

PURCHASER INFORMATION BOOKLET

FOR

GATEWAY VILLAGE OF NOVI

A Condominium Project

in

The City of Novi, Oakland County, Michigan

Developed by:

Gateway Village of Novi, LLC
30403 West Thirteen Mile Road
Farmington Hills, Michigan 48334
(248) 932-9333

PURCHASER INFORMATION BOOKLET

FOR

GATEWAY VILLAGE OF NOVI

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GATEWAY VILLAGE OF NOVI ASSOCIATION ARTICLES OF INCORPORATION

ESCROW AGREEMENT

MANAGEMENT AGREEMENT

153530
LIBER 25305 PAGE 808
\$155.00 DEED - COMBINED
\$2.00 REMONUMENTATION
04/08/2002 04:08:28 P.M. RECEIPT# 29288
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



MASTER DEED

GATEWAY VILLAGE OF NOVI

This Master Deed is made and executed on this 22 day of March, 2002, by Gateway Village of Novi, L.L.C., a Michigan limited liability company, hereinafter referred to as "Developer", whose address is 26699 West Twelve Mile Road, Suite 200, Southfield, Michigan 48034, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Gateway Village of Novi, Oakland County Condominium Subdivision Plan No. 1430. The engineering and architectural plans

for the Project were approved by, and are on file with, the City of Novi. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

A part of the Northeast 1/4 of Section 23, T.1N., R.8E., City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of said Section; thence along the East line of said Section 23, also being the centerline of Meadowbrook Road, S.00°22'43"W., 1427.73 feet; thence N.70°37'48"W., 63.45 feet to the Point of Beginning; thence along the Westerly line of Meadowbrook Road, (variable width) S.00°22'43"W., 190.39 feet; thence N. 70°45'43"W., 249.15 feet; thence S.19°14'17"W., 103.52 feet; thence N.70°42'40"W., 175.42 feet; thence 58.37 feet along an arc of a curve to the right, radius of 150.00 feet, central angle of 22°17'45", and a chord bearing N.59°33'47"W., 58.00 feet; thence 95.87 feet along an arc of a curve to the left, radius of 126.00 feet, central angle of 43°35'47", and a chord bearing N.70°12'48"W., 93.58 feet; thence 55.98 feet along an arc of a curve to the right, radius of 150.00 feet, central angle of 21°22'58", and a chord bearing N. 81°19'12"W., 55.66 feet; N. 70°37'42"W., 93.32 feet; thence S.19°12'21"W., 161.34 feet; thence N.70°47'39"W., 534.52 feet along the Northerly line of Grand River Avenue (variable width); thence N.00°20'28"E., 626.38 feet; (previously described as N.01°04'00"E., 627 feet); thence N.89°17'30"E., 127.39 feet; thence S.00°22'50"W., 174.65 feet; thence S.70°37'48"E., 318.96 feet; thence S.19°22'12"W., 25.00 feet; thence S.70°37'48"E., 903.73 feet; to the Point of Beginning. Containing 10.89 acres of land.

Together with and subject to all easements and restrictions of record and all governmental limitations including, without limitation, Utility Easement Agreement, recorded in Liber 16571, Pages 81 through 94, Oakland County Records, East-West Driveway Easement Agreement, recorded in Liber 16571, Pages 48 through 64, Oakland County Records,

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Reciprocal Easement Agreement, recorded in Liber 16384, Pages 412 through 455, Oakland County Records, Driveway and Sign Easement Agreement, recorded in Liber 16571, Pages 108 through 124, Oakland County Records, Underground Storm Sewer Easement Agreement, recorded in Liber 16571, Pages 65 through 80, Oakland County Records. Further together with and subject to a certain Consent Judgment entered on June 1, 1990 in the Circuit Court of the County of Oakland, as amended by the Stipulated Order to Amend Consent Judgment entered June 10, 1996, recorded in Liber 16581, Pages 450 through 545, Oakland County Records, and further amended by the Stipulated Amendment to Consent Judgment entered May 16, 2001 in Oakland County Circuit Court, File No. 86-316708-CH. And further together with an easement for access and utility purposes as reserved in the Master Deed for The Shops of Gateway Village of Novi.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of Gateway Village of Novi Association, a Michigan non-profit corporation, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of, interests in Gateway Village of Novi as a condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

Section 1. Act. The "Act" means the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended.

Section 2. Association. "Association" means Gateway Village of Novi Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

Section 4. Common Elements. "Common Elements", where used without modification, means both the General and Limited Common Elements described in Article IV hereof.

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, Bylaws, Architectural Control Rules and Regulations, and any other rules and regulations, of the Association, and the documents referenced in Article II above as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Gateway Village of Novi as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Gateway Village of Novi as a Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means Exhibit B hereto.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Gateway Village of Novi as a completed Condominium Project and shall reflect the entire land area in the Condominium that may be withdrawn from the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted, if any. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by the filing of a certificate in the office of the Oakland County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and no Consolidating Master Deed need be recorded.

Section 10. Construction and Sales Period. "Construction and Sales Period", for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale and for so long as the Developer continues or proposes to construct or is entitled to construct additional Units or other residences or owns or holds an option or other enforceable purchase interest in land for residential or commercial development within a two mile radius of the Condominium.

Section 11. Co-owner or Owner. "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 Project. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 12. Developer. "Developer" means Gateway Village of Novi, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units which may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of all Units which may be created are conveyed, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean the enclosed space constituting a single complete residential Unit in Gateway Village of Novi, as such space may be described on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) **Land.** The land described in Article II hereof, including, roads, walkway system, Village Commons, and sidewalks not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system throughout the Project, including that contained within Unit walls and any common site lighting system and exterior fixtures, up to the point of connection with, but not including, electrical fixtures and outlet boxes within any Unit.

(c) **Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures, but not including the fixture or shutoff valve within any Unit.

(e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within the Unit. Also including, if installed, all sprinkling fixtures and connections and interior or exterior sprinkling system controls which are installed by the Developer or the Association.

(f) **Sanitary Sewer.** The sanitary sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

(g) **Storm Sewer.** The storm sewer system throughout the Project.

(h) **Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.

(i) **Construction.** Foundations, supporting columns, Unit perimeter walls, roofs, ceilings, supporting beams, floor construction between Unit levels, masonry separating walls between Units and chimneys.

(j) **Beneficial Easements.** The beneficial easements described in Article II above.

(k) **Mailbox Stands.** The mailbox stands that service the Project.

(l) **Fire Suppression System.** The fire suppressions system located throughout the Project up to the point of entry to a sprinkler room and/or Unit.

(m) **Other.** Such other elements of the Project not herein designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

Section 2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner of the Unit to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

(a) **Porches and Balconies.** Each porch and balcony in the Project is restricted in use to the Co-owner of the Unit which opens into such porch or balcony as shown on Exhibit B hereto.

(b) **Window Wells.** Each individual window well in the Project is restricted in use to the Co-owner of the Unit which opens into such window well area as shown on Exhibit B hereto.

(c) **Air Conditioner Compressors.** Each individual air conditioner compressor is restricted in use to the Co-owner of the Unit which such air conditioner compressor services.

(d) **Garage Parking Spaces and Adjoining Parking Spaces.** Each parking space within each parking garage and adjacent parking space are both appurtenant to a specific Unit as Limited Common Elements as such garage and parking space are designated on Exhibit B hereto with numbers which correspond to the Unit to which such garage space and adjacent parking space respectively appertain.

(e) **Garage Doors and Garage Door Openers.** Each garage door and its hardware, including garage door openers, shall be limited in use to the Co-owner of the Unit serviced thereby.

(f) **Doors and Windows.** Doors, windows and window screens shall be limited in use to the Co-owners of Units to which they are attached.

(g) **Fireplace Combustion Chambers.** Fireplace combustion chambers shall be limited in use to the Units served thereby.

(h) **Sprinkler Room.** Each sprinkler room shall be limited in use to the Co-owners of the Unit serviced thereby.

(i) **Interior Surfaces.** The interior surfaces of Unit and appurtenant garage perimeter walls, ceilings and floors contained within a Unit and its appurtenant garage shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit.

Section 3. Responsibilities. The respective responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are as follows:

(a) **Porches and Balconies.** The costs of maintenance, repair and replacement of each porch and balcony described in Article IV, Section 2(a) above shall be borne by the Association.

(b) **Air Conditioner Compressors.** The costs of maintenance, repair and replacement of each individual air conditioner compressor, as described in Article IV, Section 2(c) above, shall be borne by the Co-owner of the Unit which such air conditioner compressor services.

(c) **Doors and Windows.** The repair, replacement and interior and exterior maintenance of all glass and screen portions of doors and windows referred to in Article IV, Section 2(f) and the costs thereof, shall be borne by the Co-owner of the Unit to which any such doors and windows are appurtenant; provided, however that no changes in design, material or color may be made therein without express written approval of the Association (and the Developer during the Construction and Sales Period).

(d) **Sidewalks.** The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all sidewalks.

(e) **Sprinkler Rooms and Interior Surfaces.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of all surfaces referred to in Article IV, Sections 2(h) and (i) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(f) **Utility Costs.** All costs of electricity and natural gas flowing through the meters described in Article IV, Sections 1(b) and (d) shall be borne by the Co-owner of the Unit serviced by such meters.

(g) **Garage Doors and Garage Door Openers.** The repair, replacement and maintenance (except in cases of Co-owner fault) of all garage doors referred to in Article IV, Section 2(e) and the costs thereof shall be borne by the Association; the costs of repair, replacement and maintenance of the garage door openers and, in cases of Co-owner fault, garage doors shall be borne by the Co-owner of the Unit to which they service.

(h) **Fireplace Combustion Chambers.** The maintenance, repair and replacement of the fireplace combustion chambers referred to in Article IV, Section 2(g) and the costs thereof shall be borne by the Co-owner of the Unit serviced thereby.

(i) **Site Lighting.** The cost of electricity for the exterior lighting fixtures attached either to a Unit or garage shall be metered by the individual electric meter of the Co-owner to whose Unit or garage the same are respectively attached and shall be paid by such individual Co-owner without reimbursement therefor from the Association. The cost of electricity for post lights shall be charged directly to the Association. All site lighting fixtures shall be maintained, repaired and replaced by the Association. Light bulbs for only the lighting fixtures affixed to garage front exteriors shall be furnished by the Association; replacement of all other light bulbs shall be the responsibility of the Co-owner of the Unit to which the respective light fixtures are appurtenant. The size and nature of the bulbs to be used in the fixtures shall also be determined by the Association in its discretion. No Co-owner shall modify or change such fixtures in any way and shall not cause the electricity flow for operation thereof to be interrupted at any time. Said fixtures shall operate on photoelectric cells whose timers shall be set by and at the discretion of the Association and shall remain lit at all times determined by the Association for lighting thereof.

(j) **Parking Spaces.** The cost of maintenance, repair and replacement of each garage parking space described in Article IV, Section 2(d) above, shall be borne by the Co-owner of the Unit to which the garage parking space is appurtenant. The Association shall be responsible for the maintenance, repair, replacement and snow removal with respect to all parking spaces not located inside garages.

(k) **Fire Suppressions System.** The maintenance, repair and replacement of the fire suppression system located throughout the project up to the point of entry either into a Unit or a sprinkler room shall be borne by the Condominium Association. Each Co-owner shall be responsible for the maintenance, repair and replacement of the fire suppression system from the point of entry to the Unit and/or sprinkler room. Each Co-owner shall also be responsible for the installation of that portion of the fire suppressions system that services the Co-owner's Unit, as may from time-to-time be necessary, to satisfy governmental

requirements. Further, no Co-owner shall cause the sprinkler heads located within the Co-owner's Unit to be pained or otherwise tampered with or modified so that the overall effectiveness of the fire suppressions system is not at any time jeopardized.

(l) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Gateway Village of Novi as prepared by Mickalich and Associates, Inc. and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Novi. Each Unit shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor, all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 1. Contractable Area. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 184 Units on the land

described in Article II. The Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the following described land:

A part of the Northeast 1/4 of Section 23, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of said Section; thence along the east line of said Section 23, also being the centerline of Meadowbrook Road, S.00°22'43"W., 1427.73 feet; thence N.70°37'48"W., 63.45 feet to the Point of Beginning; thence along the westerly line of Meadowbrook Road, (variable width) S.00°22'43"W., 190.39 feet; thence N.70°45'43"W., 249.15 feet; thence S.19°14'17"W., 103.52 feet; thence N.70°42'40"W., 175.42 feet; thence 58.37 feet along an arc of a curve to the right, radius of 150.00 feet, central angle of 22°17'45", and a chord bearing N.59°33'47"W., 58.00 feet; thence 95.87 feet along an arc of a curve to the left, radius of 126.00 feet, central angle of 43°35'47", and a chord bearing N.70°12'48"W., 93.58 feet; thence 55.98 feet along an arc of a curve to the right, radius of 150.00 feet, central angle of 21°22'58", and a chord bearing N.81°19'12"W., 55.66 feet; thence N.70°37'42"W., 93.32 feet; thence S.19°12'21"W., 161.34 feet; thence N.70°47'39"W., 534.52 feet along the northerly line of Grand River Avenue (variable width); thence N.00°20'28"E., 626.38 feet; (previously described as N.01°04'00"E., 627 feet); thence N.89°17'30"E., 127.39 feet; thence S.00°22'50"W., 174.65 feet; thence S.70°37'48"E., 318.96 feet; thence S.19°22'12"W., 25.00 feet; thence S.70°37'48"E., 29.71 feet; thence S.19°21'08"W., 111.28 feet; thence S.70°45'43"E., 209.38 feet; thence N.19°14'17"E., 110.80 feet; thence S.70°37'48"E., 664.86 feet to the Point of Beginning.

(hereinafter referred to as "contractable area"). Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, which date may be extended pursuant to Section 67(3) of the Act, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than 16. There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractable area described in this Article VI, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VI as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VII

CONVERTIBLE AREAS

Notwithstanding any other provision of the Master Deed or the Bylaws, Developer retains and may exercise rights of convertibility in accordance with Section 31 of the Act, any applicable local ordinances and regulations, and this Article; such changes in the affected Units and/or Common Elements shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed. Subject to any such approval of the City as may be needed, Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Co-owner or any mortgagee of any Unit to do the following:

Section 1. Designation of Convertible Areas. All Units and Common Element areas are hereby designated as Convertible Areas within which: (a) the individual Units may be (i) expanded or reduced in size, (ii) otherwise modified and/or relocated and (iii) subjected to reasonable easements for the benefit of the Condominium and/or for the benefit of the adjoining commercial development also developed by Developer; (b) Common Elements may be (i) constructed, expanded or reduced in size, (ii) otherwise modified and/or relocated and (iii) subjected to reasonable easements for the benefit of the Condominium and/or for the benefit of the adjoining commercial development. Only the Developer or such person or persons to whom it specifically assigns the rights under this Article may exercise convertibility rights hereunder.

Section 2. The Developer's Right to Modify Units and/or Common Elements. The Developer reserves the right, in Developer's sole discretion, from time to time, during a period ending six years from the date of recording this Master Deed, to enlarge, extend, diminish, establish easements over and/or relocate Units and/or Common Elements, and to construct private or common amenities on all or any portion or portions of the Convertible Areas. The Developer shall also be entitled to convert General Common Element areas into Limited Common Elements or Units in such areas as it, in its sole discretion, may determine. The precise number, nature, size and location of Unit and/or Common Element extensions and/or reductions and/or amenities or easements which may be constructed, designated and/or established shall be determined by Developer in its sole judgment or by any other person to whom it specifically assigns the right to make such determinations, subject only to any necessary public agency approvals. Any private amenity other than a dwelling extension may be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Developer's Right to Grant Specific Right of Convertibility. The Developer shall have the authority to assign to the Owner of a particular Unit the right of future convertibility for a specific purpose. Such assignment shall be by specific written authority duly executed by the Developer prior to the completion of the Construction and Sales Period and shall be granted only at the sole discretion of the Developer.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the development and structures on other portions of the Condominium Project, as determined by Developer in its sole discretion.

ARTICLE VIII

OPERATIVE PROVISIONS

Any contraction or conversion in the project pursuant to Article VI and Article VII above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such contraction or conversion of Common Elements in this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and shall provide that the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the withdrawn parcel or parcels by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of driveways, roadways and sidewalks in the Project to any driveways, roadways and sidewalks that may be located on, or planned for the land described in Article VI and to provide access to any Unit that is located on, or planned for the land described in Article VI from the driveways, roadways and sidewalks located in the Project.

Section 3. Right to Modify Floor Plans. The Developer further reserves the right to amend and alter the floor plans and/or elevations of any buildings and/or Units described in the Condominium Subdivision Plan attached hereto. The nature and appearance of all such altered buildings and/or Units shall be determined by the Developer in its sole judgment. All such improvements shall be reasonably compatible with the existing structures in the Project, as determined by the Developer in its sole discretion.

Section 4. Consolidating Master Deed. A Consolidating Master Deed (subject, however, to Article III, Section 9 of this Master Deed) shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Article VI and Article VII above and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE IX

SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS; ASSIGNMENT AND REASSIGNMENT OF LIMITED COMMON ELEMENTS

Notwithstanding any other provision of the Master Deed or the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article; such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Developer reserves the sole right during the Construction and Sales Period, subject solely to any necessary approvals by the City of Novi but without the consent of any other Co-owner or any mortgagee of any Unit, to take the following action:

(a) **Subdivide Units.** Subdivide or resubdivide any Units which it owns and in connection therewith to construct and install walls, floors, ceilings, utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such construction shall not adversely affect

the structural integrity of the building nor disturb any utility connections serving Units other than temporarily. Such subdivision or resubdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors or assigns.

(b) **Consolidate Contiguous Units.** Consolidate under single ownership two or more Units which are separated only by Unit perimeter walls. In connection with such consolidation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, that existing shafts and chases are not disturbed, and that no utility connections serving other Units are disturbed other than temporarily. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(c) **Relocate Boundaries.** Relocate any boundaries between adjoining Units, separated only by Unit perimeter walls or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation. In connection with such relocation, Developer may alter or remove all or portions of the intervening wall, provided that the structural integrity of the building is not affected thereby, and provided that no utility connections serving other Units are disturbed other than temporarily. The relocation of such boundaries shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors or assigns.

(d) **Amend to Effectuate Modifications.** In any amendment or amendments resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentages of value as set forth in Article V hereof for the Unit or Units subdivided, consolidated or as to which boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of 100% for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentage of value shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so subdivided. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed

to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. One or more Co-owners may undertake:

(a) **Subdivision of Units.** The Co-owner of a Unit may subdivide his or her Unit or upon request to and approval by the Association, by the City, and in accordance with Section 49 of the Act. Upon receipt of such request, the president of the Association involved shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed, duly subdividing the Unit, assigning new identifying numbers to the new Units, designating the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed, duly executed by the Condominium Association, has been recorded in the office of the Oakland County Register of Deeds.

(b) **Consolidation of Units; Relocation of Boundaries.** Co-owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association, and in accordance with Section 48 of the Act. Upon receipt of such request, the president of the Association involved shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating the boundaries, identifying the Units involved, reallocating percentages of value (if necessary) and providing for conveyancing between or among the Co-owners involved in relocation of boundaries. The Co-owners requesting relocation of boundaries shall bear all costs of such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed, duly executed by the Condominium Association, has been recorded in the office of the Oakland County Register of Deeds.

Section 3. Assignment and Reassignment of Limited Common Elements.
Limited Common Elements shall be subject to assignment and reassignment in

accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article IX.

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. 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, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements and Developmental Rights Retained by Developer.

(a) Access Easements.

(i) Located adjacent to the Condominium is land designated for commercial use, which land is more particularly described as follows:

A part of the Northeast 1/4 of Section 23, T1N, R8E, City of Novi, Oakland County, Michigan, more particularly described as follows:

Commencing at the Northeast corner of said Section; thence along the East line of said Section 23, also being the centerline of Meadowbrook Road, S00°22'43"W., 1617.97 feet; thence N70°45'43"W., 63.40 feet to the Point of Beginning; thence S00°22'43"W., 278.20 feet along the westerly line of Meadowbrook Road, (variable width); thence N70°36'38"W., 375.60 feet along the northerly line of Grand River Avenue (variable width R.O.W.); thence continuing along said northerly line N70°47'39"W., 437.32 feet; thence N19°12'21"E., 161.34 feet; thence S70°37'42"E., 93.32 feet; thence 55.98 feet along an arc of a curve to the left, radius of 150.00 feet, central angle of 21°22'58", and a chord bearing S81°19'12"E., 55.66 feet; thence 95.87 feet along an arc of a curve to the right, radius of 126.00 feet, central angle of 43°35'47", and a chord bearing S70°12'48"E., 93.58 feet; thence 58.37 feet along an arc of a curve to the left, radius of 150.00 feet, central angle of 22°17'45", and a

chord bearing S59°33'47"E., 58.00 feet; thence S70°42'40"E., 175.42 feet; thence N19°14'17"E., 103.52 feet; thence S70°45'43"E., 249.15 to the Point of Beginning. Containing 3.56 acres of land.

("The Shops Parcel".) Developer hereby grants for the benefit of itself, its successors and assigns and all future owners of The Shops Parcel, an easement for the purpose of perpetual ingress and egress over the rights-of-way located in the Condominium.

(ii) Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land which may be withdrawn from the Project as reserved in Article VI or any portion or portions thereof, or land that is contiguous to the Condominium, easements for the unrestricted use of all roads, walkways and other General Common Elements in the Condominium for the purpose of further development and construction (on or off the Condominium Premises) by it or its successors and assigns and also for the purpose of perpetual ingress and egress to and from all or any portion of the land described in Article VI above that may be withdrawn from the Project and contiguous land.

