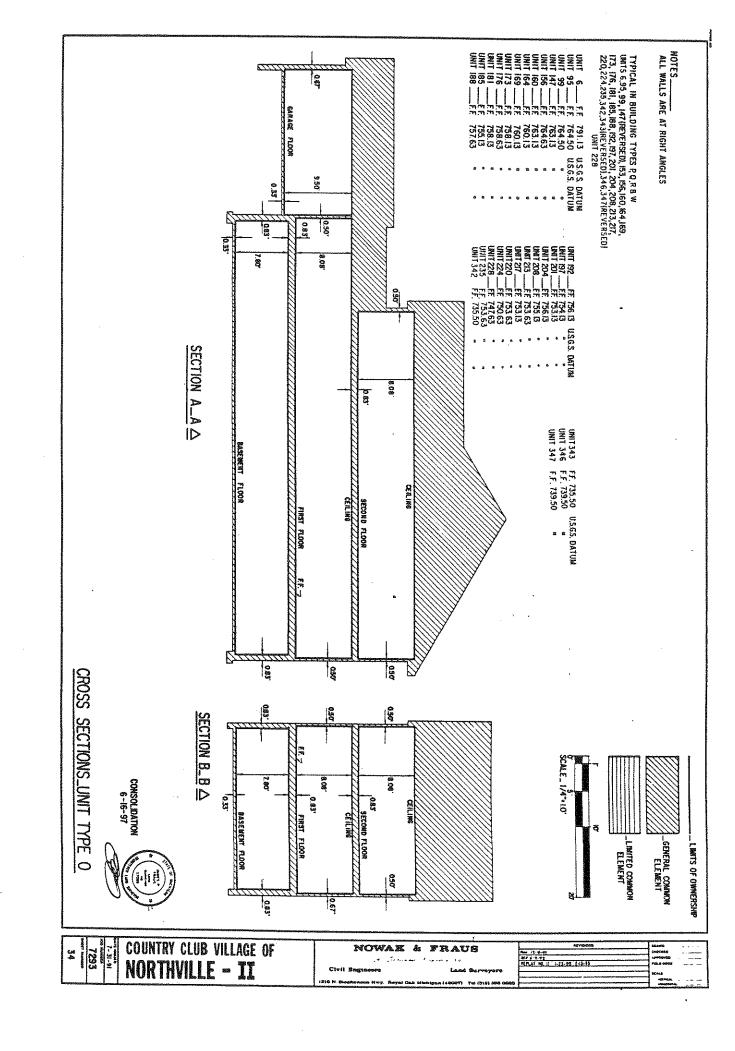


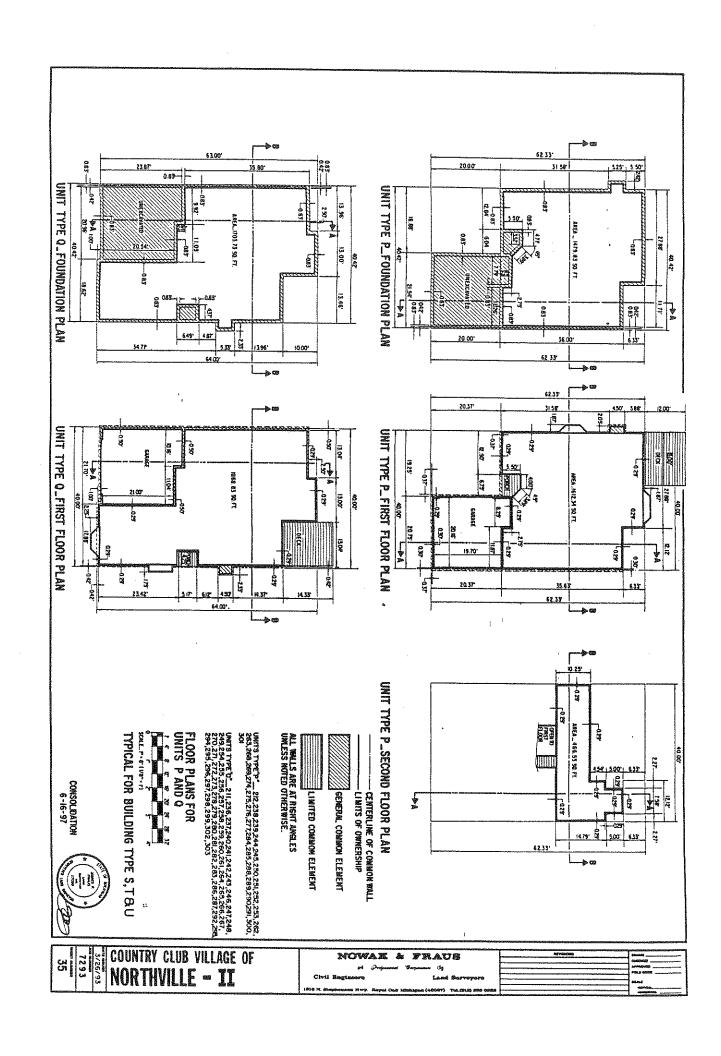


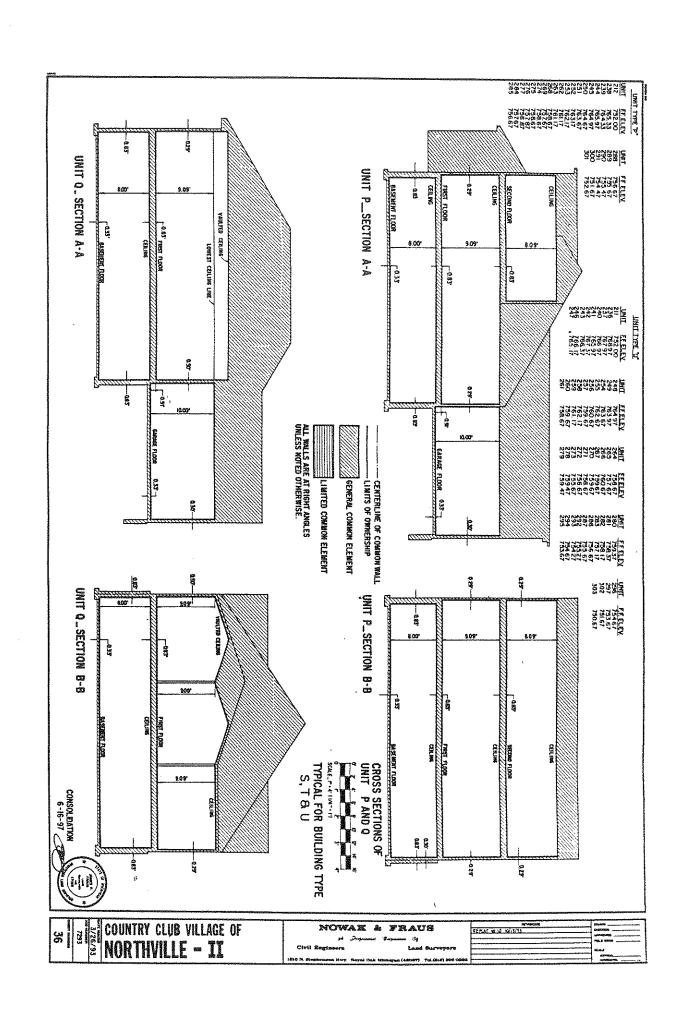


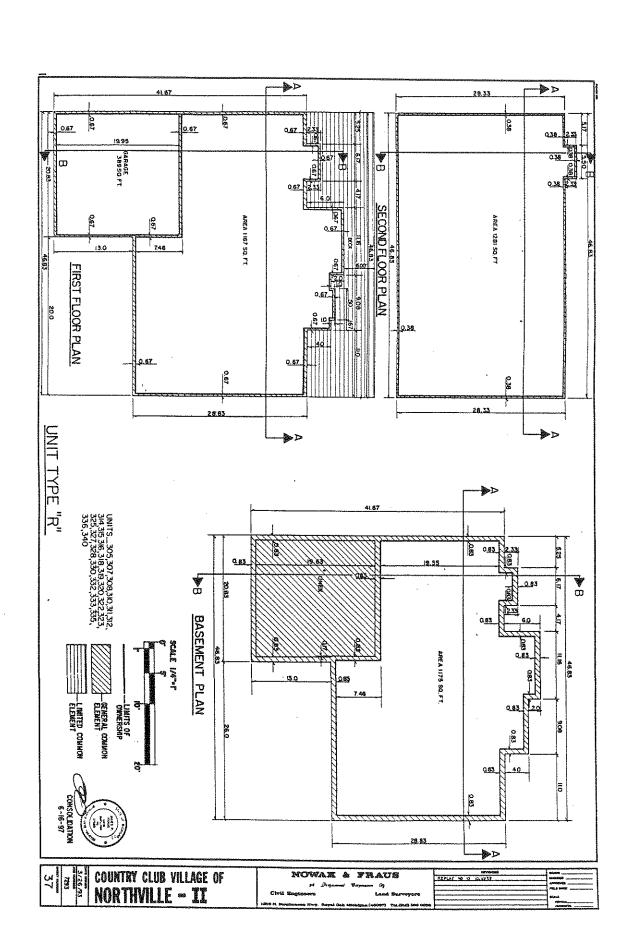


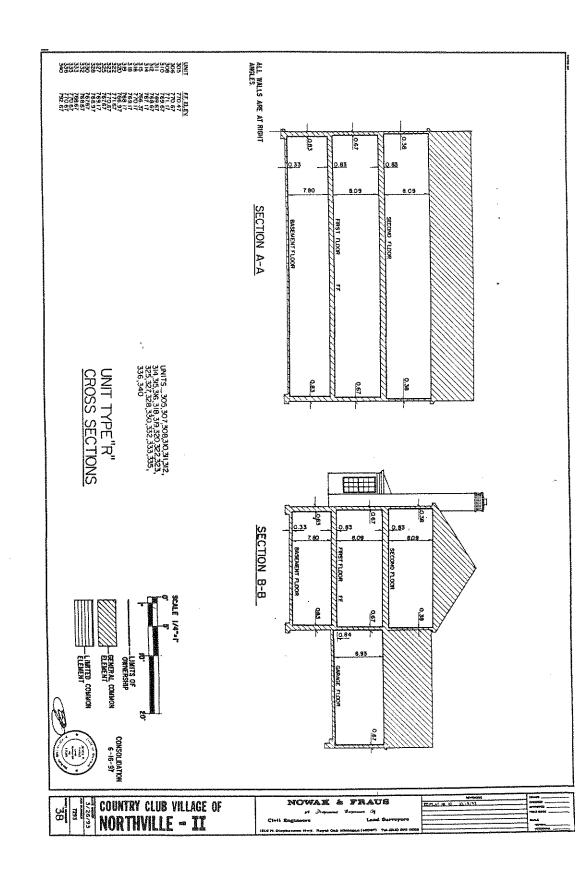


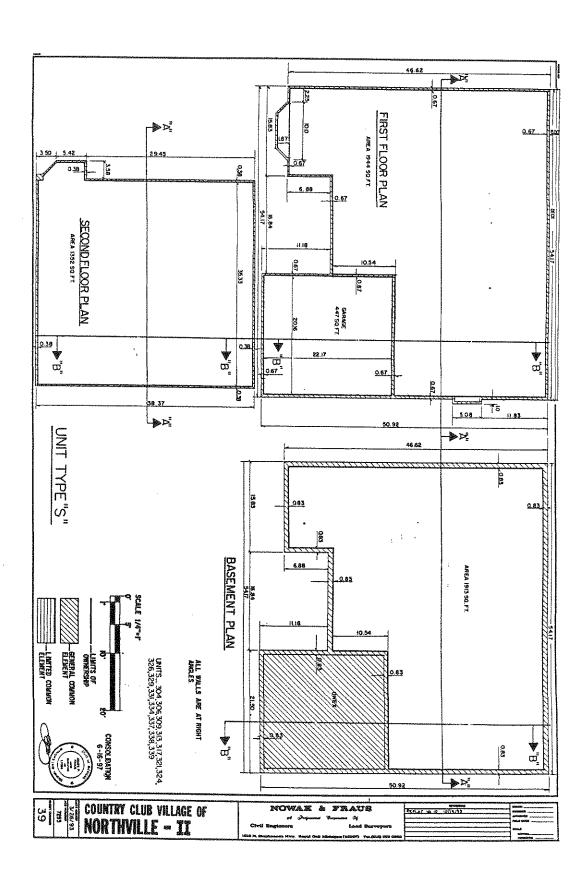


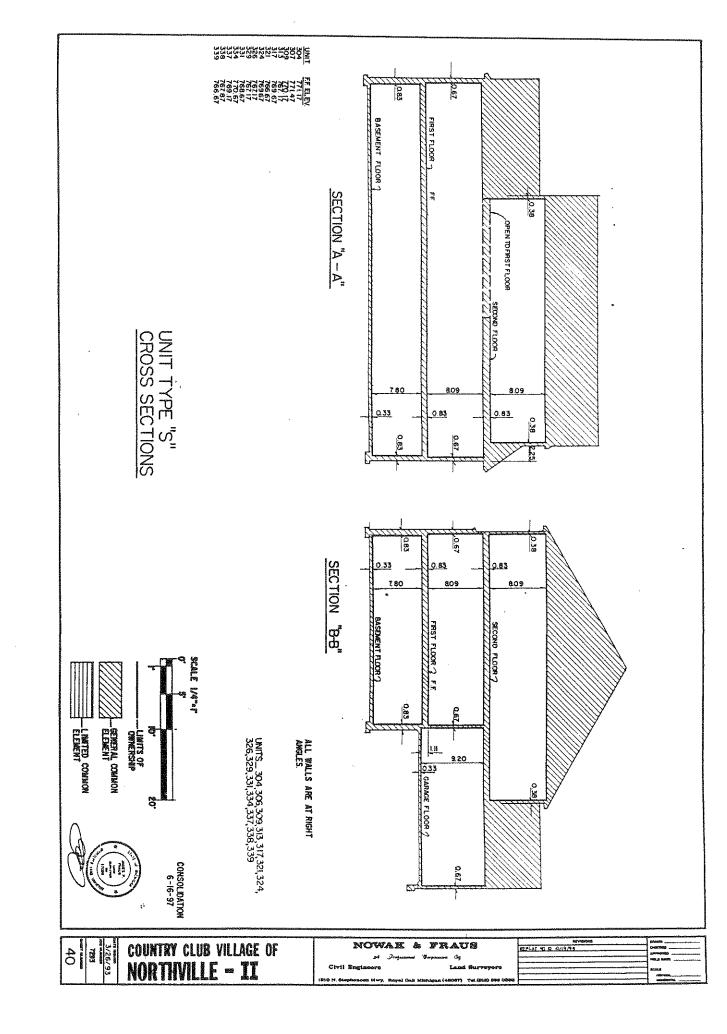


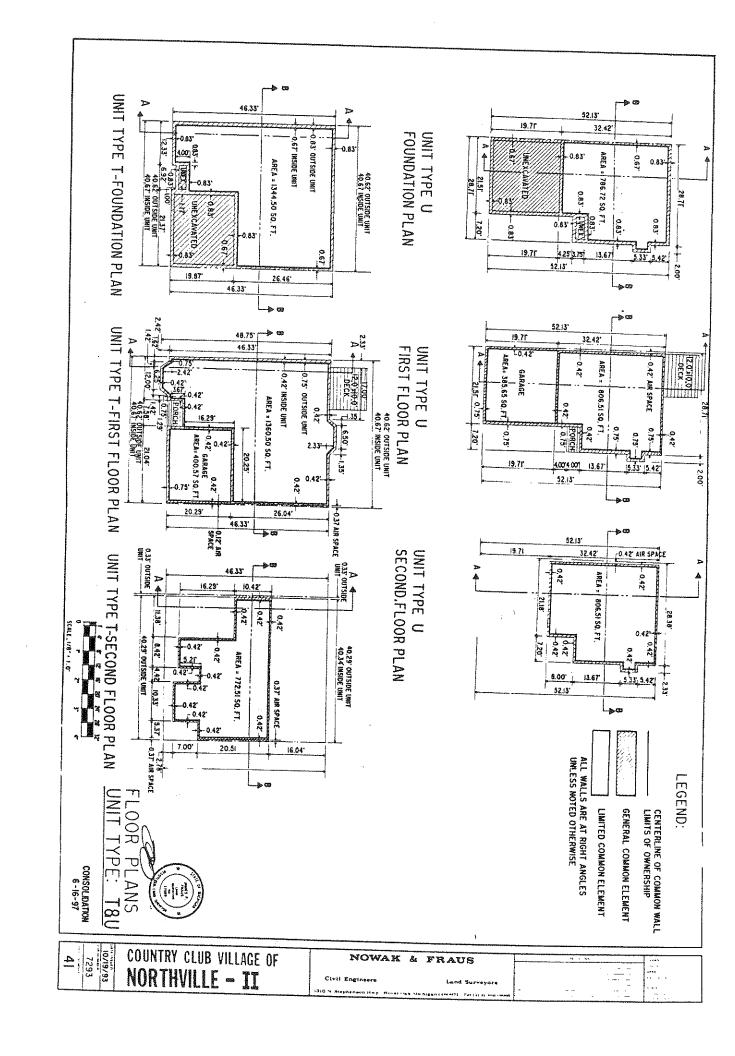


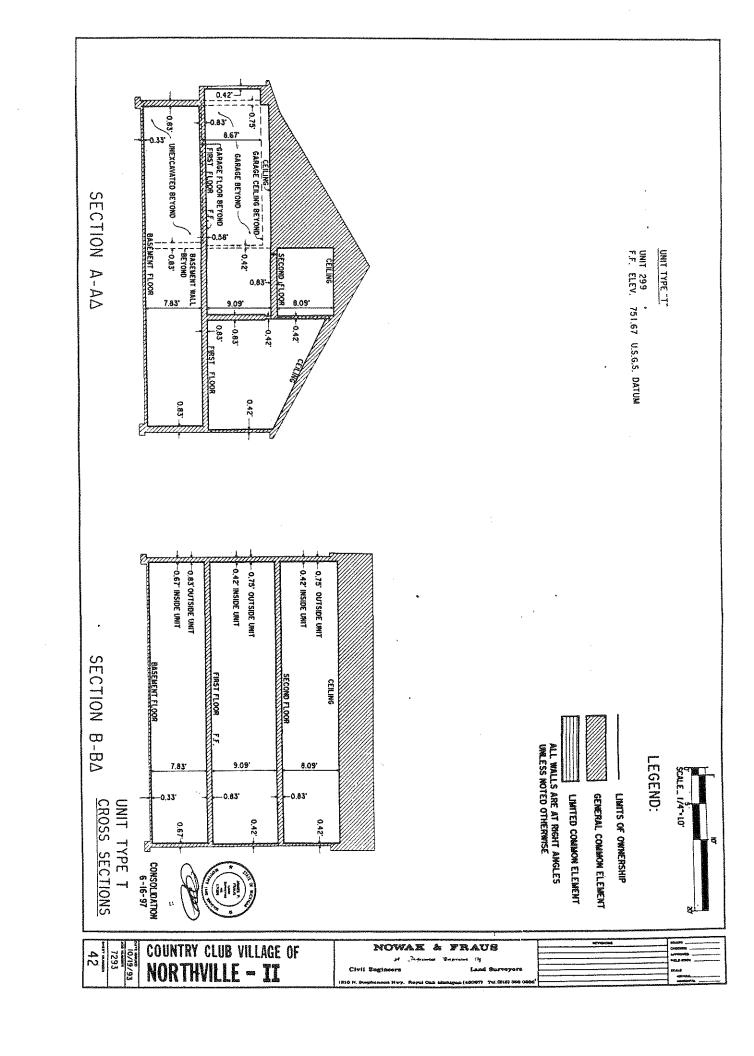


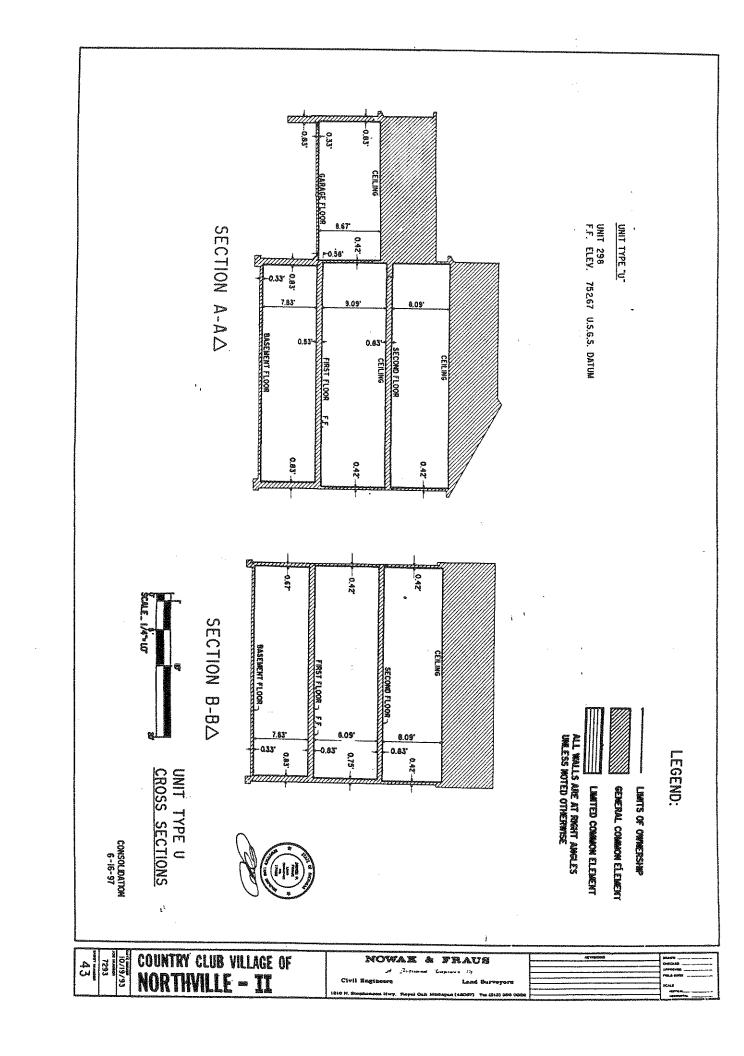












# COUNTRY CLUB VILLAGE OF NORTHVILLE - II

# CORPORATE BYLAWS

#### ARTICLE 1

The condominium Bylaws of the Association are attached to and recorded with the Master Deed and are hereby incorporated herein by reference in their entirety. The bylaws hereafter set forth shall by known as the Corporate Bylaws.