(iii) In order to achieve the purposes of this Article and of Article VI of this Master Deed, Developer shall have the right to alter any General Common Element areas existing between said road and any portion of The Shops Parcel or the land described in Article VI that may be withdrawn from the Project and contiguous land, by installation of curb cuts, paving, drives, walks and roadway connections at such locations on and over the General Common Elements as Developer may elect from time to time. Developer shall also have the right, in furtherance of its construction, development and sales activities at the Condominium and on The Shops Parcel, to go over and across, and to permit its agents, contractors, subcontractors and employees to go over and across, any portion of the General Common Elements from time to time as Developer may deem necessary for such purposes. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving, drives, walks or roadway connections or other General Common Elements upon installation thereof or in connection with its construction, development and sales activities, Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance.

(iv) All continuing expenses of maintenance, repair, replacement and resurfacing of any road used for perpetual access purposes referred to in this Section shall be perpetually shared by this Condominium, any developed portions of the land described in Article VI that may be withdrawn from the Project, and land that is contiguous to the Condominium (but not The Shops

Parcel), whose closest means of access to a public road is over such road or roads. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of completed dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other completed dwelling Units on the land described in Article VI not lying within the Condominium whose closest means of access to a public road is over such road. The owner(s) of The Shop Parcel shall have no obligation to contribute towards expenses of maintenance, repair, replacement or resurfacing of the roads in the Condominium. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby, if Developer deems it necessary or desirable to do so. Developer further reserves the right during the Construction and Sales Period to install temporary construction roadways and accesses over the General Common Elements in order to gain access from the Project to a public road.

(v) The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways in Gateway Village of Novi, shown as General Common Elements on Exhibit B. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) Utility Easements.

(i) Developer also hereby reserves for the benefit of itself, its successors and assigns and all future owners of The Shops Parcel, the land described in Article VI that may be withdrawn from the Project or any portion or portions thereof, and contiguous land, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event Developer, its

successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI that may be withdrawn from the Project and land that is contiguous to the Condominium, which are served by such utility mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Article VI not located within the Condominium and contiguous land (but not the Shops Parcel) which benefit from such mains. Provided, however, that the foregoing expenses are to be paid and shared only if such expenses are not borne by a governmental agency or public utility. Provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association to the extent such leads are located on the Condominium Premises. The Co-owners and the Association shall have no responsibility with respect to any utility leads which service dwellings outside the Condominium Premises. The owner(s) of The Shop Parcel, to the extent it shares any utility mains with the Condominium, and such utility mains are not serviced by either a utility company or governmental entity, shall proportionately share in the maintenance, upkeep, repair and replacement of the utility mains based on an equitable formula as determined by Developer.

(ii) The Developer reserves the right at any time until the elapse of two (2) years after the expiration of the Construction and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities to governmental agencies or to utility companies. Any such grants of easement or transfers of title may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and

unanimously consented to such amendment or amendments of this Master Deed as may be required to effectuate any of the foregoing grants of easement or transfers of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer so long as the Construction and Sales Period has not expired.

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. It is also a matter of concern that a Co-owner may fail to properly maintain his Unit and its appurtenant Limited Common Elements in accordance with the Condominium Documents and standards established by the Association. Therefore, in the event a Co-owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or otherwise keep his Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Construction and Sales Period) shall have the right, and all necessary easements in furtherance thereof, (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with his monthly assessment installment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Construction and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, fiber optic service, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. Emergency Vehicle And Service Vehicle Access. There shall exist for the benefit of the City of Novi, or other emergency or public service agency or authority, an easement over all roads in the Condominium for use by the emergency and/or service vehicles of the City or such agencies. The easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, school bus and mail or package delivery, and other lawful governmental or private emergency or other reasonable and necessary services to the Condominium Project and Co-owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 7. Sedimentation Basin. There shall exist an easement for the benefit of The Shops Parcel for the shared use of the sedimentation basin located in the Condominium, adjacent to Meadowbrook Road. The owner(s) of The Shops Parcel shall have no obligation to contribute towards the expenses of maintenance or repair or any other related expenses to this sedimentation basin that may arise.

Section 8. Village Commons. The owner(s), successors, assigns, tenants, guests and invitees of The Shops Parcel are granted an easement to use, for passive pedestrian purposes, without any obligation to contribute towards the maintenance thereof, the Village Commons, identified as such on the Condominium Subdivision Plan.

ARTICLE XI

USE OF ADJOINING PARCEL

The Shops Parcel, located adjacent to the Condominium, is a parcel of land designated for commercial use pursuant to a certain Consent Judgment entered on June 1, 1990 in the Circuit Court of the County of Oakland, as amended by the Stipulated Order to Amend Consent Judgment entered on June 10, 1996 and recorded in Liber 16581, Pages 450 through 545, Oakland County Records, and further amended by the Stipulated Amendment to Consent Judgment entered May 16, 2001 in Oakland County Circuit Court, File No. 86-316708-CH. The use of such land may involve, among other things, restaurant and retail use. Accordingly, such activities may be above that which is considered satisfactory from a nuisance factor. Noise, restaurant smells and other irritants may be observed and hours of operation at times may extend late in the evenings and into the early morning hours. By purchasing a Unit in the Condominium, Co-owners are aware of the potential of the existence of the forgoing conditions and activities on the adjacent property.

ARTICLE XII

AMENDMENT

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except as hereinafter set forth:

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided above to the contrary.

Section 2. Mortgagee Consent. Amendments shall require the approval of first mortgagees in accordance with Section 90a of the Act.

Section 3. By Developer. Pursuant to Section 90(l) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other document without the written consent of the Developer.

ARTICLE XIII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the power to approve or disapprove any act, use or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing duly recorded in the office of the Oakland County Register of Deeds.

[Signature and acknowledgment appear on following page]

WITNESSES:

GATEWAY VILLAGE OF NOVI, L.L.C., a
Michigan limited liability company

C. Kim Shierk
C. Kim Shierk

Linda Phipps-Chirrup
LINDA PHIPPS-CHIRUP

By: Pierre Nona
Pierre Nona, Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 22nd day of March, 2002, the foregoing Master Deed was acknowledged before me by Pierre Nona, the Manager of Gateway Village of Novi, L.L.C., a Michigan limited liability company, on behalf of the company.

Linda Phipps-Chirrup
LINDA PHIPPS-CHIRUP
Notary Public, OAKLAND County, MI
My commission expires: 9-21-2005

Master Deed drafted by and when recorded return to:
C. Kim Shierk of
Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Avenue, Suite 235
Bloomfield Hills, Michigan 48304-2221

GATEWAY VILLAGE OF NOVI

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Gateway Village of Novi, a residential Condominium Project located in the City of Novi, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Association Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Co-owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers, mortgagees and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

ARTICLE II

ASSESSMENTS

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof in accordance with the following provisions:

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the

Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular monthly payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this subsection may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. 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 said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$10,000.00 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 4 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subsection shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subsection (a) above, may be made by the Board of Directors from time to time and

approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$10,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5(b) hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subsection (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 66-2/3% of all Co-owners. The authority to levy assessments pursuant to this subsection is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be equally apportioned among and paid by the Co-owners, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. An automatic late charge not exceeding \$50 per installment per month may be added to each installment in default for ten or more days until each installment together with all applicable late charges is paid in full. The Board of Directors shall also have the right to apply a discount for assessments received by the Association on or before the date on which any such assessment falls due. Each Co-owner (whether one or more persons) including a land contract vendee, shall be, and remain, personally liable for the payment of all assessments (including automatic late charges and other fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner including Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates. Co-owners delinquent in paying assessments shall be ineligible to serve on committees or as a Director of the Association.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration or for

payment of assessments to the Condominium by waiver of the use or enjoyment of any of the amenities or any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments together with all applicable late charges, interest, fines, costs, advances paid by the Association to protect its lien, actual attorney fees (not limited to statutory fees) and other costs, by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may assess additional fines for chronic late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4 and Article XX of these Bylaws which fines may be in addition to automatic late charges previously established. All of these remedies shall be cumulative and not alternative.

(b) **Foreclosure Proceedings.** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may 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 Project 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 assessments is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

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

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including late charges, interest, fines, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, and other costs, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit.

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit.

Section 7. Developer's Responsibility for Assessments. During the period up to the time of the First Annual Meeting of Members held in accordance with provisions of Article IX, Section 2 hereof, the Developer of the Condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment (except with respect to occupied units that it owns). Developer, however, shall during the period up to the First Annual Meeting of Members pay a proportionate share of the Association's current maintenance expenses actually incurred from time to time based upon the ratio of completed Units owned by Developer at the time the expense is incurred to the total number of Units in the Condominium. In no event shall Developer be

responsible for payment, until after said First Annual Meeting of Members, of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to occupied Units owned by it. Developer shall, however, maintain at its own expense any incomplete Units owned by it. Developer shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not completed notwithstanding the fact that such incomplete Units may have been depicted in the Master Deed. Further, Developer shall in no event be liable for any assessment, general or special, levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. "Occupied Unit" shall mean a Unit used as a residence. "Completed Unit" shall mean a Unit with respect to which a final certificate of occupancy has been issued by the City of Novi or Oakland County.

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

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

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

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments, interest, late charges, fines, costs and other fees as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments against the Condominium Unit together with interest, costs, fines, late charges and attorney fees, and the lien securing same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

Section 3. Election of Remedies. Such election and written consent by Co-owners or the Association to submit any such dispute, claim or grievance to arbitration shall preclude such parties from litigating such dispute, claim or grievance in the courts.

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and certain other portions of the Condominium Project, as set forth below and such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

(a) **Responsibilities of Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and

thereafter to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, for improvements to his Unit or Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire or other catastrophe, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation, sewers, roads and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include unpainted surface of interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures and equipment within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

(c) **Premium Expenses.** All premiums upon insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate bank account

and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article 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.

(e) **Deductible.** When a claim is made on any of the insurance policies maintained by the Association which is subject to a deductible amount, the deductible amount shall be paid by the Co-owner of the damaged Unit or appurtenant Limited Common Element sustaining the damage or, in the event more than one Unit is involved, then the deductible shall be equally shared by the Owners of such Units. In the case of damage to a General Common Element, the deductible shall be paid by the Association.

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in 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 Project, his Unit and the Common Elements appurtenant thereto, with such insurer as may, from time to time, provide such insurance for the Condominium Project. 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 Condominium Documents), 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

RECONSTRUCTION OR REPAIR

Section 1. Determination to Reconstruct or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired shall be made in the following manner:

(a) **Partial Damage.** 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 vote of 80% of the Co-owners in the Condominium that the Condominium shall be terminated.

(b) **Total Destruction.** If the Condominium is so damaged that no Unit is tenantable, the damaged property shall not be rebuilt unless 80% or more of the Co-owners agree to reconstruction by vote or in writing within 90 days after the destruction.

Section 2. Repair in Accordance with Plans and Specifications. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications for the Project to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. Co-owner Responsibility for Repair.

(a) **Definition of Co-owner Responsibility.** If the damage is only to a part of the contents of a Unit which are the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to maintain, repair and replace such damage in accordance with subsection (b) hereof. In all other cases, the responsibility for maintenance, repair and replacement shall be that of the Association.

(b) **Damage to Unit.** Each Co-owner shall be responsible for the maintenance, repair and replacement of the contents of his 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 fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures and equipment which are standard items within a Unit, are covered by insurance held by the Association, then the replacement or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V subject, however, to the Co-owner's obligation to pay any insurance deductible amount as required by Article IV, Section 1(e) above; provided, however, any and all insurance deductible amount shall be paid by the Co-owner of the Unit and/or appurtenant Limited Common Element sustaining the damage. If any other items located within a Unit are 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 of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as otherwise provided in the Master Deed and in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that

existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within a reasonable time thereafter using its or his best efforts, after the date of the occurrence which caused damage to the property.

Section 6. Eminent Domain. Section 133 of the Act and the following provisions shall control upon any taking by eminent domain:

(a) **Taking of Unit.** In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear. After acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

(b) **Taking of Common Elements.** If there is any taking of any portion of the Condominium other than any Unit, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

(c) **Continuation of Condominium After Taking.** In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. 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. Costs incurred to accomplish matters required by this subsection shall be borne by the Association.

(d) **Notification of Mortgagees.** 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. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or the Federal National Mortgage Association ("FNMA") then, upon request therefor by FHLMC or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

Section 8. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit 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

RESTRICTIONS

All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residence purposes and the Common Elements shall be used only for purposes consistent with the use of single-family residences.

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least six months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be

deemed to incorporate, all of the provisions of the Condominium Documents. The Developer, or its assigns, may lease any number of Units in the Condominium in its discretion and shall not be subject to the foregoing, or the leasing procedures set forth in subsection (b) below, when leasing to individuals that hold a binding Purchase Agreement for a Unit in the Condominium and are waiting to close and move into the Unit.

(b) **Leasing Procedures**. The leasing of Units in the Project shall conform to the following provisions:

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form or otherwise agreeing to grant possession of a Condominium Unit to a potential lessee of the Unit and, at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If no lease form is to be used, then the Co-owner or Developer shall supply the Association with the name and address of the potential lessee, along with the rental amount and due dates under the proposed agreement.

(2) Tenants or non-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.

(3) If the Association determines that the tenant or non-owner occupant has 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.

(ii) The Co-owner shall have 15 days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 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 eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

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

(a) Issue a statutory notice to quit for non-payment of rent to the tenant and shall have the right to enforce that notice by summary proceeding.

(b) Initiate proceedings pursuant to subsection (3)(iii).

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his 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, without limitation, exterior painting or the erection of antennas, satellite dishes, lights, barbecues and grills, aerials, flags, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. Gas operated barbecues and grills only shall be permitted. No drilling of holes in any Common Element walls shall be permitted. Notwithstanding the foregoing limitations, the following types of antenna may be installed subject to reasonable conditions that may provide for, among other things, restricting their placement to within the Limited Common Element assigned to the Unit and prohibiting the drilling of holes in any exterior wall, roof, window or railing, in a Unit or on a Limited Common Element that the Co-owner has direct or indirect ownership and exclusive use or control of: disk antennas one meter or less in diameter and traditional stick-type antenna. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. It shall be permissible for Co-owners to cause to be installed television antennas in the attic areas above Units; providing, however, that any damage or expense to the Common Elements or to the Association resulting from such installation shall be borne by the Co-owner performing or authorizing such installation. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which

may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No stereo speakers are to be affixed or placed adjacent to common walls. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. Except for two dogs, two cats or one dog and one cat, no animals shall be maintained by any Co-owner on the Premises. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No pet shall be permitted to be tethered on the Common Elements. No dog whose barks can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access

to or from any garage. No unsightly condition shall be maintained on any porch or balcony and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any Unit shall be made of or lined with material which is white or off-white in color. Reflective or colored film on windows is prohibited except as provided in duly adopted rules and regulations of the Association. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Notwithstanding anything herein to the contrary, each Co-owner may store personal property owned by that Co-owner or those residing with that Co-owner in the Limited Common Element parking spaces in each garage appurtenant to that Co-owner's Unit, provided that (i) storage of any items of personalty for commercial or industrial purposes or business uses is prohibited; (ii) storage of any item of personalty which would violate any building, health, safety or fire code or ordinance, or cause the insurance premiums for the Unit or the Condominium to increase is prohibited; and (iii) such storage shall remain subject to all other restrictions contained herein, including the garage door closure provision hereof. Washing of vehicles which are owned by a Co-owner or those residing with that Co-owner shall be permitted by these Bylaws in the Limited Common Element parking space of the Unit owned by that Co-owner, provided the Association shall have the right to establish reasonable rules and regulations for such washing, including the time and manner thereof.

Section 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, personal watercrafts, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in the garage with the door closed. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks, which shall include without limitation pick-up trucks with snow blades affixed or with a company name on the outside of the truck, shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Each Co-owner shall park his car in the garage space provided therefor and shall park any additional car which he owns in the Limited Common Element parking space immediately adjoining his garage space. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. Use of motorized vehicles anywhere on the Condominium Premises, other than on the roads, is absolutely

prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time. The Association shall have the right to place or cause to be placed adhesive windshield stickers on cars improperly parked and may also enable private towing of improperly parked vehicles to off-premises locations, all without any liability on the part of the Association to the owners or user of any such improperly parked vehicles.

Section 8. Advertising. No signs or other advertising devices of any kind, including without limitation balloons and banners, 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 Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws and other applicable laws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners after adoption; provided, however, that any rules and regulations, and amendments thereto duly adopted shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the rules and regulations.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Limited Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association means of access to his Unit and any Limited Common Elements appurtenant thereto during all periods of absence, and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common

Elements without the prior written approval of the Association and except as specified in the architectural control policies.

Section 12. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, roads, and parking areas, shall not be obstructed nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. 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 Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees. To the extent any such damages or costs are covered by insurance carried by the Association, the responsible Co-owner shall bear the expense 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 14. Reserved Rights of Developer.

(a) **Prior Approval by Developer.** During the Construction and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and

harmonious residential development, and shall be binding upon both the Association and upon all Co-owners.

(b) **Developer's Rights in Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained in the Condominium Documents or elsewhere, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer. It may continue to do so during the entire Construction and Sales Period and may continue to do so even after the conclusion of the Construction and Sales Period and for so long as Developer continues to construct or owns or holds title or an option or other enforceable interest in land for development as condominiums within two miles from the perimeter of the Condominium Project. Developer shall also have the right to maintain or conduct on the Condominium Premises any type of promotional activity it desires, including the erection of any and all kinds of temporary facilities relative to the marketing and promotion of the Project.

(c) **Enforcement of Condominium Documents.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association or any Co-owner fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws and the other Condominium Documents throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws or the other Condominium Documents.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may,

at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association may give to the holder of any first mortgage covering any Unit in the Project 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. Insurance. The Association shall notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 3. Notification of Meeting. 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

VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns and for which it is paying a regular Association maintenance assessment.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association 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 Condominium

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. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting 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.

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person 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 members of the Association. Cumulative voting shall not be permitted.

Section 6. Majority. A majority, except where otherwise provided herein, shall consist of more than 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, a majority may be required to exceed the simple majority hereinabove set forth of designated voting representatives present in person or by proxy, or by written vote, if applicable, at a given meeting of the members of the Association.

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% of the Units in Gateway Village of Novi, determined with reference to the

recorded Master Deed, have been conveyed and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days written notice thereof shall be given to each Co-owner.

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

Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 5. Notice of Meetings. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as of the time and place where it is to be held, upon each Co-owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association by Article VIII, Section 3 of these Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) appointment of inspector of elections (at annual meetings or special

meetings held for purpose of election of Directors or officers); (e) election of Directors (at annual meeting or special meetings held for such purpose); (f) reports of officers; (g) reports of committees; (h) unfinished business; and (i) new business. Meeting of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of

the total number of Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three members and shall continue to be so comprised unless enlarged to five members in accordance with the provisions of Section 2 hereof. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board may be increased in size from three persons to five persons, as the Developer, in its discretion, may elect. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% of the Units, one of the Directors shall be selected by non-developer Co-owners. In the event the Board is increased to five Directors as indicated in subsection (a) above, not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% of the Units, two of the Directors shall be selected by non-developer Co-owners. When the required percentage level of

conveyance has been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that Co-owners may elect the required Director or Directors. Upon certification by the Co-owners to the Developer of the Director so selected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated. Additional non-developer Co-owners may also be elected to the Board or removed therefrom at the Developer's pleasure.

(c) Election of Directors at and After First Annual Meeting.

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as the Units that remain to be conveyed equal at least 10% of all Units in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the elapse of 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (i). Application of this subparagraph does not require a change in the size of the Board of Directors.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subparagraph (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subparagraph shall not eliminate the right of the Developer to designate one member as provided in subparagraph (i).

(iv) At the First Annual Meeting two (or three) Directors (depending on the total number of Directors on the Board) shall be elected for a term of two years and one (or two) Directors shall be elected for a term of one year. At such meeting all nominees shall stand for election as one slate and the two (or three) persons receiving the highest number of votes shall be elected for a term of two years and the one (or two) persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either one, two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for either one or two of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

(v) Once the Co-owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of Co-owners to elect Directors and conduct other business shall be held in accordance with the provisions of Article IX, Section 3 hereof.

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

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

(a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.

(b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.

(c) To carry insurance and collect and allocate the proceeds thereof.

(d) To rebuild improvements after casualty.

(e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the

Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association qualified to vote.

(h) To make rules and regulations in accordance with Article VI, Section 9 of these Bylaws.

(i) To establish such committees as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

(j) To enforce the provisions of the Condominium Documents.

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

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the members of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among non-developer Co-owner elected Directors which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Section 2(b) of this Article.

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

Section 8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 20 days of election at such place as shall be fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary to the newly elected Directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least 10 days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three days' notice to each Director, given personally, by mail, telephone, facsimile, electronic mail, or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a

subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 14. Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 15. Civil Actions. The Association has the authority to commence civil actions on behalf of the Co-owners subject to the prior approval of no less than sixty (60%) percent of the Co-owners; provided, however, the Board of Directors of the Association shall be permitted, acting upon a majority vote of the Board, to bring a civil action to enforce the following: (i) provisions of the Condominium Master Deed and Bylaws and (ii) payment of assessments against and from the Co-owners. All civil actions requiring the approval of the Co-owners shall first be reviewed by the Board of Directors to evaluate its merit. A special meeting of the Co-owners shall be held for the purpose of voting on whether or not to proceed with the litigation. A special assessment to fund any such litigation will also require the approval of no less than sixty (60%) percent of the Co-owners. Each member of the Association shall have the right to enforce the provisions of this Section 15.

Section 16. Covenants Committee. The Board of Directors may establish a committee, consisting of three members appointed by the Board, each to serve for a term of one year ("Covenants Committee"). The purpose of the Covenants Committee shall be to facilitate the maintenance of the Condominium in a manner: (1) to provide for visual harmony and soundness of repair; (2) to avoid activities deleterious to the aesthetic or property values of the Condominium; (3) to further the comfort of the Unit Owners, their guests and tenants; and (4) to promote the general welfare and safety of the Condominium community. The Covenants Committee shall regulate the external design, appearance, use and maintenance of the Units and the Common Elements. The Covenants Committee shall have the power to impose reasonable application fees as well as the costs of reports, analyses, or consultations required in connection with improvements or changes proposed by a Unit Owner. Any action, ruling or decision of the Covenants Committee may be appealed to the Board of Directors by the Co-owner involved and the Board may modify or reverse any such action, ruling or decision. The Covenants Committee shall have such

additional duties, powers and authority as the Board of Directors may from time to time provide by resolution. The Board of Directors may relieve the Covenants Committee of any of its duties, powers and authority either generally or on a case-by-case basis. The Covenants Committee shall carry out its duties and exercise its powers and authority in the manner provided for in the rules and regulations or by resolution of the Board of Directors. The Covenants Committee shall act on all matters properly before it within forty-five days; failure to do so within the stipulated time shall constitute an automatic referral of such matters to the Board of Directors for consideration.

ARTICLE XII

OFFICERS

Section 1. Officers. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, a Vice President, a Secretary and a Treasurer. The Directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

(a) **President.** The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

(d) **Treasurer.** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible

for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as may, from time to time, be designated by the Board of Directors.

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

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

Section 4. Duties. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited or reviewed at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy

of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV

LIMITATION AND ASSUMPTION OF LIABILITY OF VOLUNTEERS; INDEMNIFICATION

Section 1. Limitation of Liability of Volunteers. No Director or officer of the Association who is a volunteer Director or volunteer officer (as these terms are defined in the Michigan Non-Profit Corporation Act) of the Association shall be personally liable to the Association or its members for monetary damages for breach of his or her fiduciary duty as a volunteer Director or officer except for liability arising from: (a) Any breach of the volunteer Director's or officer's duty of loyalty to the Association or its Members; (b) Acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law; (c) A violation of Section 551(1) of the Michigan Non-Profit Corporation Act; (d) Any transaction from which the volunteer Director or officer derived an improper personal benefit; or (e) An act or omission that is grossly negligent.

Section 2. Assumption of Liability of Volunteers. The Association further assumes liability for all acts or omissions of a volunteer Director, volunteer officer or other volunteer occurring on or after the effective date of this Article if all of the following are met: (a) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (b) the volunteer was acting in good faith; (c) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (d) the volunteer's conduct was not an intentional tort; and (e) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of Michigan Public Acts of 1956.

Section 3. Indemnification of Volunteers. The Association shall also indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Association, by reason of the fact that the person is or was a volunteer Director, volunteer officer, or nondirector volunteer of the Association, against all expenses including attorney's fees, judgments, penalties, fines, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit, or proceeding if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. In the event of any claim for indemnification hereunder based upon a settlement by the volunteer Director, volunteer officer, or nondirector volunteer seeking such indemnification, the indemnification herein shall apply only if the Board of Directors (with any Director seeking indemnification abstaining) approves such settlement and indemnification as being in the best interest of the corporation. The indemnification and advancement of expenses provided by or granted pursuant to this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement or expenses may be entitled under the Articles of Incorporation, the Bylaws, contractual agreement, or otherwise by law and shall continue as to a person who has ceased to be a volunteer Director or volunteer officer or nondirector volunteer of the corporation and shall inure to the benefit of the heirs, executors, and administrators of such person. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all members thereof. The Association shall maintain insurance coverage to cover indemnification payments made pursuant to this Article XV.

ARTICLE XVI

AMENDMENTS

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more of the Co-owners by instrument in writing signed by them.

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless as otherwise provided in Section 90a of the Act.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee, including, without limitation, amendments either altering or confirming the size of the Board of Directors as provided in Article XI, Section 2.

Section 5. When Effective. Any amendment to these Bylaws shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

Section 6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws.

Section 5. Non-waiver of Right. The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 6. Cumulative Rights, Remedies and Privileges. All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. In such a proceeding, the Association, if successful, shall recover the cost of the

proceeding and reasonable attorney fees, as determined by the Court. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

Section 1. General. The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any duly adopted Rules and Regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Co-owner. Such Co-owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures. Upon any such violation being alleged by the Board, the following procedures will be followed:

(a) **Notice.** Notice of the violation, including the Condominium Document provision violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the Notice. The offending Co-owner may, at his option, elect to forego the appearance as provided herein by delivery of a written response to the Board.

(c) **Default.** Failure to respond to the notice of violation constitutes a default.

(d) **Hearing and Decision.** Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, in the event of the Co-owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Amounts. Upon violation of any of the provisions of the Condominium Documents and after default of the offending Co-owner or upon the decision of the Board as recited above, the following fines shall be levied:

- (a) **First Violation.** No fine shall be levied.
- (b) **Second Violation.** Twenty-Five Dollar (\$25.00) fine.
- (c) **Third Violation.** Fifty Dollar (\$50.00) fine.
- (d) **Fourth Violation and Subsequent Violations.** One Hundred Dollar (\$100.00) fine.

Section 4. Collection. The fines levied pursuant to Section 3 above shall be assessed against the Co-owner and shall be due and payable together with the regular Condominium assessment installment on the first of the next following month. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitation, those described in Article II and Article XIX of these Bylaws.

Section 5. Developer Exempt From Fines. The Association shall not be entitled to assess fines against the Developer during the Construction and Sales Period for any alleged violations of the Condominium Documents but shall be remitted solely to its other legal remedies for redress of such alleged violations.

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any

circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

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

**OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. _____**

EXHIBIT "B" TO MASTER DEED OF

GATEWAY VILLAGE OF NOVI

**A PART OF THE NORTHEAST 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN**

LEGAL DESCRIPTION

A PART OF THE NORTHEAST 1/4 OF SECTION 23, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION 23, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD, S.00°22'43"W., 1427.73 FEET; THENCE N.70°37'48"W., 63.45 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF MEADOWBROOK ROAD, (VARIABLE WIDTH) S.00°22'43"W., 190.39 FEET; THENCE N.70°45'43"W., 249.15 FEET; THENCE S.19°14'17"W., 103.52 FEET; THENCE N.70°42'40"W., 175.42 FEET; THENCE 58.37 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS OF 150.00 FEET, CENTRAL ANGLE OF 22°17'45", AND A CHORD BEARING N.59°33'47"W., 58.00 FEET; THENCE 95.87 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS OF 126.00 FEET, CENTRAL ANGLE OF 43°35'47", AND A CHORD BEARING N.70°12'48"W., 93.58 FEET; THENCE 55.98 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS OF 150.00 FEET, CENTRAL ANGLE OF 21°22'58", AND A CHORD BEARING N.81°19'12"W., 55.66 FEET; THENCE N.70°37'42"W., 93.32 FEET; THENCE S.19°12'21"W., 161.34 FEET; THENCE N.70°47'39"W., 534.52 FEET ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE (VARIABLE WIDTH); THENCE N.00°20'28"E., 626.38 FEET; (PREVIOUSLY DESCRIBED AS N.01°04'00"E., 627 FEET); THENCE N.89°17'30"E., 127.39 FEET; THENCE S.00°22'50"W., 174.65 FEET; THENCE S.70°37'48"E., 318.96 FEET; THENCE S.19°22'12"W., 25.00 FEET; THENCE S.70°37'48"E., 903.73 FEET; TO THE POINT OF BEGINNING. CONTAINING 10.89 ACRES OF LAND.

DEVELOPER

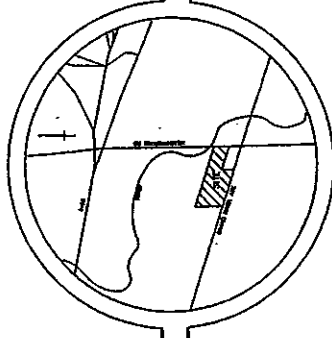
GATEWAY VILLAGE OF NOVI, L.L.C.

26699 WEST TWELVE MILE ROAD
SUITE 200
SOUTHFIELD, MICHIGAN 48034
(248) 352-9333

SURVEYOR

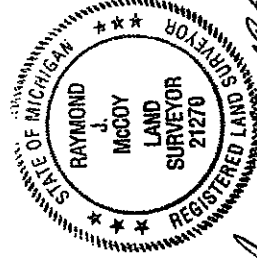
MICKALICH and ASSOCIATES, INC.

2359 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 852-1900



SHEET INDEX

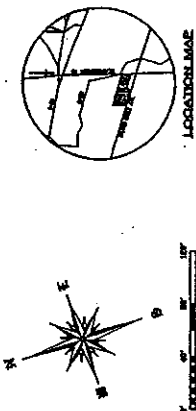
1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. SITE PLAN
5. FLOOR PLANS
6. BUILDING CROSS SECTION
7. BUILDING ELEVATIONS
8. UTILITY PLAN
9. UTILITY PLAN
10. COORDINATE PLAN
11. COORDINATES
12. COORDINATES
13. COORDINATES



ALLERSON COUNTY REGISTER OF DEEDS
CONDOMINIUM SUBDIVISION PLAN NUMBER SHALL BE
NUMBERED CONSECUTIVELY WHEN RECORDED BY THE
REGISTER OF DEEDS AND SHALL BE DESIGNATED
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN
NUMBER. THE NUMBER MUST BE PROPERLY
SHOWN ON THIS SHEET AND ON SHEET 2 IN THE
SURVEYORS CERTIFICATE.

PROPOSED DATED MARCH 12, 2002

SHEET No. 1



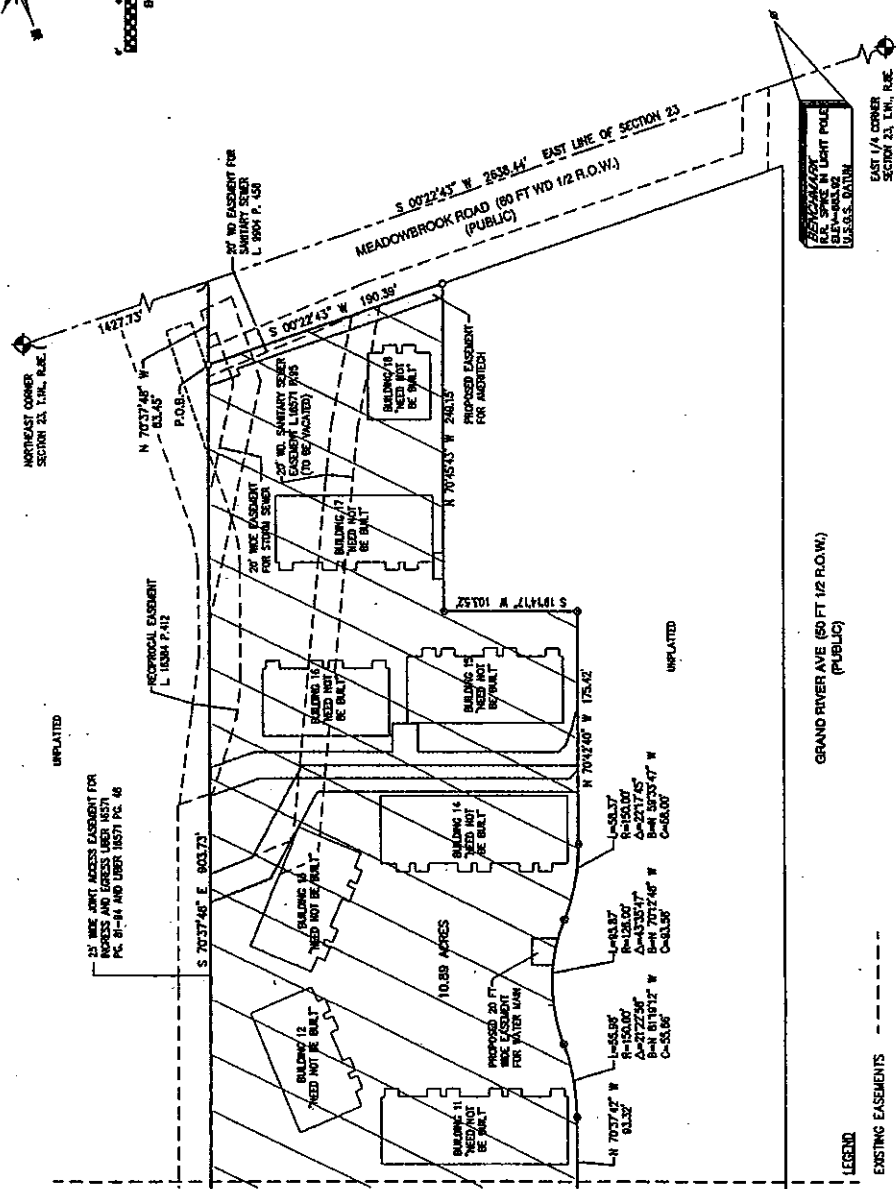
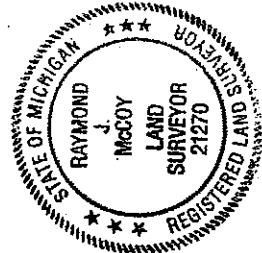
LOCATION MAP

SCALE 1"=40'

Project No.	GATEWAY VILLAGE OF 101
Survey Plan	SURVEY PLAN
Sheet No.	82220
Sheet Count	2
Proposed Date	MARCH 12, 2007
Copyright	©2007

I, RAYMOND J. MCCOY, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, DO HEREBY CERTIFY THAT THE SURVEY PLAN AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY MADE UNDER MY DIRECT SUPERVISION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN SHOWN, AND THAT THE SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 56 OF THE PUBLIC ACTS OF 1978. THAT THE ACCURACY OF THIS SURVEY IS GUARANTEED BY THE SURVEYOR'S PROFESSIONAL SEAL AND SIGNATURE.

RAYMOND J. MCCOY, REGISTERED LAND SURVEYOR
 NUMBER 21270
 2334 ALICE INDUSTRIAL DRIVE
 ROCHESTER HILLS, MICHIGAN 48068



NOTE:
 SUBJECT PROPERTY DOES NOT LIE WITHIN AN ESTABLISHED
 FLOOD PLAIN PER FEMA FLOOD INSURANCE RATE MAP
 COMMUNITY PANEL No. 260175 0007 C MAP REVISED MAY 3, 1993

BEARINGS BASED ON EAST LINE OF SECTION 23, T.1N., R.1E.,
 ACCORDING TO A SURVEY BY BOSS ENGINEERING AS RECORDED
 IN LIBER 16571 PAGE 121.

- LEGEND**
- EXISTING EASEMENTS
 - PROPOSED EASEMENTS
 - BOUNDARY LINE
 - SET MONUMENT
 - SET NAIL IN CONCRETE
 - CONTRACTABLE AREA



MA
MICKALICH and
ASSOCIATES, INC.
CIVIL ENGINEERING
SURVEYING PLANNING
2569 Ames Industrial Drive
Pacemaker Hills, McHenry, IL 60050
PHOTOGRAPHY 815-462-4020
FAX 815-462-3070
[HTTP://WWW.MICKALICH.COM](http://www.mickalich.com)

**GATEWAY
VILLAGE OF NOWI**

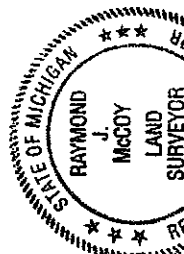
SURVEY PLAN

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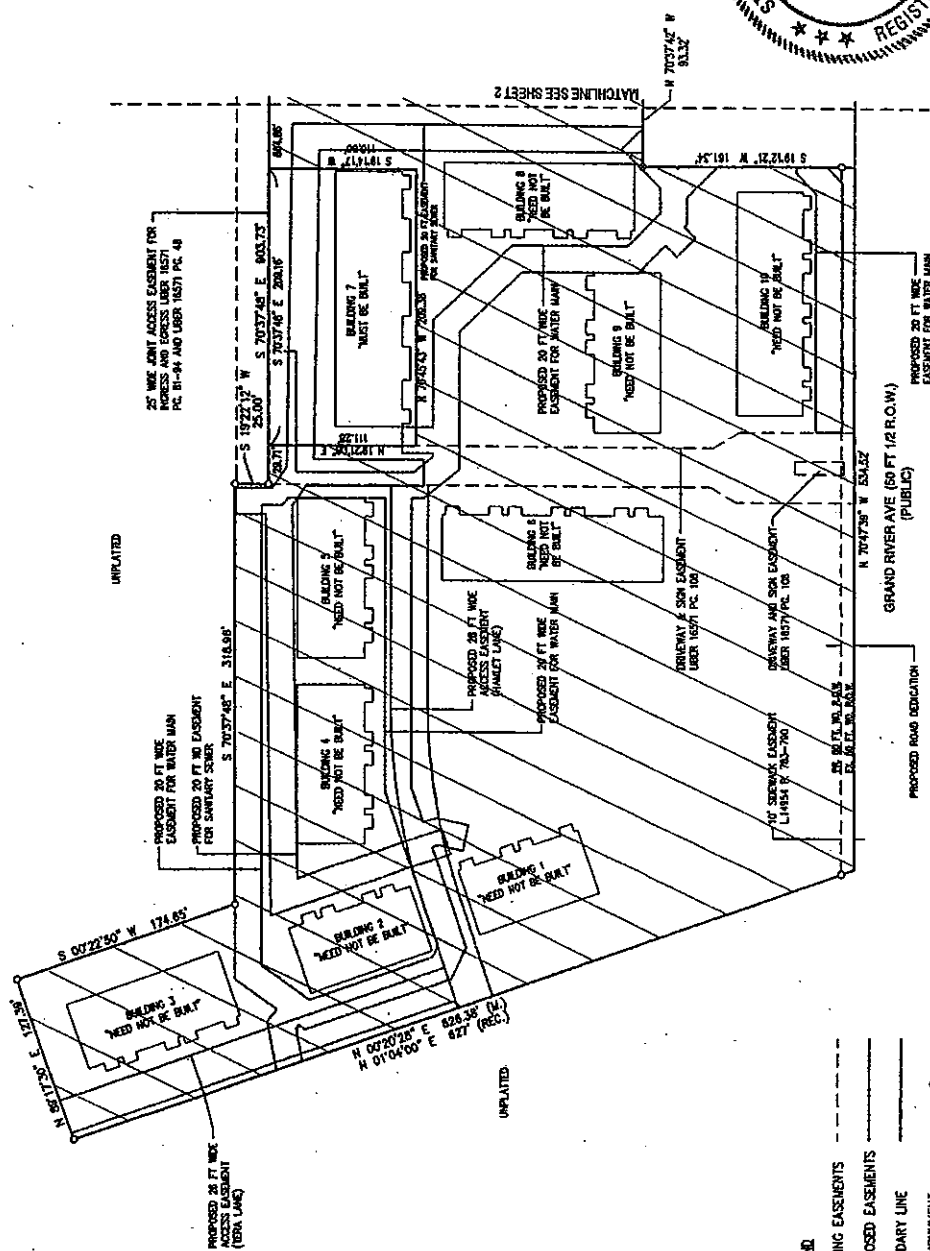
© 2004

PROPOSED DATED MARCH 12, 2002

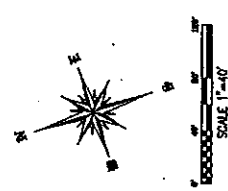
10



[Signature]

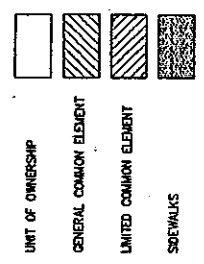


LEGEND
EXISTING
PROPOSED
BOUNDARY
SET MARK
SET NAIL
CONTRACT

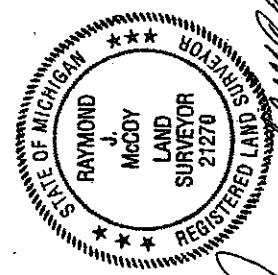


LOCATION MAP

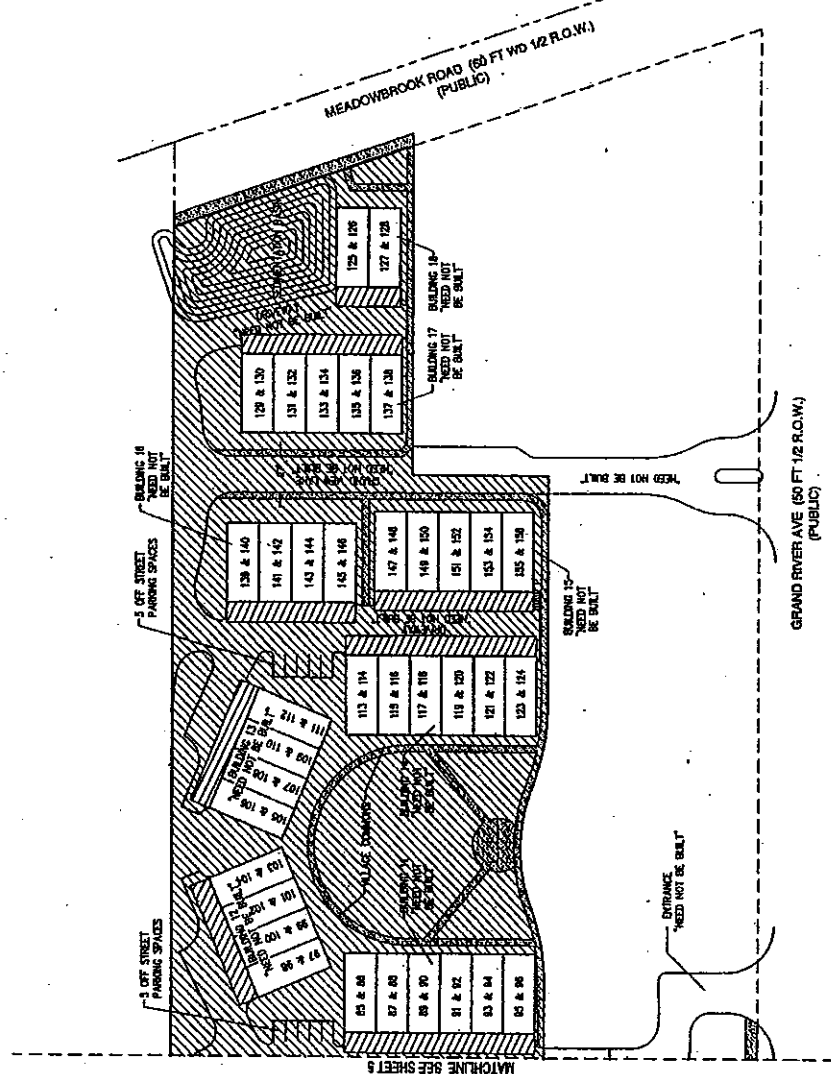
LEGEND



NOTES:
ALL UNITS AND COMMON ELEMENTS ARE DESIGNATED AS CONVEYABLE AREAS PURSUANT TO ARTICLE VI OF THE MASTER DEED.
SHEWMAK'S ADJACENT TO BUILDING 7, GRAND RIVER AVENUE, PLURICO LANE, AND HAMLET LANE "MUST BE BUILT".
ALL OTHER SHEWMAK'S "NEED NOT BE BUILT".
ALL STREETS WITHIN THE PROJECT ARE PRIVATE.
UNITS 1-18 MUST BE BUILT. UNITS 17 THROUGH 184 NEED NOT BE BUILT.
SEE SHEET 6 FOR EXACT FLOOR PLANS.