#### ARTICLE II

Section 1. Meetings of the Association members shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws.

Section 2. The first annual meeting of members of the Association shall be held in accordance with the Condominium Bylaws. The date, time and place of the first annual meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each member. Thereafter, the annual meetings of members of the Association shall be held in March of each of succeeding year at such date, time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the members, a Board of Directors in accordance with the requirements of these Bylaws. The members may also transact at annual meetings such other business of the Association as may properly come before them.

Section 3. It shall be the duty of the president to call a special meeting of the members 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) or more in value of the members presented to the secretary of the Association, but only after the first annual meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty if the secretary (or other Association officer in the secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each member, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to a representative of each member at the address shown in the notice required to be filled with the Association by the Condominium Bylaws or to the address of the unit owned by the member shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of members cannot be held because a quorum is not in attendance, the members who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the original meeting was called.

#### ARTICLE III

Section 1. The affairs of the Association shall be governed by a Board of Directors all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The first Board of directors designated in the Articles of Incorporation, their successors and any directors elected prior to the first annual meeting of members shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened in accordance with the Condominium Bylaws. From and after the time of the first annual meeting, the Board of Directors shall consist of five persons; provided, however, that in the event the Association is merged with one or more other Condominium Associations pursuant to a consolidation of the Country Club Village of Northville – II Condominium with other Condominiums, then the Board of Directors shall consist of nine persons. The term of the Board of Directors elected at the first annual meeting shall continue until the next regularly scheduled annual meeting. At the first annual meeting one-half of the Board of Directors shall be elected for terms of two years each and the remaining directors shall be elected for terms of one year each. If there is an odd number of directors the greater number shall be elected to terms of two years each. After the first annual meeting all directors shall be elected for terms of two years each. All directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. If any director is delinquent in the payment of any association assessment for a period greater than 30 days after the assessment becomes due, such director shall be disqualified automatically and such director's position on the Board of Directors shall be deemed vacant. Vacancies in the first or any successor Board of Directors caused by any reason other than the removal of a director by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 5. At any regular or special meeting of the members duly called and held, any one or more of the directors may be removed with or without cause by a majority vote of the members, and a successor may then and there be elected to fill the vacancy thus created.

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such places and time as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to newly elected directors in order to constitute such meeting.