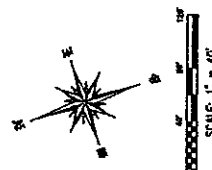
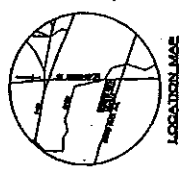
PROPOSED DATE: MARCH 12, 2002



MATCHLINE SEE SHEET 5

[illegible]

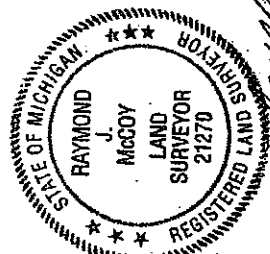
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Revised	Revised	Revised
Checked	Checked	Checked
Drawn	Drawn	Drawn
Project No.	88220	
Sheet No.	5	



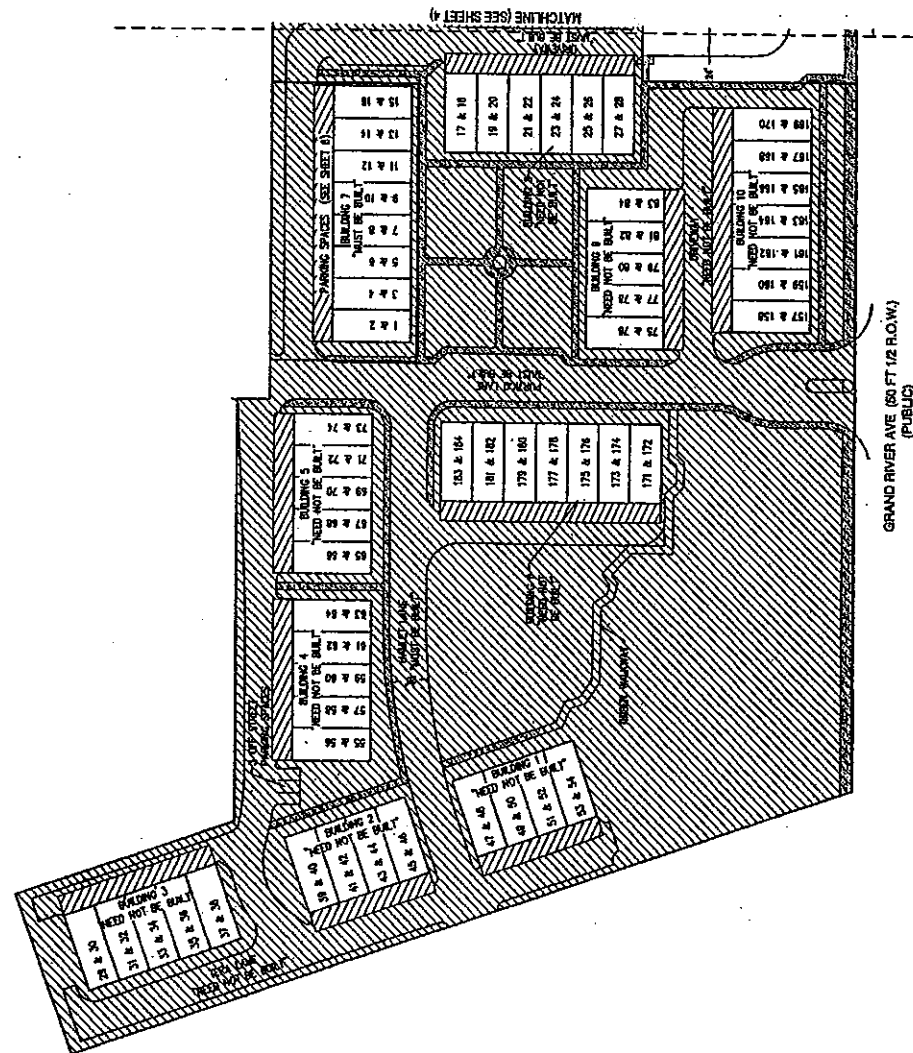
LEGEND

- UNIT OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- SIDEWALKS

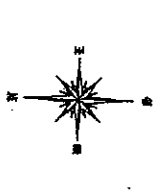
NOTES:
ALL UNITS AND COMMON ELEMENTS ARE DESIGNATED AS CONVERTIBLE AREAS PURSUANT TO ARTICLE IV OF THE MASTER DEED.
SIDEWALKS ADJACENT TO BUILDING 2, GRAND RIVER AVENUE, PARKED LANE, AND HARLET LANE "MUST BE BUILT".
ALL OTHER SIDEWALKS "NEED NOT BE BUILT".
ALL STREETS WITHIN THE PROJECT ARE PRIVATE.
UNITS 1-16 MUST BE BUILT. UNITS 17 THROUGH 184 "NEED NOT BE BUILT".
SEE SHEET 6 FOR EXACT FLOOR PLANS



PROPOSED DATE: MARCH 12, 2002



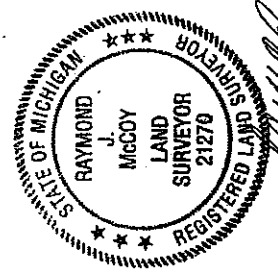
Owner	City of Grand Rapids
Architect	Mickalich and Associates, Inc.
Engineer	Mickalich and Associates, Inc.
Surveyor	Raymond J. McCoy
Scale	1/8" = 1'-0"
Sheet No.	08220
Revision	
Drawn By	
Check By	
Approved By	
Scale	
Notes	



LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT OF OWNERSHIP

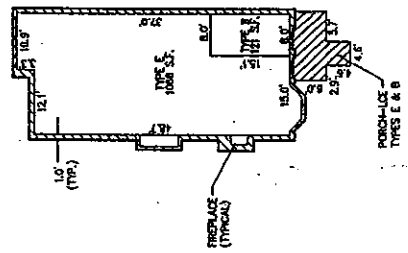
- NOTES:**
1. UNITS 1 THROUGH 16 "MUST BE BUILT"
 2. UNITS 17 THROUGH 184 "NEED NOT BE BUILT"
 3. SEE SHEET 8 FOR BUILDING ELEVATIONS
 4. ALL BUILDINGS TO BE BUILT ON CONCRETE SLAB.



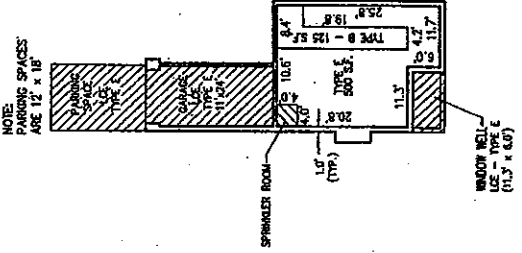
Raymond J. McCoy

PROPOSED DATE: MARCH 12, 2007

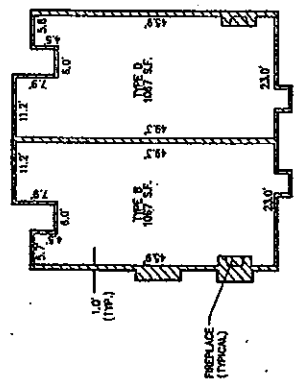
© 2000



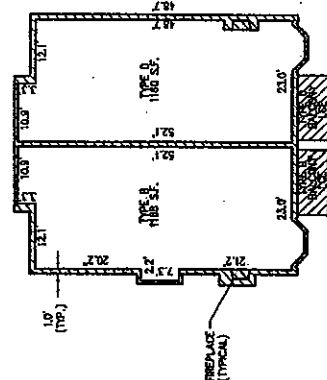
FIRST LEVEL (TYPE E)



LOWER LEVEL (TYPE E)

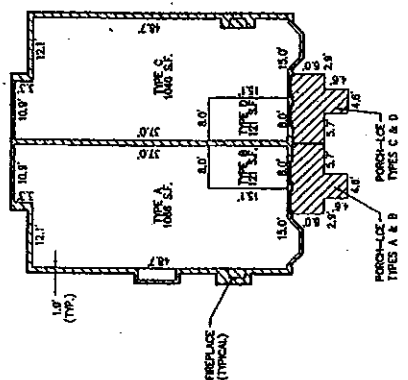


THIRD LEVEL

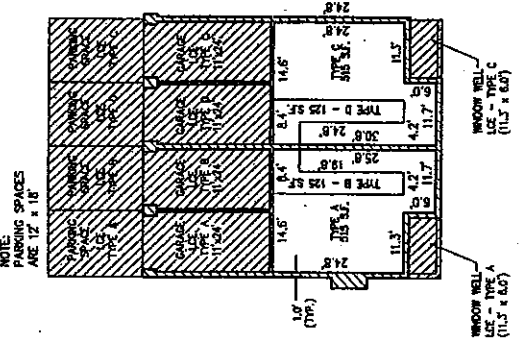


SECOND LEVEL

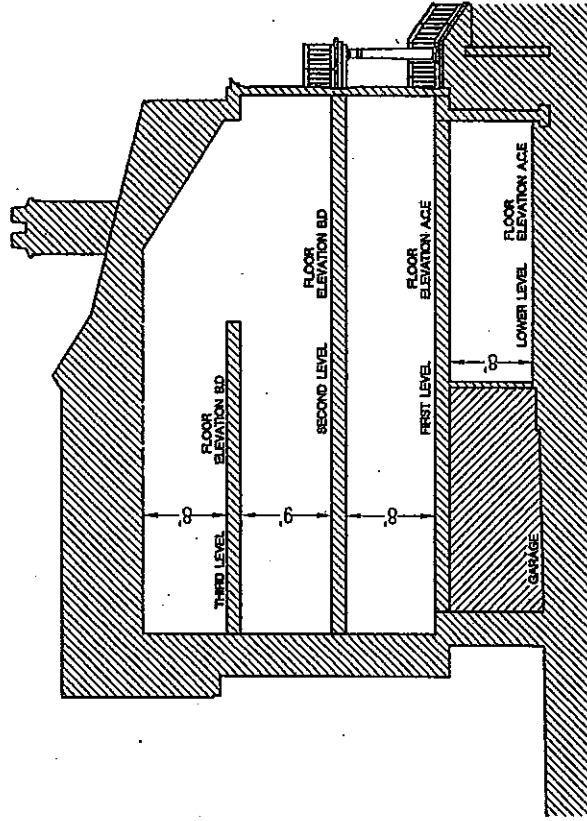
NOTE: ALL BALCONIES ARE 12' x 7'



FIRST LEVEL



LOWER LEVEL

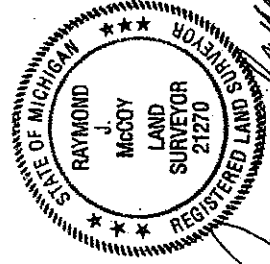


CROSS SECTION 'A' - 'A'

LEGEND

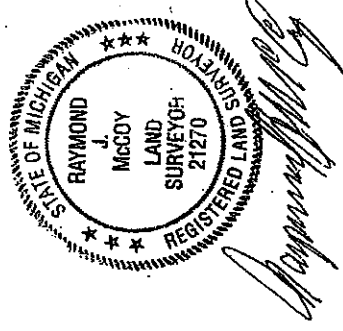
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- UNIT OF OWNERSHIP

NOTE:
 ALL ELEVATIONS ARE REFERENCED
 TO U.S.C.S. DATUM.



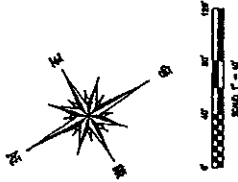
[Handwritten signature]

PROPOSED DATE: MARCH 12, 2002



UNIT	FLOOR PLAN	LOWER LEVEL ELEVATION	FIRST FLOOR ELEVATION	UNIT	FLOOR PLAN	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
85	A	906.58	906.00	84	B	917.18	926.42
86	A	906.58	906.00	85	B	917.18	926.42
87	A	907.18	906.60	86	B	917.18	926.42
88	A	907.18	906.60	87	B	917.18	926.42
89	A	907.18	906.60	88	B	917.18	926.42
90	A	907.18	906.60	89	B	917.18	926.42
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92	A	907.18	906.60	91	B	917.18	926.42
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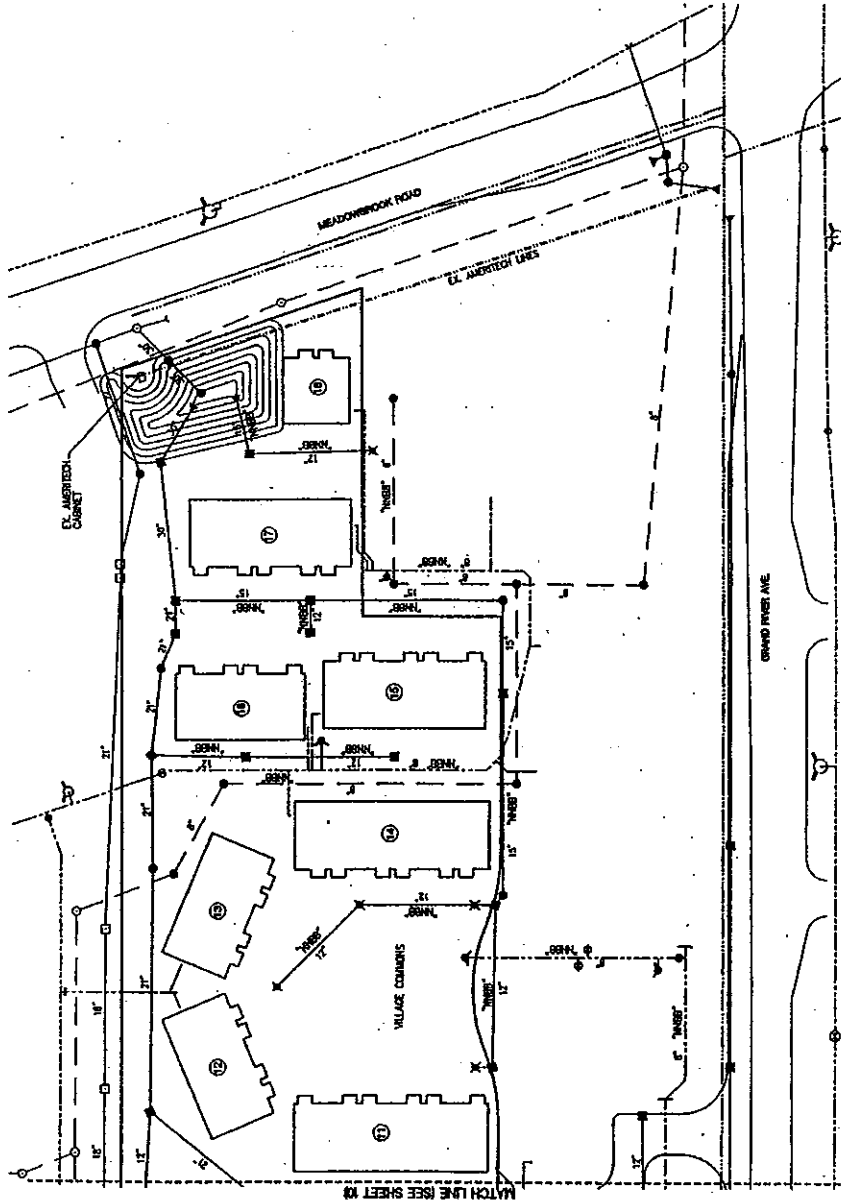
UNIT	FLOOR PLAN	LOWER LEVEL ELEVATION	FIRST FLOOR ELEVATION	UNIT	FLOOR PLAN	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
1	E	901.13	910.55	2	B	917.18	926.42
3	C	901.13	910.55	4	D	917.18	926.42
5	A	901.13	910.55	6	B	917.18	926.42
7	C	901.13	910.55	8	D	917.18	926.42
9	A	901.13	910.55	10	B	917.18	926.42
11	C	901.13	910.55	12	D	917.18	926.42
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19	C	901.13	910.55	20	D	917.18	926.42
21	A	901.13	910.55	22	B	917.18	926.42
23	C	901.13	910.55	24	D	917.18	926.42
25	A	901.13	910.55	26	B	917.18	926.42
27	C	901.13	910.55	28	D	917.18	926.42
29	A	901.13	910.55	30	B	917.18	926.42
31	C	901.13	910.55	32	D	917.18	926.42
33	A	901.13	910.55	34	B	917.18	926.42
35	C	901.13	910.55	36	D	917.18	926.42
37	E	905.08	914.50	38	B	923.68	933.12
39	C	904.18	913.60	40	D	924.78	934.22
41	A	906.18	915.60	42	B	924.78	934.22
43	C	906.18	915.60	44	D	924.78	934.22
45	E	906.18	915.60	46	B	924.78	934.22
47	Z	904.08	914.40	48	D	923.58	933.02
49	A	904.98	914.40	50	B	923.58	933.02
51	C	904.98	914.40	52	D	923.58	933.02
53	A	904.98	914.40	54	B	923.58	933.02
55	C	902.98	912.20	56	D	921.48	930.92
57	A	902.08	912.20	58	B	921.48	930.92
59	C	902.98	912.20	60	D	921.48	930.92
61	A	902.98	912.20	62	B	921.48	930.92
63	E	902.98	912.20	64	D	921.48	930.92
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71	C	901.08	910.50	72	D	919.68	929.12
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79	C	900.38	909.80	80	D	918.88	928.42
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83	E	900.38	909.80	84	D	916.98	926.42
85	A	900.38	909.80	86	B	917.18	926.42
87	C	900.38	909.80	88	D	917.18	926.42
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91	C	900.38	909.80	92	D	917.18	926.42



LEGEND:

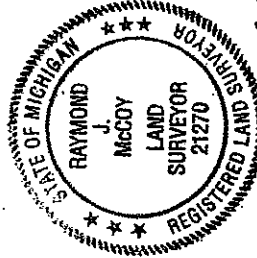
- PROPOSED WATER LEAD
- PROPOSED STORM SEWER
- EXISTING GAS
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED SHUT-OFF BOX
- PROPOSED MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED END SECTION
- EXISTING SHUT-OFF BOX
- EXISTING CATCH BASIN
- EXISTING HYDRANT
- NEED NOT BE BUILT

- "NBB"
-
-
- ✕
- ▲
-
- ▽



NOTES:

1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN, STORM SEWER, GAS, TELEPHONE, ELECTRIC, & CABLE.
2. UTILITIES TO SERVICE UNITS 1 THROUGH 16 "MUST BE BUILT" AND UTILITY SERVICES TO UNITS 17 THROUGH 184 "NEED NOT BE BUILT".
3. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.
4. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT" UNLESS OTHERWISE NOTED.
5. 6" SANITARY SEWER SERVICE LEADS, WATER SERVICE LEADS, AND ALL UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
6. ALL PROPOSED UTILITY INFORMATION SUPPLIED BY MICKALICH AND ASSOCIATES, INC. ENGINEERING PLANS AND ALL EXISTING UTILITY INFORMATION IS PER CITY OF FARMINGTON HILLS RECORDS.

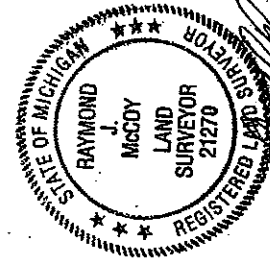


[Handwritten signature of Raymond J. McCoy]

PROPOSED DATE: MARCH 12, 2002



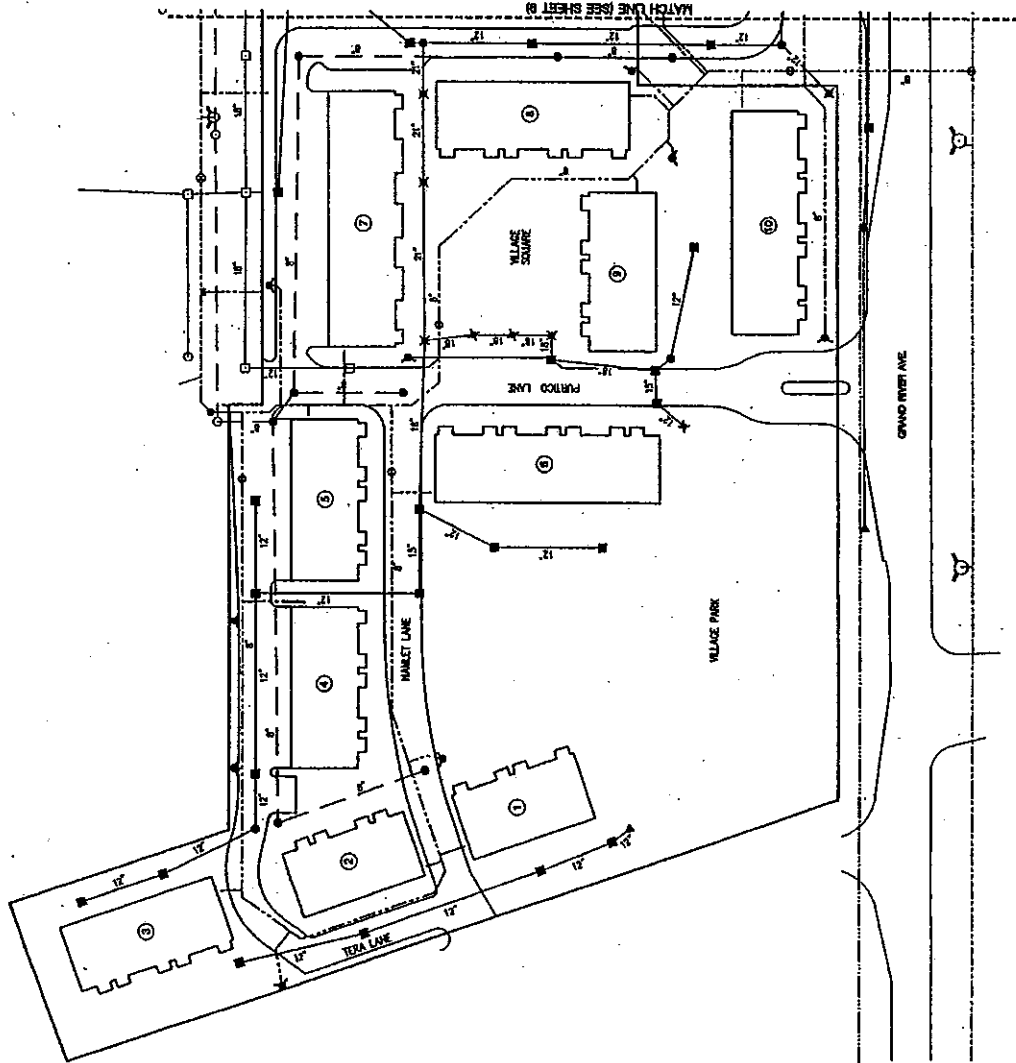
- LEGEND:**
- PROPOSED WATER LEAD
 - PROPOSED STORM SEWER
 - EXISTING GAS
 - EXISTING WATER
 - EXISTING STORM SEWER
 - EXISTING SANITARY SEWER
 - EXISTING MANHOLE
 - PROPOSED CATCH BASIN
 - PROPOSED SHUT-OFF BOX
 - ⊗ PROPOSED MANHOLE
 - ⊕ PROPOSED CATCH BASIN
 - ⊙ PROPOSED END SECTION
 - ⊗ EXISTING SHUT-OFF BOX
 - EXISTING CATCH BASIN
 - ⊙ EXISTING HYDRANT
 - "NBB" NEED NOT BE BUILT



[Handwritten signature]

PROPOSED DATE: MARCH 12, 2002

C2001

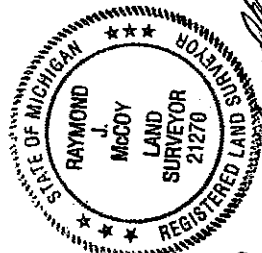


- NOTES**
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN, STORM SEWER, GAS, TELEPHONE, ELECTRIC, & CABLE AS SHOWN MUST BE BUILT UNLESS OTHERWISE NOTED.
 2. UTILITIES TO SERVICE UNITS 1 THROUGH 18 MUST BE BUILT AND UTILITY METERS WILL BE SHOWN ON 17 THROUGH 184 "NEED NOT BE BUILT".
 3. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.
 4. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN MUST BE BUILT UNLESS OTHERWISE NOTED.
 5. 6" SANITARY SEWER SERVICE LEADS, WATER SERVICE LEADS, AND ALL UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 6. ALL PROPOSED UTILITY INFORMATION SUPPLIED BY MICKALICH AND ASSOCIATES, INC. ENGINEERING PLANS AND ALL EXISTING UTILITY INFORMATION IS PER CITY OF FARMINGTON HILLS RECORDS.

PROPOSED DATE: MARCH 12, 2002

PROPOSED DATE: MARCH 12, 2012

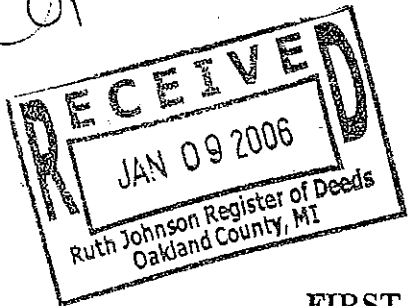
© 2007



James M. [Signature]

[illegible]

COPY



9019
LIBER 36927 PAGE 107
\$61.00 MISC RECORDING
\$4.00 REMONUMENTATION
01/10/2006 04:03:13 P.M. RECEIPT# 3655
PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

FIRST AMENDMENT TO MASTER DEED OF
GATEWAY VILLAGE OF NOVI

Gateway Village of Novi, L.L.C., a Michigan limited liability company, the address of which is 30403 West Thirteen Mile Road, Farmington Hills, Michigan 48334, being the Developer of Gateway Village of Novi, a Condominium Project established pursuant to the Master Deed thereof, recorded on April 8, 2002 in Liber 25305, at Page 808, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1430, hereby amends the Master Deed of Gateway Village of Novi pursuant to the authority reserved in Articles VII and XII, Section 3, thereof for the purpose of modifying the floor plans for Units 55 through 84 and Units 157 through 184. 22-23-227-000 ENT X

Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B shall be amended in the following manner:

1. Amended Sheets 1 through 13 of the Condominium Subdivision Plan of Gateway Village of Novi, as attached hereto, shall replace and supersede Sheets 1 through 13 of the Condominium Subdivision Plan of Gateway Village of Novi as originally recorded and subsequently amended, and the originally recorded and amended Sheets 1 through 13 shall be of no further force or effect.
2. Sheets 6a, 6b and 7b of the Condominium Subdivision Plan of Gateway Village of Novi, as attached hereto, shall supplement and be incorporated in the Condominium Subdivision Plan of Gateway Village of Novi, as amended.

APL

In all respects, other than as hereinabove indicated, the original Master Deed of Gateway Village of Novi, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

Dated December 21, 2005.		unit		22-23-227-158	158	22-23-227-175	175
X 22-23-227-055	unit	22-23-227-071	71	-159	159	-176	176
	-056	-072	72	-160	160	-177	177
	-057	-073	73	-161	161	-178	178
	-058	-074	74	-162	162	-179	179
	-059	-075	75	-163	163	-180	180
	-060	-076	76	-164	164	-181	181
	-061	-077	77	-165	165	-182	182
	-062	-078	78	-166	166	-183	183
	-063	-079	79	-167	167	-184	184
	-064	-080	80	-168	168		
	-065	-081	81	-169	169		
	-066	-082	82	-170	170		
	-067	-083	83	-171	171		
	-068	-084	84	-172	172		
	-069			-173	173		
				O.K. - RC			

GATEWAY VILLAGE OF NOVI, L.L.C.,
a Michigan Limited Liability Company

By: Pierre Nona

Pierre Nona, Manager

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing First Amendment to Master Deed of Gateway Village of Novi was acknowledged before me this 21st day of December, 2005, in Oakland County, Michigan, by Pierre Nona, the Manager of Gateway Village of Novi, L.L.C., a Michigan limited liability company on behalf of the company.

Wafaa S. Kashat

WAFAA S. KASHAT

Notary Public, Oakland County, Michigan

My commission expires: 1/27/2011

Acting in Oakland County, Michigan

First Amendment to Master Deed drafted by:

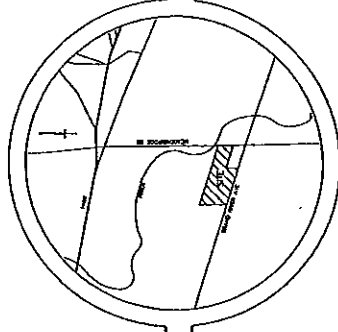
C. Kim Shierk
MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304-2221

When recorded, return to drafter

REPLAT No. 1
EXHIBIT "B" TO AMENDED MASTER DEED OF
GATEWAY VILLAGE OF NOVI

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1430

A PART OF THE NORTHEAST 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



LEGAL DESCRIPTION

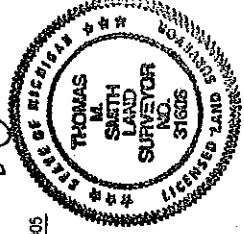
A PART OF THE NORTHEAST 1/4 OF SECTION 23, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION 23, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD, S.00°22'43"W., 1427.73 FEET; THENCE N.70°37'48"W., 63.45 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF MEADOWBROOK ROAD, (VARIABLE WIDTH) S.00°22'43"W., 190.39 FEET; THENCE N.70°45'43"W., 249.15 FEET; THENCE S.19°14'17"W., 103.52 FEET; THENCE N.70°42'40"W., 175.42 FEET; THENCE S.63°37'45"E., 127.39 FEET; A CURVE TO THE RIGHT, RADIUS OF 150.00 FEET, CENTRAL ANGLE OF 27°17'45", AND A CHORD BEARING N.59°33'47"W., 95.00 FEET; THENCE 95.87 FEET ALONG AN ARC OF A CURVE TO THE LEFT, RADIUS OF 126.00 FEET, CENTRAL ANGLE OF 43°35'47", AND A CHORD BEARING N.70°12'48"W., 93.58 FEET; THENCE 55.98 FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS OF 150.00 FEET, CENTRAL ANGLE OF 21°22'58", AND A CHORD BEARING N.81°19'12"W., 55.66 FEET; N.70°37'42"W., 93.32 FEET; THENCE S.19°12'21"W., 161.34 FEET; THENCE N.70°47'39"W., 534.52 FEET ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE (VARIABLE WIDTH); THENCE N.00°20'28"E., 626.38 FEET; (PREVIOUSLY DESCRIBED AS N.01°04'00"E., 627 FEET); THENCE N.89°17'30"E., 127.39 FEET; THENCE S.00°22'50"W., 174.65 FEET; THENCE S.70°37'48"E., 318.98 FEET; THENCE S.19°22'12"W., 25.00 FEET; THENCE S.70°37'48"E., 903.73 FEET; TO THE POINT OF BEGINNING, CONTAINING 10.89 ACRES OF LAND.

SHEET INDEX

- ** 1. COVER SHEET
- ** 2. SURVEY PLAN
- ** 3. SURVEY PLAN
- ** 4. SITE PLAN
- ** 5. FLOOR PLANS
- ** 6. FLOOR PLANS
- ** 7. FLOOR PLANS
- ** 7a. BUILDING CROSS SECTION
- ** 8. BUILDING ELEVATIONS
- ** 9. UTILITY PLAN
- ** 10. UTILITY PLAN
- ** 11. COORDINATE PLAN
- ** 12. COORDINATE PLAN
- ** 13. COORDINATES

*REPRESENTS ADDED OR REVISED SHEETS DATED JULY 25, 2005



DEVELOPER

GATEWAY VILLAGE OF NOVI, L.L.C.
30403 WEST THIRTEEN MILE ROAD
FARMINGTON HILLS, MICHIGAN 48334
(248) 932-9333

SURVEYOR

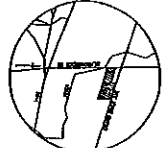
MICKALICH and ASSOCIATES, INC.
2359 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 852-1900

PROPOSED DATED JULY 25, 2005

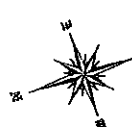
SHEET No. 1



Client	Novi, Michigan
Contract No.	980220
Project No.	980220
Sheet No.	3
Scale	1" = 40'
North Arrow	
Location Map	
Surveyor	Thomas M. Smith
Surveyor No.	31805
State	Michigan
License No.	980220

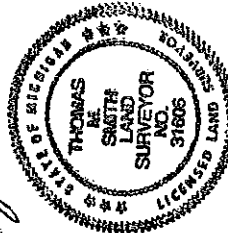


LOCATION MAP

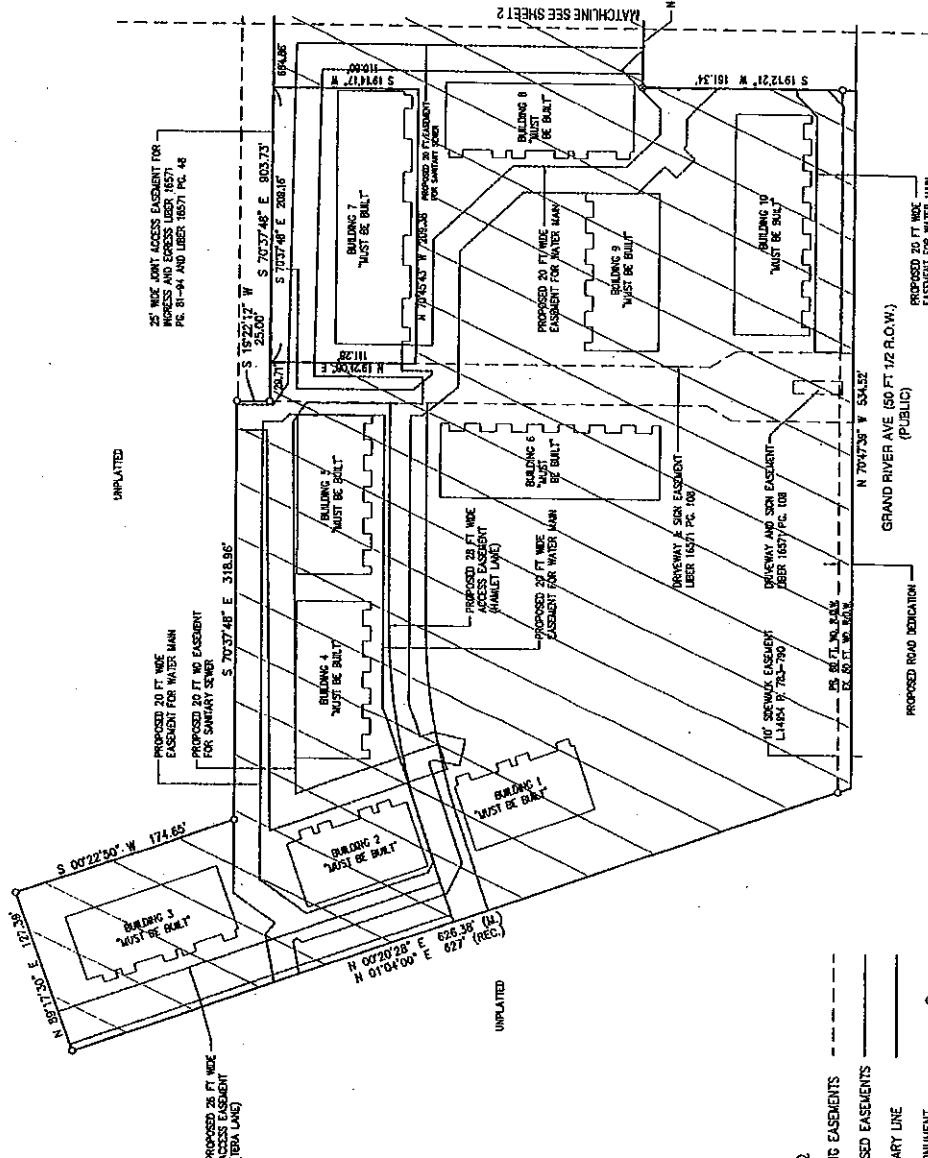


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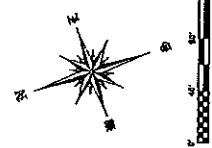
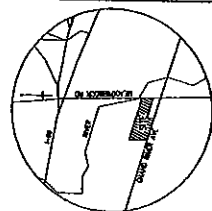
[Handwritten Signature]



PROPOSED DATED: JULY 25, 2005 © 2001



- LEGEND**
- EXISTING EASEMENTS
 - PROPOSED EASEMENTS
 - BOUNDARY LINE
 - SET MONUMENT
 - SET NAIL IN CONCRETE
 - CONTRACTABLE AREA

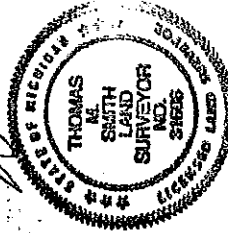


LOCATION MAP

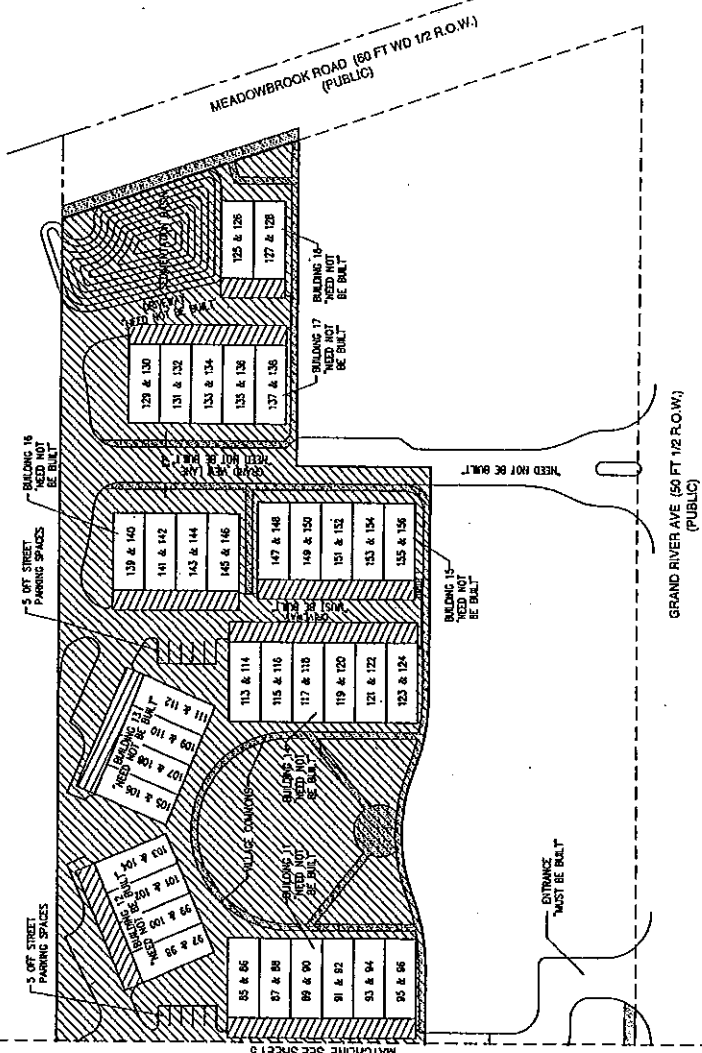
LEGEND

- UNITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- SIDEWALKS

NOTES:
ALL UNITS AND COMMON ELEMENTS ARE DESIGNATED AS CONVERTIBLE AREAS PURSUANT TO ARTICLE VI OF THE MASTER DEED.
SIDEWALKS ADJACENT TO BUILDING 7, GRAND RIVER AVENUE, PURTZO LANE, AND HAMLET LANE "MUST BE BUILT".
ALL OTHER SIDEWALKS "NEED NOT BE BUILT".
ALL STREETS WITHIN THE PROJECT ARE PRIVATE.
UNITS 1-64 & 157-184 "MAY" BE BUILT.
UNITS 65 THROUGH 185 "NEED NOT BE BUILT".