Section 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors. At least two of 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, or by mail, telephone or telegraph at least five days prior to the date of the meeting.

Section 8. Special meetings of the Board of Directors may be called by the president on three days' notice to each director, given personally, or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the president or secretary in like manner and on like notice on the written request of one director.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by that director 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 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. 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 11. 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 for such bonds shall be expenses of administration.

#### ARTICLE IV

- Section 1. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint an assistant treasurer, and an assistant secretary, and such other officers as in their judgment may be necessary. One person may hold more than one office.
- Section 2. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.
- Section 3. Any officer may be removed by the Board of Directors either with or without cause, and the successor to the removed officer may be appointed at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.
- Section 4. The president shall be the chief executive officer of the Association, and shall preside 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 a corporation, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the president's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.
- Section 5. 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 so do on an interim basis. The vice president shall also perform such other duties as shall from time to time be imposed by the Board of Directors.
- Section 6. 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 and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the secretary.
- Section 7. The treasurer shall have responsibility for all Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipt and disbursements in books belonging to the Association. The treasurer shall be responsible for the deposit of all moneys and other valuable papers of the Association, in such depositories as may from time to time be designated by the Board of Directories.
- Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

### ARTICLE V.

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

#### ARTICLE VI

Section 1. The fiscal year of an Association shall be an annual period commencing on such date as may be initially determined by the Board of 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 Board of Directors for accounting reasons or other good cause.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agencies as are designated by the Board of Directors from time to time.

# ARTICLE VII

These Bylaws may be amended by a majority of the members.

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# AMENDMENT TO COUNTRY CLUB VILLAGE OF NORTHVILLE - II CORPORATE BYLAWS

The following amendment to the Corporate Bylaws was approved by the membership of the Association at a meeting held on November 19, 1996.

Please insert this copy of the amended language in your Corporate Bylaws.

# AMENDED ARTICLE II, SECTION 2.

Section 2. Annual Meetings. Annual meetings of members of the Association shall be held in the month of September each succeeding year (commencing in the month of September of the calendar year following the year in which this amendment is adopted) at such time and place as shall be determined by the Board of Directors. The Board of Directors may, acting by a two-thirds (2/3) majority vote, change the date of the annual meeting in any given year provided that at least one such meeting is held in each calendar year and provided that written notice of the change is given to all co-owners at least ten (10) days before the date for which the meeting was originally scheduled. At the annual meeting, there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of these Bylaws. The co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

- (j) To do anything required of or permitted to its as administrator of the Condominium Master Deed or Bylaws or by the Michigan Condominium Act;
- (k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishments of any of the purposes thereof.
- (1) The Condominium may hereafter be consolidated with one or more other condominium developments established upon the land which is designated as the "Additional Land" in the Master Deed establishing the Condominium. In the event such consolidation occurs, then this corporation shall be merged with all other condominium associations included in the consolidation.

#### ARTICLE III

The corporation is organized upon a nonstock basis.

The assets of the corporation are:

Real Property

None

Personal Property

None

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

Assessment of Members owning units in the Condominium.

The corporation is organized on a membership basis.

#### ARTICLE IV

The address of the registered office is:

33 Bloomfield Hills Parkway Suite 200 Bloomfield Hills, Michigan 48013

The mailing address of the registered office is the same as above.

- (b) Membership in the corporation shall be established by the acquisition of fee simple to a unit in the Condominium and by recording with the Register of Deed in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium), the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated. Land contract vendees of units shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation in which event the vendor's membership shall terminate as to the unit sold.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to the member's unit in the Condominium.
- (d) voting by members shall be in accordance with the provisions of the bylaws of this corporation.

# ARTICLE VIII

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

- (1) A breach of the director's duty of loyalty to the corporation or its members.
- (2) Acts or omission not in good faith or that involve intentional misconduct or a knowing violation of law.
  - (3) A violation of Section 551(1) of Act 162, Public Acts of 1982, as amended.
  - (4) A transaction from which the director derived an improper personal benefit.
  - (5) An act or omission occurring before the date this document is filed.
  - (6) An act or omission that is grossly negligent.

Any repeal or modification of this Article shall not adversely affect any right or protection of any director of the corporation existing at the time of, or for or with respect to, any acts or omissions occurring before such repeal or modification.

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