AMENDED DATE JULY 25, 2005
PROPOSED DATE MARCH 12, 2002

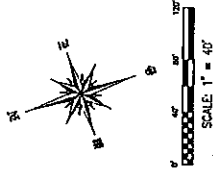
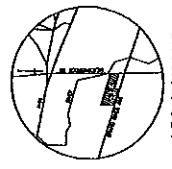


MATCHLINE SEE SHEETS

MEADOWBROOK ROAD (60 FT WID 1/2 R.O.W.) (PUBLIC)

GRAND RIVER AVE (60 FT 1/2 R.O.W.) (PUBLIC)

ENTRANCE MUST BE BUILT

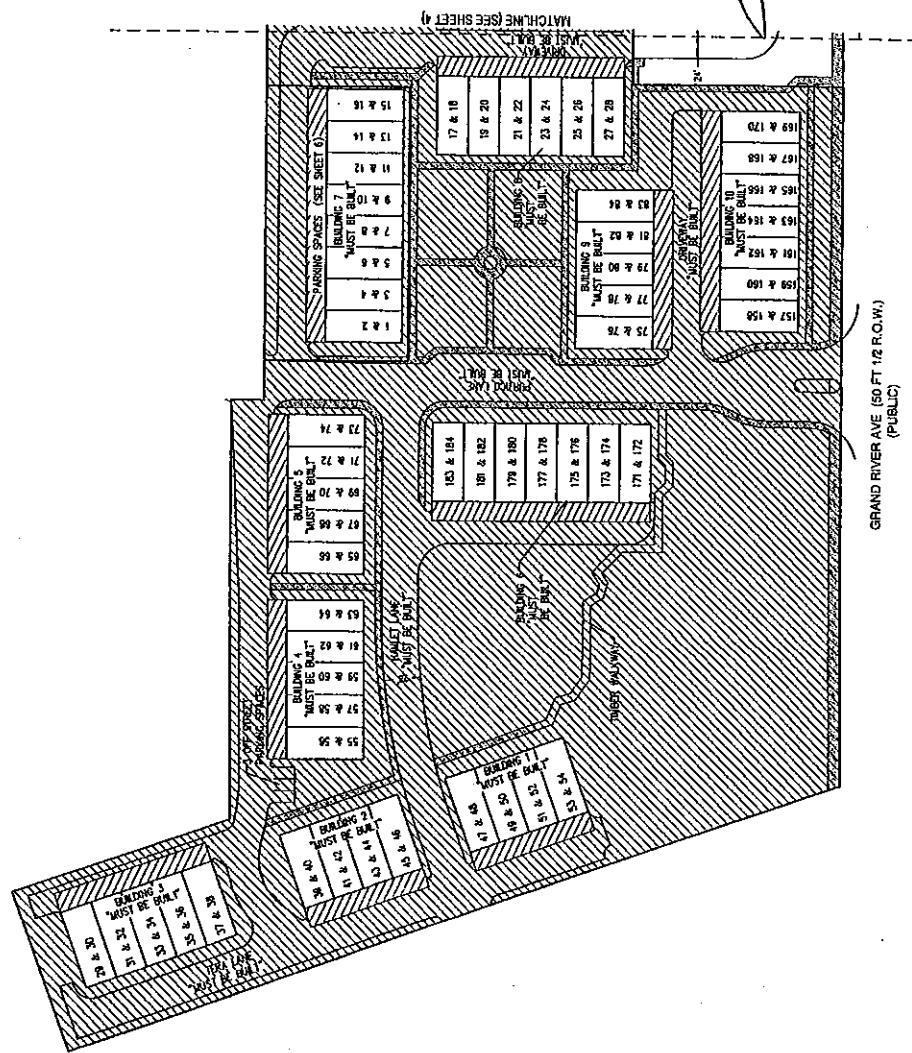
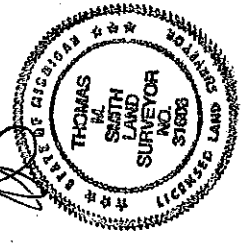


LEGEND

- LIMITS OF OWNERSHIP
- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- SIDEWALKS

NOTES:
 ALL UNITS AND COMMON ELEMENTS ARE
 CONSIDERED AS CONVERTIBLE AREAS
 PURSUANT TO ARTICLE VI OF THE
 MASTER DEED.

SIDEWALKS ADJACENT TO BUILDING 7,
 GRAND RIVER AVENUE, PARTED LANE,
 AND HAMLET LANE MUST BE BUILT.
 ALL OTHER SIDEWALKS NEED NOT BE BUILT.
 ALL STREETS WITHIN THE PROJECT ARE PRIVATE.
 UNITS 1-94 & 187-188 MUST BE BUILT.
 UNITS 95 THROUGH 186 NEED NOT BE BUILT.



GRAND RIVER AVE (50 FT 1/2 R.O.W.)
 (PUBLIC)

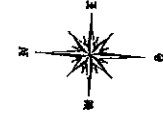
Project Name
**GATEWAY
 VILLAGE OF NOMI**

Sheet Title
SITE PLAN

Client	Issued for	By
Master		
Revised	Revised	Revised
Drawn	Drawn	Drawn
Checked	Checked	Checked
Approved	Approved	Approved
Scale	Scale	Scale
89220		
Sheet No.		5

PROPOSED DATED JULY 25, 2005

G2001



SCALE: 1" = 10'

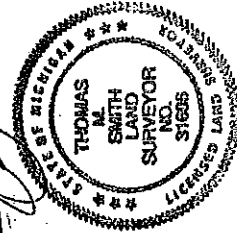
LEGEND

- GENERAL COMMON ELEMENT
- UNITED COMMON ELEMENT
- UNITS OF OWNERSHIP

NOTES

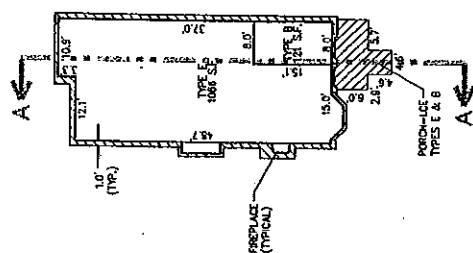
- BUILDINGS 1 THROUGH 16 "MUST BE BUILT". BUILDINGS 17 THROUGH 184 "NEED NOT BE BUILT".
- SEE SHEET 8 FOR BUILDING ELEVATIONS
- ALL BUILDINGS TO BE BUILT ON CONCRETE SLAB.

BUILDINGS #1, #2, #3,
#7, #8, #11-#18

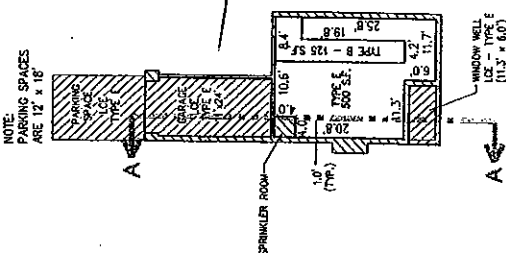


AMENDED DATE JULY 25, 2005
PROPOSED DATE MARCH 12, 2002

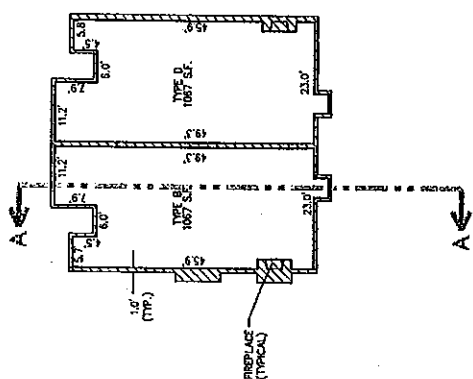
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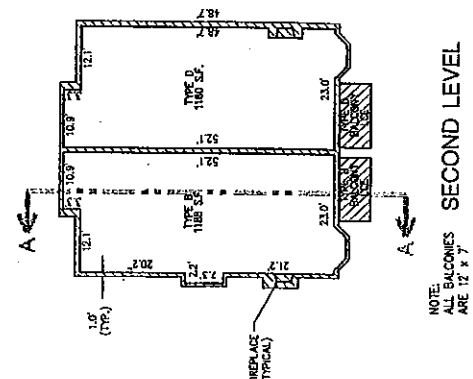
FIRST LEVEL (TYPE E)



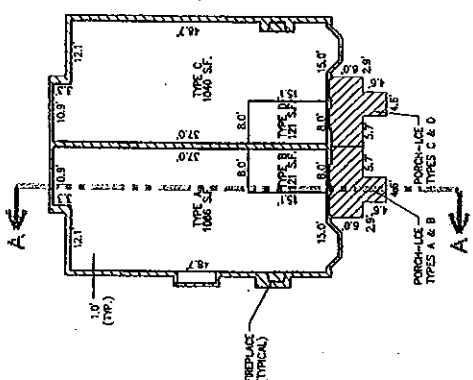
LOWER LEVEL (TYPE E)



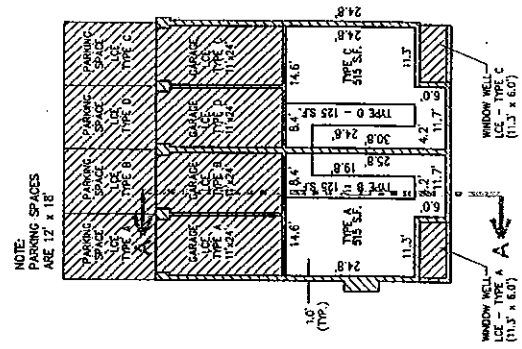
THIRD LEVEL



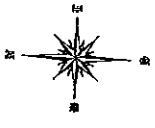
SECOND LEVEL



FIRST LEVEL



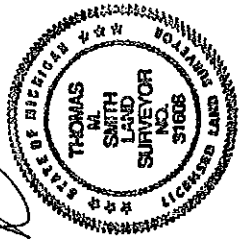
LOWER LEVEL



SCALE: 1" = 10'

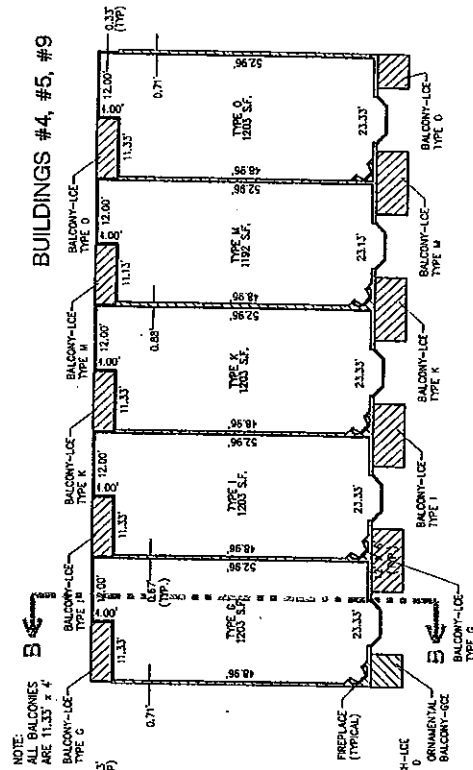
LEGEND

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

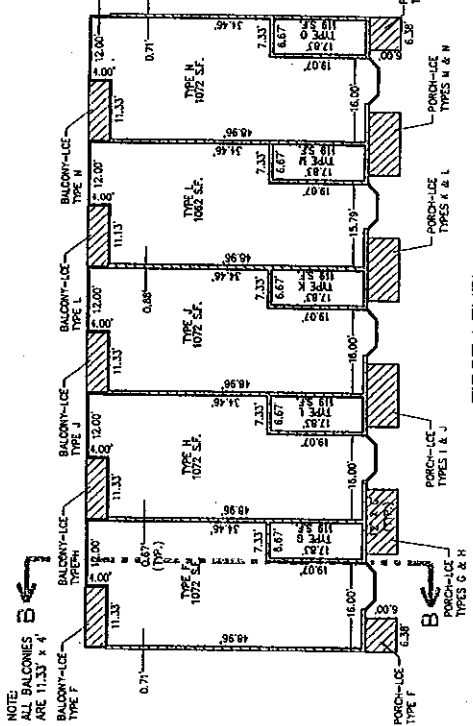


- NOTES:**
- BUILDINGS 1 THROUGH 10 "MUST BE BUILT"
 - BUILDINGS 11 THROUGH 18 "NEED NOT BE BUILT"
 - SEE SHEET 8 FOR BUILDING ELEVATIONS
 - ALL BUILDINGS TO BE BUILT ON CONCRETE SLAB.

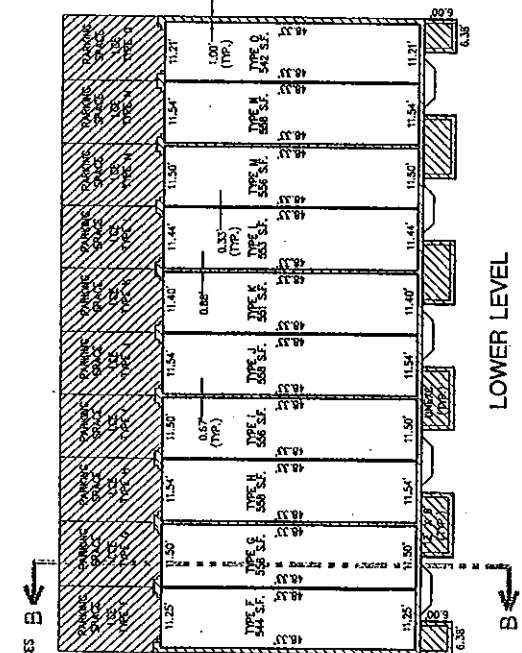
BUILDINGS #4, #5, #9



SECOND LEVEL



FIRST LEVEL

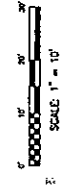
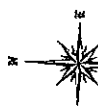


LOWER LEVEL

NOTE: PARKING SPACES ARE 12' x 18'

NOTE: ALL BALCONIES ARE 11.33' x 4'

PROPOSED DATE: JULY 25, 2005



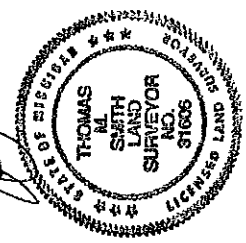
LEGEND

- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- LIMITS OF OWNERSHIP

NOTES:

1. BUILDINGS 1 THROUGH 10 "MUST BE BUILT".
2. BUILDINGS 11 THROUGH 18 "NEED NOT BE BUILT".
3. SEE SHEET 6 FOR BUILDING ELEVATIONS
4. ALL BUILDINGS TO BE BUILT ON CONCRETE SLAB.

BUILDINGS #6, #10

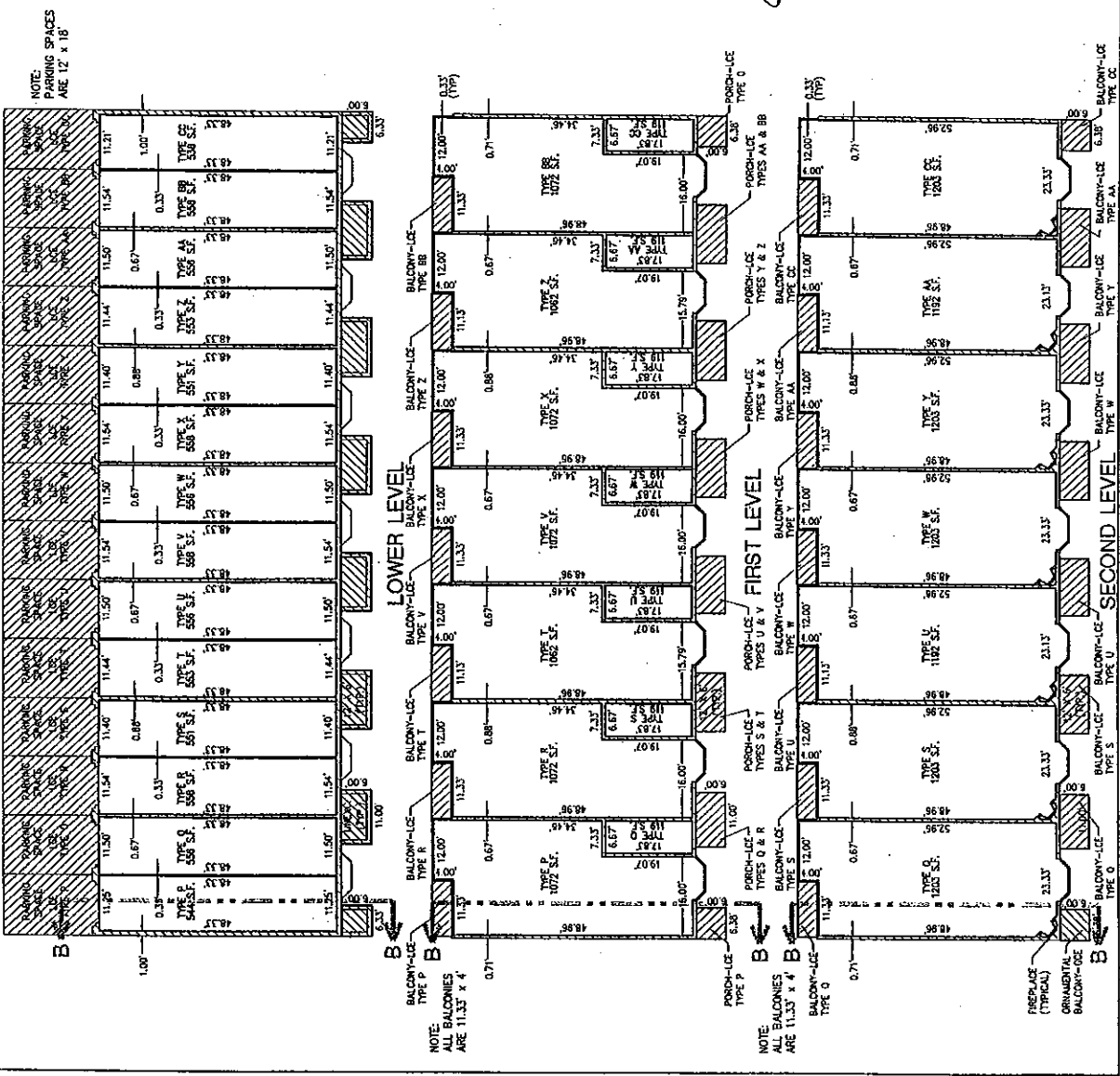


PROPOSED DATE JULY 25, 2005

99220

66

©2000





Engineering Dept.

Project Title
**GATEWAY
VILLAGE OF NOM**

**FLOOR
ELEVATIONS**

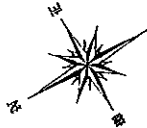
THOMAS
M.
SMITH
LAND
SURVEYOR
NO.
21626

AMENDED DATE	JULY 25, 2005
PROPOSED DATE	MARCH 12, 2002

© 2000

UNIT	FLOOR PLAN	LONGER LEVEL	FIRST FLOOR ELEVATION	UNIT	FLOOR PLAN	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
93	A	886.58	908.00	94	B	918.55	928.04
95	E	889.58	908.00	96	D	918.55	928.04
97	A	887.18	908.60	98	B	917.15	928.64
99	C	887.18	908.60	100	D	917.15	928.64
101	A	887.18	908.60	102	B	917.15	928.64
103	E	887.18	908.60	104	D	917.15	928.64
105	E	887.18	907.20	106	B	911.75	924.24
107	C	887.18	907.20	108	D	911.75	924.24
109	A	881.78	901.20	110	B	911.75	924.24
111	C	881.78	901.20	112	D	911.75	924.24
113	E	886.78	902.20	114	B	910.75	923.24
115	C	886.78	902.20	116	D	910.75	923.24
117	A	890.78	903.20	118	B	910.75	923.24
119	C	890.78	903.20	120	D	910.75	923.24
121	A	890.78	900.20	122	B	910.75	920.24
123	C	890.78	900.20	124	D	910.75	920.24
125	A	888.58	908.00	126	B	908.55	916.04
127	E	888.58	908.00	128	D	908.55	916.04
129	A	888.58	908.00	130	B	908.55	916.04
131	C	888.58	908.00	132	D	908.55	916.04
133	A	886.58	906.00	134	B	906.55	916.04
135	C	886.58	906.00	136	D	906.55	916.04
137	E	886.58	906.00	138	B	906.55	916.04
139	C	888.71	888.13	140	D	889.68	908.17
141	A	888.71	888.13	142	B	889.68	908.17
143	C	889.71	888.13	144	D	889.68	908.17
145	C	888.71	888.13	146	B	889.58	908.17
147	E	890.50	888.72	148	D	910.27	919.76
149	A	890.50	888.72	150	B	910.27	919.76
151	C	890.50	888.72	152	D	910.27	919.76
153	A	890.50	888.72	154	B	910.27	919.76
155	C	888.50	888.72	156	D	910.27	919.76
157	P	900.38	909.90	158	Q	900.35	928.84
159	R	900.38	909.90	160	S	920.35	928.84
161	T	900.38	909.90	162	U	920.35	928.84
163	V	900.38	909.90	164	W	920.35	928.84
165	X	900.38	909.90	166	Y	920.35	928.84
167	Z	900.38	909.90	168	AA	920.35	928.84
169	BB	900.38	909.90	170	CC	920.35	928.84
171	P	907.58	912.00	172	Q	922.55	932.04
173	R	907.58	912.00	174	S	922.55	932.04
175	T	907.58	912.00	176	U	922.55	932.04
177	V	907.58	912.00	178	W	922.55	932.04
179	X	907.58	912.00	180	Y	922.55	932.04
181	Z	907.58	912.00	182	AA	922.55	932.04
183	BB	907.58	912.00	184	CC	922.55	932.04

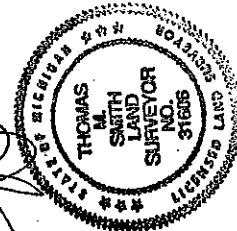
Client	Novi, Michigan
Project	Gateway Village of Novi
Location	Novi, Michigan
Scale	1" = 40'
Drawn	JAN
Checked	JAN
Approved	JAN
Plot No.	98220
Sheet No.	9



LEGEND:

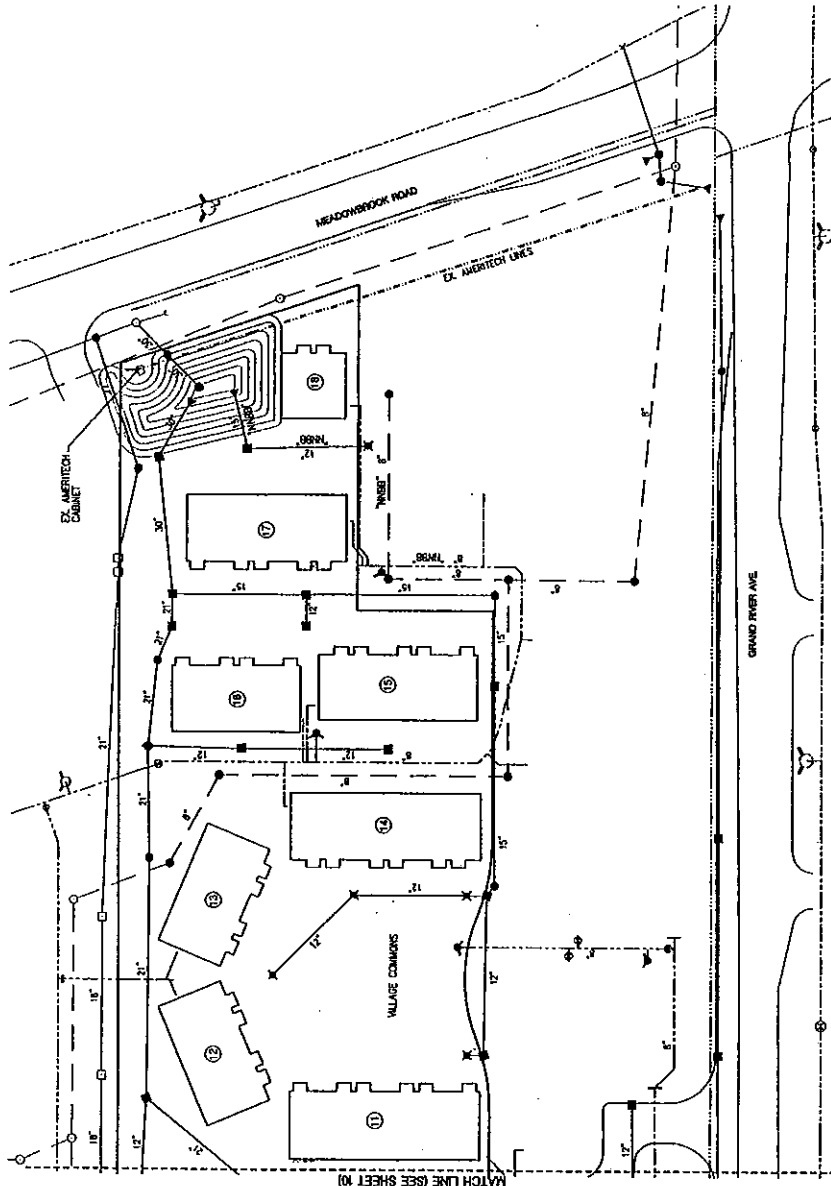
- PROPOSED WATER LEAD
- PROPOSED STORM SEWER
- EXISTING GAS
- EXISTING WATER
- EXISTING STORM SEWER
- EXISTING SANITARY SEWER
- EXISTING MANHOLE
- PROPOSED CATCH BASIN
- PROPOSED SHUT-OFF BOX
- ⊗ PROPOSED MANHOLE
- ⊗ PROPOSED CATCH BASIN
- ⊗ PROPOSED END SECTION
- ⊗ EXISTING SHUT-OFF BOX
- ⊗ EXISTING CATCH BASIN
- ⊗ EXISTING HYDRANT
- NEED NOT BE BUILT

"NBB"



AMENDED DATE JULY 25, 2005
 PROPOSED DATE MARCH 12, 2002

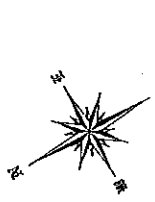
©2001



NOTES

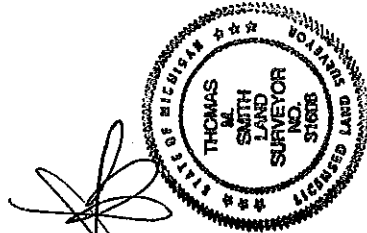
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN, STORM SEWER, GAS, TELEPHONE, ELECTRIC, & CABLE
2. UTILITIES TO SERVICE UNITS 1 THROUGH 84 & 157 THROUGH 184 "MUST BE BUILT" AND UTILITY SERVICES TO UNITS 85 THROUGH 156 "NEED NOT BE BUILT"
3. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS
4. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT" UNLESS OTHERWISE NOTED
5. "F" SANITARY SEWER SERVICE LEADS, WATER SERVICE LEADS, AND ALL UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS
6. ALL PROPOSED UTILITY INFORMATION SUPPLIED BY MICKALICH AND ASSOCIATES, INC. ENGINEERING PLANS AND ALL EXISTING UTILITY INFORMATION IS PER CITY OF FARMINGTON HILLS RECORDS.

Drawn	By
Checked	By
Approved	By
Scale	
Sheet No.	99220
Sheet Total	10

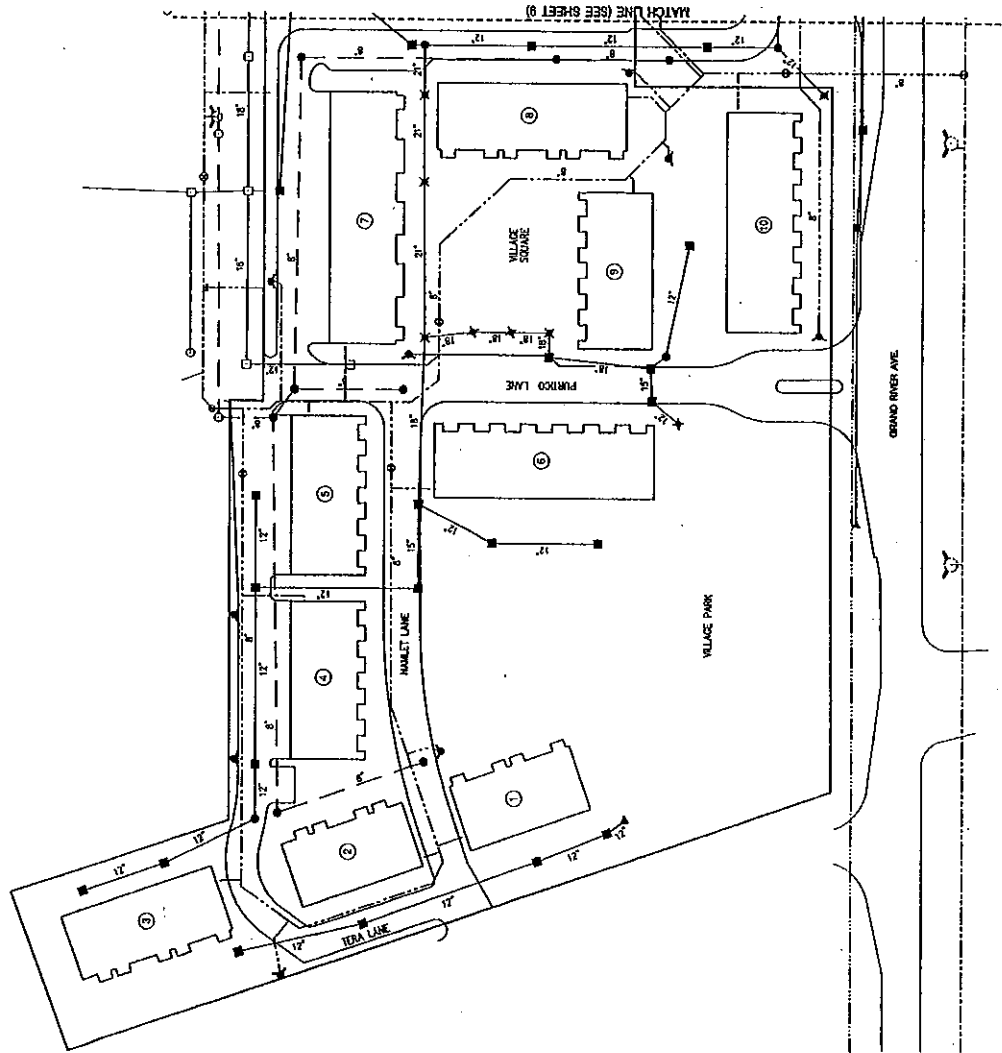


SCALE 1" = 40'

- LEGEND:**
- PROPOSED WATER LEAD
 - PROPOSED STORM SEWER
 - EXISTING GAS
 - EXISTING WATER
 - EXISTING STORM SEWER
 - EXISTING SANITARY SEWER
 - EXISTING MANHOLE
 - PROPOSED CATCH BASIN
 - PROPOSED SHUT-OFF BOX
 - PROPOSED MANHOLE
 - PROPOSED CATCH BASIN
 - PROPOSED END SECTION
 - PROPOSED SHUT-OFF BOX
 - EXISTING CATCH BASIN
 - EXISTING HYDRANT
 - NEED NOT BE BUILT



AMENDED DATE JULY 25, 2005
 PROPOSED DATED MARCH 12, 2002



- NOTES**
1. ALL UNITS TO BE SERVED BY SANITARY SEWER, WATER MAIN, STORM SEWER, GAS, TELEPHONE, ELECTRIC, & CABLE
 2. UTILITIES TO SERVICE UNITS 1 THROUGH 84 & 157 THROUGH 184 "MUST BE BUILT" AND UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 3. GAS, TELEPHONE, ELECTRIC AND CABLE TV SERVICE WILL BE SHOWN ON AS-BUILT DRAWINGS.
 4. SANITARY SEWER, STORM SEWER AND WATER MAIN AS SHOWN "MUST BE BUILT" UNLESS OTHERWISE NOTED.
 5. 6" SANITARY SEWER SERVICE LEADS, WATER SERVICE LEADS, AND ALL UTILITY METERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
 6. ALL PROPOSED UTILITY INFORMATION SUPPLIED BY MICKALICH AND ASSOCIATES, INC. ENGINEERING PLANS AND ALL EXISTING UTILITY INFORMATION IS PER CITY OF FARMINGTON HILLS RECORDS.



Post-employment

**GATEWAY
VILLAGE OF NOMI**

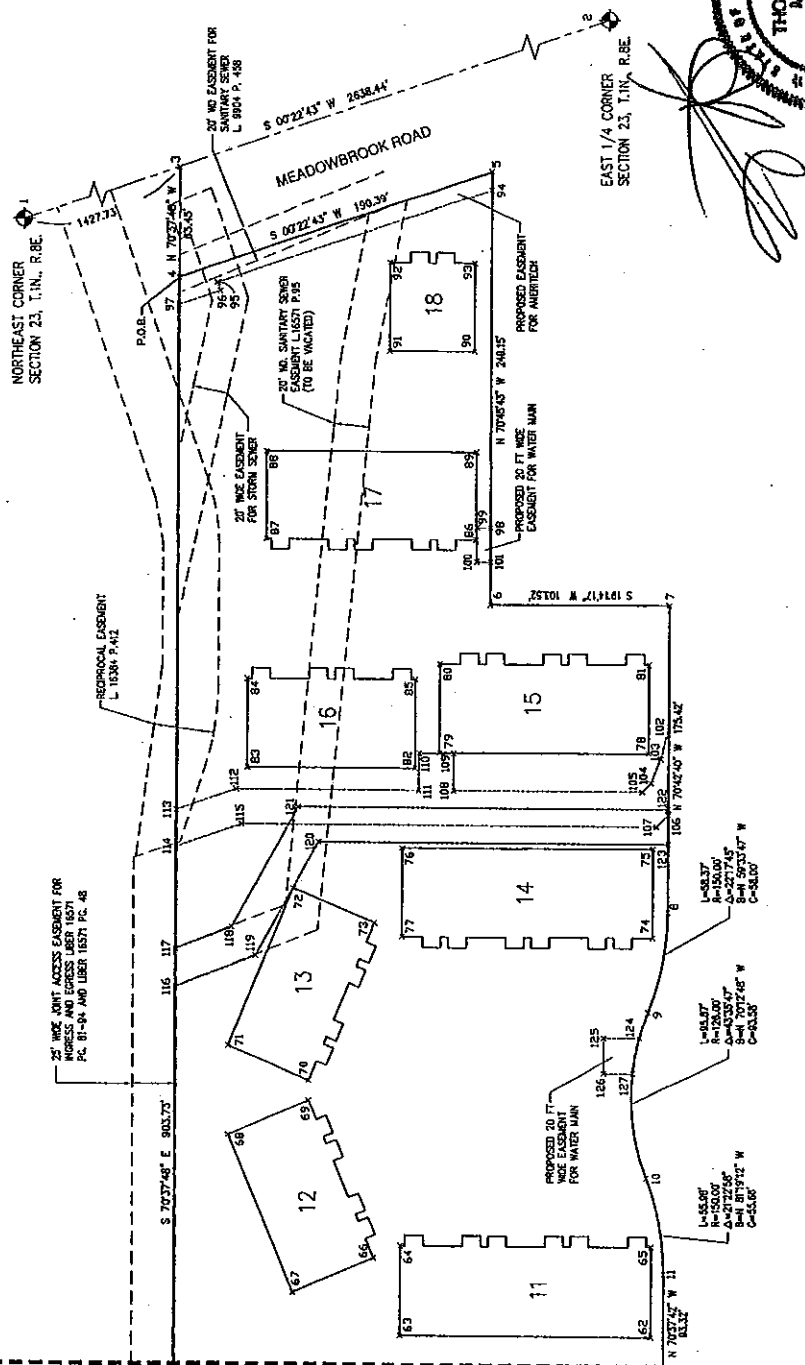
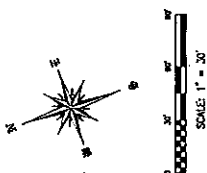
ORDINATE
PLAN

[illegible]

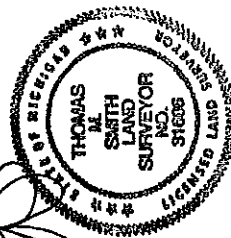
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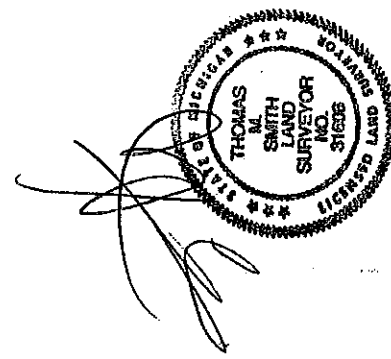


MATCHLINE (SEE SHEET 12)



AMENDED DATE JULY 25, 2005
PROPOSED DATED MARCH 12, 2002

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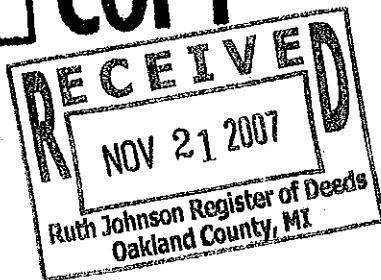


PROPOSED DATED JULY 25, 2005

©2005

POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING	POINT	NORTHING	EASTING
1	6758.88	6032.38	111	5372.51	5440.05	201	5618.40	5060.40	291	5618.40	5060.40
2	4720.50	6075.00	112	5416.50	5974.35	202	5538.56	5070.40	292	5538.56	5070.40
3	5331.16	6022.38	113	5434.15	5975.15	203	5538.56	5070.40	293	5538.56	5070.40
4	5332.23	5963.12	114	5460.47	5965.23	204	5538.56	5070.40	294	5538.56	5070.40
5	5161.34	5981.38	115	5490.37	5965.97	205	5538.56	5070.40	295	5538.56	5070.40
6	5243.93	5926.53	116	5487.03	5972.69	206	5538.56	5070.40	296	5538.56	5070.40
7	5146.19	5922.52	117	5479.31	5959.93	207	5538.56	5070.40	297	5538.56	5070.40
8	5204.14	5926.95	118	5445.32	5801.05	208	5538.56	5070.40	298	5538.56	5070.40
9	5235.52	5916.94	119	5437.44	5801.05	209	5538.56	5070.40	299	5538.56	5070.40
10	5235.52	5916.94	120	5386.18	5830.75	210	5538.56	5070.40	300	5538.56	5070.40
11	5235.52	5916.94	121	5386.18	5830.75	211	5538.56	5070.40	301	5538.56	5070.40
12	5235.52	5916.94	122	5386.18	5830.75	212	5538.56	5070.40	302	5538.56	5070.40
13	5235.52	5916.94	123	5386.18	5830.75	213	5538.56	5070.40	303	5538.56	5070.40
14	5235.52	5916.94	124	5386.18	5830.75	214	5538.56	5070.40	304	5538.56	5070.40
15	5235.52	5916.94	125	5386.18	5830.75	215	5538.56	5070.40	305	5538.56	5070.40
16	5235.52	5916.94	126	5386.18	5830.75	216	5538.56	5070.40	306	5538.56	5070.40
17	5235.52	5916.94	127	5386.18	5830.75	217	5538.56	5070.40	307	5538.56	5070.40
18	5235.52	5916.94	128	5386.18	5830.75	218	5538.56	5070.40	308	5538.56	5070.40
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50	5235.52	5916.94	160	5386.18	5830.75	250	5538.56	5070.40	340	5538.56	5070.40
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53	5235.52	5916.94	163	5386.18	5830.75	253	5538.56	5070.40	343	5538.56	5070.40
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COPY



248848
LIBER 39801 PAGE 846
\$34.00 MISC RECORDING
\$4.00 REMUNERATION
11/30/2007 03:52:19 P.M. RECEIPT# 121134

PAID RECORDED - OAKLAND COUNTY
RUTH JOHNSON, CLERK/REGISTER OF DEEDS

SECOND AMENDMENT TO MASTER DEED OF GATEWAY VILLAGE OF NOVI

Gateway Village of Novi, L.L.C., a Michigan limited liability company, the address of which is 30403 West Thirteen Mile Road, Farmington Hills, Michigan 48334, being the Developer of Gateway Village of Novi, a Condominium Project established pursuant to the Master Deed thereof, recorded on April 8, 2002 in Liber 25305, at Page 808, Oakland County Records and First Amendment to Master Deed recorded on January 10, 2006 in Liber 36927, at Page 107, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1430, hereby amends the Master Deed of Gateway Village of Novi pursuant to the authority reserved in Articles VI and IX thereof for the purpose of consolidating Units 175 and 176. As a result of the combination of Units 175 and 176, the unit numbers 175 and 176 are intentionally deleted and the new resulting Unit is numbered 185. *22-23-227-175*
22-23-227-176
22-23-227-000 ena

Upon recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B shall be amended in the following manner:

1. Article V, Section 2 of the Master Deed of Gateway Village of Novi shall be replaced in full with the following:

Section 2. Percentage of Value. The percentage of value assigned to each Unit shall be equal, except that Unit 185 shall have the equivalent of a percentage of value assigned to two Units. Thus, the percentage of value to all Units other than Unit 185 is 1/184 and the percentage of value assigned to Unit 185 is 2/184. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are not material differences among the Units insofar as the allocation of percentages of value is concerned. Unit 185 has been assigned the percentage of value the equivalent of two Units because it is the consolidation of two Units. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners. The total value of the Project is 100%.

2. Amended Sheets 1, 5, 7a and 8 of the Condominium Subdivision Plan of Gateway Village of Novi, as attached hereto, shall replace and supersede Sheets 1, 5, 7a and 8 of the Condominium Subdivision Plan of Gateway Village of Novi as originally

recorded and subsequently amended, and the originally recorded and amended Sheets 1, 5, 7a and 8 shall be of no further force or effect.

3. Amended Sheet 6b of the Condominium Subdivision Plan of Gateway Village of Novi, as attached hereto, shall replace and supersede Sheet 6b of the Condominium Subdivision Plan of Gateway Village of Novi as originally recorded, and the originally recorded Sheet 6b shall be of no further force or effect.
4. Sheet 6c of the Condominium Subdivision Plan of Gateway Village of Novi, as attached hereto, shall supplement the Condominium Subdivision Plan of Gateway Village of Novi.

In all respects, other than as hereinabove indicated, the original Master Deed of Gateway Village of Novi, including the Bylaws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded as aforesaid, as previously amended, is hereby ratified, confirmed and redeclared.

Dated October 29, 2007.

GATEWAY VILLAGE OF NOVI, L.L.C.,
a Michigan Limited Liability Company

By: Pierre Nona
Pierre Nona, Manager

STATE OF MICHIGAN)
)SS.
COUNTY OF OAKLAND)

The foregoing Second Amendment to Master Deed of Gateway Village of Novi was acknowledged before me this 21 day of October, 2007, in Oakland County, Michigan, by Pierre Nona, the Manager of Gateway Village of Novi, L.L.C., a Michigan limited liability company, on behalf of the company.

Wafaa S. Kashat
Wafaa S. Kashat
Notary Public, Oakland County, Michigan
My commission expires: 1/27/2011
Acting in Oakland County, Michigan

Second Amendment to Master Deed drafted by:

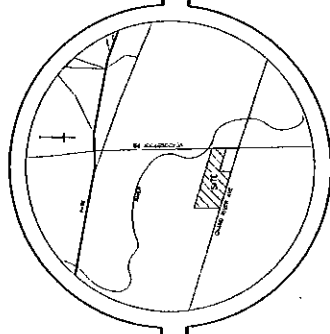
C. Kim Shierk
MYERS NELSON DILLON & SHIERK, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304-2221

When recorded, return to drafter

REPLAT No. 2
EXHIBIT "B" TO AMENDED MASTER DEED OF
GATEWAY VILLAGE OF NOVI

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1430

A PART OF THE NORTHEAST 1/4 OF SECTION 23, T.1N., R.8E.,
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN



LEGAL DESCRIPTION

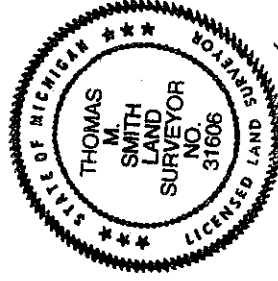
A PART OF THE NORTHEAST 1/4 OF SECTION 23, T.1N., R.8E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION; THENCE ALONG THE EAST LINE OF SAID SECTION 23, ALSO BEING THE CENTERLINE OF MEADOWBROOK ROAD, S.00°22'43"W., 1427.73 FEET; THENCE N.70°37'48"W., 63.45 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE WESTERLY LINE OF MEADOWBROOK ROAD, (VARIABLE WIDTH) S.00°22'43"W., 190.39 FEET; THENCE N.70°45'43"W., 249.15 FEET; THENCE S.19°14'17"W., 103.52 FEET; THENCE N.70°42'40"W., 175.42 FEET; THENCE S.53°37'42"W., 93.32 FEET; THENCE TO THE RIGHT, RADIUS OF 150.00 FEET, CENTRAL ANGLE OF 22°17'45", AND A CHORD BEARING N.59°33'47"W., 58.00 FEET; THENCE N.00°20'28"E., 626.38 FEET; THENCE TO THE LEFT, RADIUS OF 126.00 FEET, CENTRAL ANGLE OF 43°35'47", AND A CHORD BEARING N.70°12'48"W., 93.58 FEET; THENCE S.55°08' FEET ALONG AN ARC OF A CURVE TO THE RIGHT, RADIUS OF 150.00 FEET, CENTRAL ANGLE OF 21°22'56", AND A CHORD BEARING N.81°19'12"W., 55.66 FEET; THENCE N.70°37'42"W., 93.32 FEET; THENCE S.19°12'21"W., 161.34 FEET; THENCE N.70°47'39"W., 534.52 FEET ALONG THE NORTHERLY LINE OF GRAND RIVER AVENUE (VARIABLE WIDTH); THENCE N.00°20'28"E., 626.38 FEET; (PREVIOUSLY DESCRIBED AS N.01°04'00"E., 627 FEET); THENCE N.89°17'30"E., 127.39 FEET; THENCE S.00°22'50"W., 174.65 FEET; THENCE S.70°37'48"E., 318.96 FEET; THENCE S.19°22'12"W., 25.00 FEET; THENCE S.70°37'48"E., 903.73 FEET; TO THE POINT OF BEGINNING, CONTAINING 10.89 ACRES OF LAND

SHEET INDEX

- * 1. COVER SHEET
- * 2. SURVEY PLAN
- * 3. SURVEY PLAN
- * 4. SITE PLAN
- * 5. SITE PLAN
- * 6a. FLOOR PLANS
- * 6b. FLOOR PLANS
- * 6c. FLOOR PLANS
- * 7a. BUILDING CROSS SECTION
- * 7b. BUILDING CROSS SECTION
- * 8. BUILDING ELEVATIONS
- * 9. UTILITY PLAN
- * 10. UTILITY PLAN
- * 11. COORDINATE PLAN
- * 12. COORDINATE PLAN
- * 13. COORDINATES

* REPRESENTS SHEETS ADDED/REVISED DATED SEPTEMBER 18, 2007



[Signature]

DEVELOPER

GATEWAY VILLAGE OF NOVI, L.L.C.
30403 WEST THIRTEEN MILE ROAD
FARMINGTON HILLS, MICHIGAN 48334
(248) 932-9333

SURVEYOR

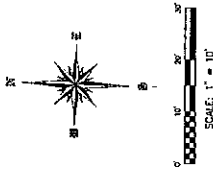
MICKALICH and ASSOCIATES, INC.
2859 AVON INDUSTRIAL DRIVE
ROCHESTER HILLS, MICHIGAN 48309
(248) 852-1900

AMENDED DATED: SEPTEMBER 18, 2007
PROPOSED DATE: JULY 25, 2005

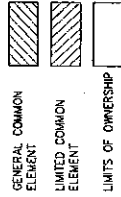


AMENDED DATED SEPTEMBER 18, 2007
PROPOSED DATED JULY 25, 2005

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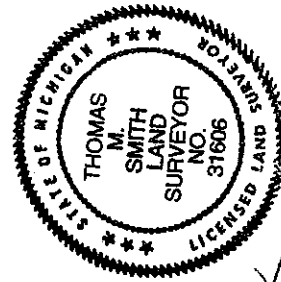
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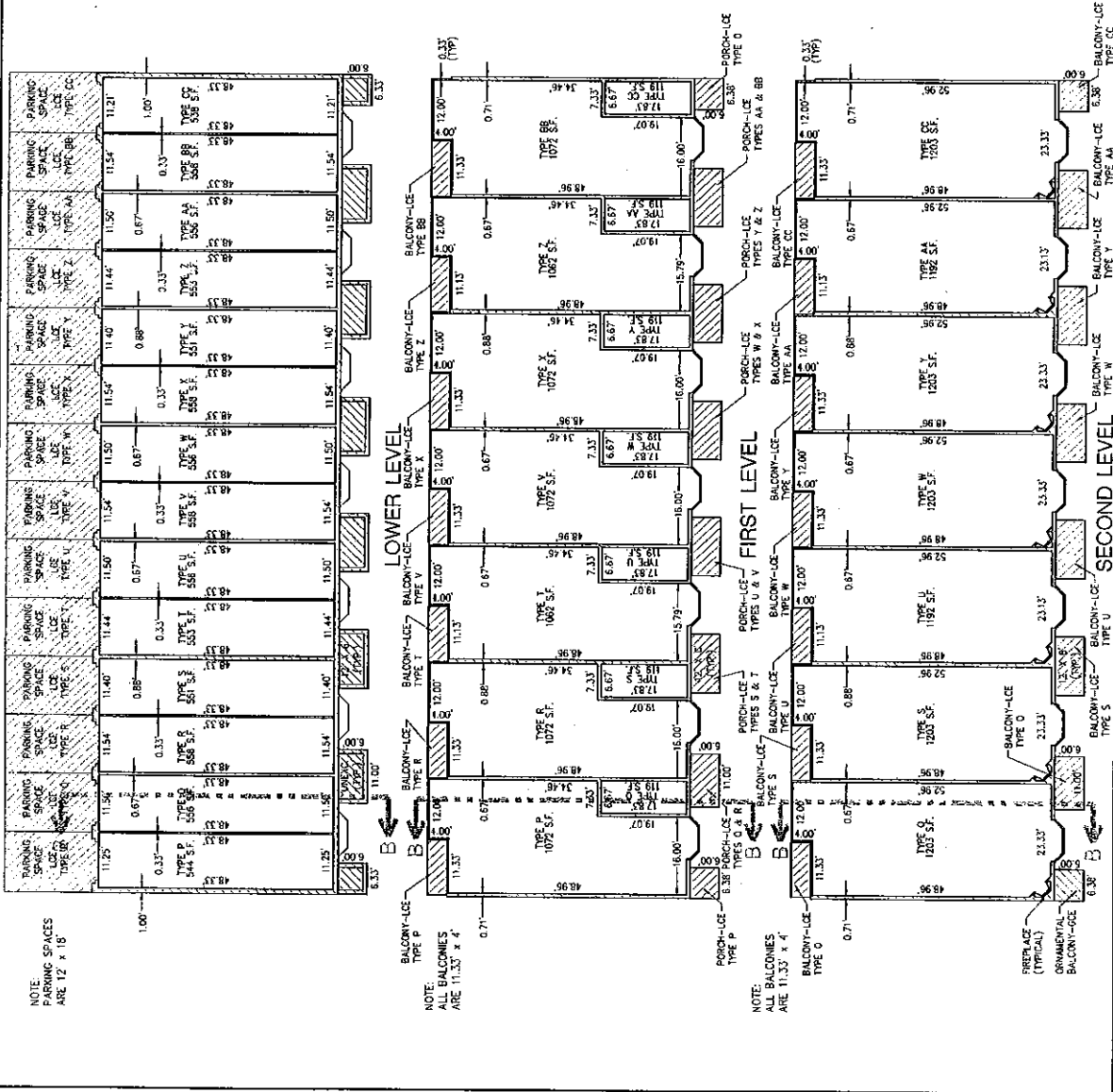
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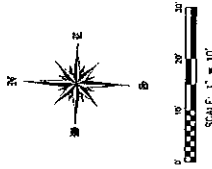
1. BUILDINGS 1 THROUGH 10 MUST BE BUILT.
2. BUILDINGS 11 THROUGH 18 "NEED NOT BE BUILT"
3. SEE SHEET 8 FOR BUILDING ELEVATIONS
4. ALL BUILDINGS TO BE BUILT ON CONCRETE SLAB.
5. CROSS SECTION "B-B" IS TYPICAL OF ALL FLOOR PLAN TYPES.

BUILDING #10

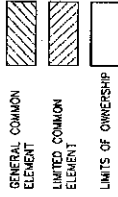


REVISED DATE SEPTEMBER 18, 2007
PROPOSED DATE JULY 25, 2005
8b





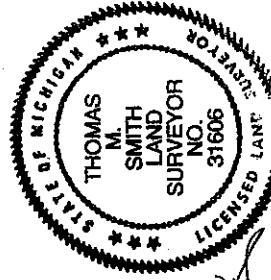
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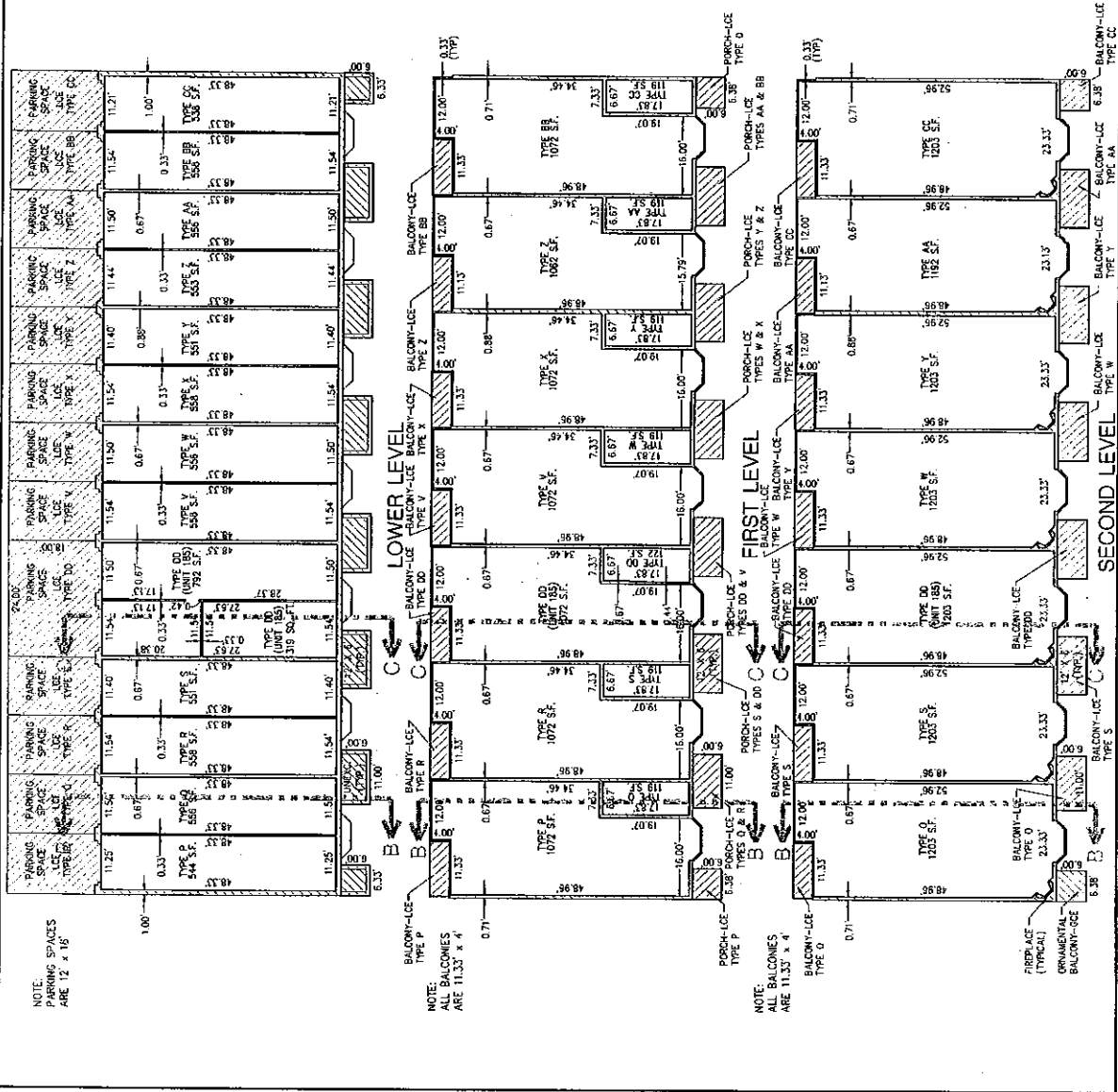
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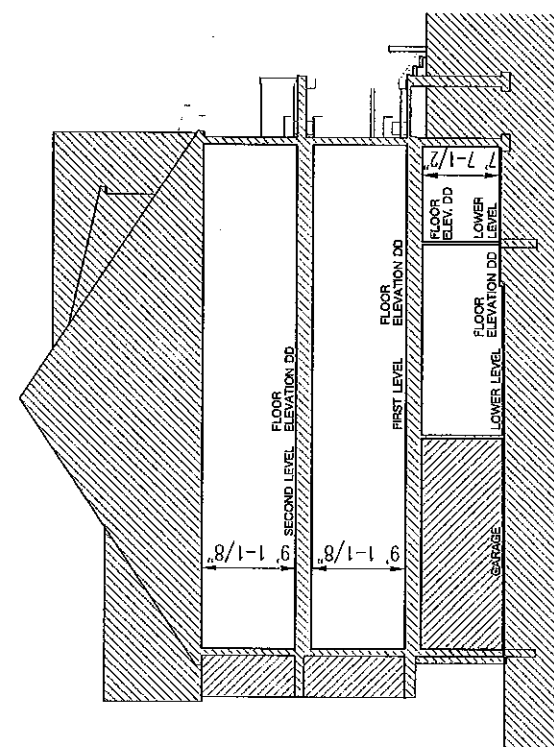
1. BUILDINGS 1 THROUGH 10 MUST BE BUILT
2. BUILDINGS 11 THROUGH 18 "NEED NOT BE BUILT"
3. SEE SHEET 8 FOR BUILDING ELEVATIONS
4. ALL BUILDINGS TO BE BUILT ON CONCRETE SLAB
5. FLOOR PLANS T & U HAVE BEEN INTENTIONALLY REMOVED THEY HAVE BEEN REPLACED WITH FLOOR PLAN DD
6. CROSS SECTION "B-B" IS TYPICAL OF ALL FLOOR PLAN TYPES
7. CROSS SECTION "C-C" IS ONLY FOR FLOOR PLAN TYPE DD

BUILDING #6

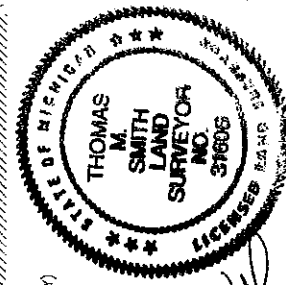


AMENDED DATE: SEPTEMBER 18, 2007
PROPOSED DATE: JULY 25, 2005
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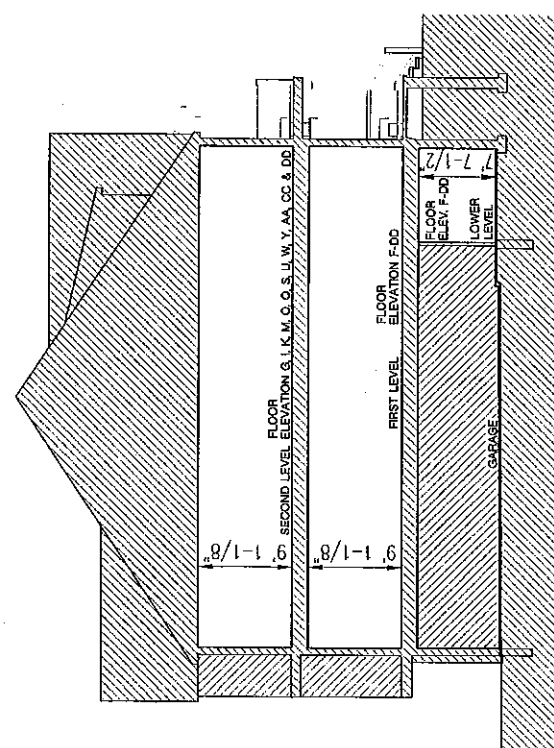
CROSS SECTION "C" - "C"
BUILDING 6 (TYPE DD ONLY)



AMENDED DATED **SEPTEMBER 18, 2007**
 PROPOSED DATED **JULY 25, 2005**
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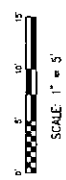
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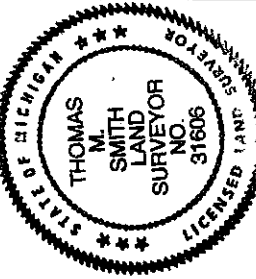
- LIMITED COMMON ELEMENT
- GENERAL COMMON ELEMENT
- UNITS OF OWNERSHIP



CROSS SECTION "B" - "B"
BUILDINGS 4, 5, 6, 9 & 10

NOTES:
 ALL ELEVATIONS ARE REFERENCED
 TO U.S.C.S. DATUM
 CROSS SECTION "B-B" IS TYPICAL
 OF ALL FLOOR PLAN TYPES.
 CROSS SECTION "C-C" IS ONLY
 FOR FLOOR PLAN TYPE DD





NOTE:
 UNITS 175 & 176 HAVE BEEN
 INTENTIONALLY REMOVED

FLOOR PLAN TYPE: DO
 ADDED: SEPT. 14, 2007

AMENDED DATE: SEPTEMBER 18, 2007
 AMENDED DATE: JULY 25, 2005
 PROPOSED DATE: MARCH 12, 2002

UNIT	FLOOR PLAN	LOWER LEVEL ELEVATION	FIRST FLOOR ELEVATION	UNIT	FLOOR PLAN	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
1	E	901.13	910.55	2	B	921.10	930.59
3	C	901.13	910.55	4	D	921.10	930.59
5	A	901.13	910.55	6	B	921.10	930.59
7	C	901.13	910.55	8	D	921.10	930.59
9	A	901.13	910.55	10	B	921.10	930.59
11	C	901.13	910.55	12	D	921.10	930.59
13	A	901.13	910.55	14	B	921.10	930.59
15	C	901.13	910.55	16	D	921.10	930.59
17	A	901.13	910.55	18	B	921.10	930.59
19	C	901.13	910.55	20	D	921.10	930.59
21	A	901.13	910.55	22	B	921.10	930.59
23	C	901.13	910.55	24	D	921.10	930.59
25	A	901.13	910.55	26	B	921.10	930.59
27	C	901.13	910.55	28	D	921.10	930.59
29	A	901.13	910.55	30	B	921.10	930.59
31	C	901.13	910.55	32	D	921.10	930.59
33	A	901.13	910.55	34	B	921.10	930.59
35	C	901.13	910.55	36	D	921.10	930.59
37	E	901.13	910.55	38	B	921.10	930.59
39	C	901.13	910.55	40	D	921.10	930.59
41	A	901.13	910.55	42	B	921.10	930.59
43	C	901.13	910.55	44	D	921.10	930.59
45	E	901.13	910.55	46	B	921.10	930.59
47	C	901.13	910.55	48	D	921.10	930.59
49	A	901.13	910.55	50	B	921.10	930.59
51	C	901.13	910.55	52	D	921.10	930.59
53	A	901.13	910.55	54	B	921.10	930.59
55	F	902.88	912.30	56	G	922.85	932.34
57	H	902.88	912.30	58	I	922.85	932.34
59	J	902.88	912.30	60	K	922.85	932.34
61	L	902.88	912.30	62	M	922.85	932.34
63	N	902.88	912.30	64	O	922.85	932.34
65	F	901.08	910.50	66	G	918.66	928.14
67	H	901.08	910.50	68	I	921.05	930.54
69	J	901.08	910.50	70	K	921.05	930.54
71	L	901.08	910.50	72	M	921.05	930.54
73	N	901.08	910.50	74	O	921.05	930.54
75	F	900.38	909.80	76	G	920.35	929.84
77	H	900.38	909.80	78	I	920.35	929.84
79	J	900.38	909.80	80	K	920.35	929.84
81	L	900.38	909.80	82	M	920.35	929.84
83	N	900.38	909.80	84	O	920.35	929.84
85	A	901.55	908.00	86	B	918.55	928.04
87	C	901.55	908.00	88	D	918.55	928.04
89	A	901.55	908.00	90	B	918.55	928.04
91	C	901.55	908.00	92	D	918.55	928.04

UNIT	FLOOR PLAN	LOWER LEVEL ELEVATION	FIRST FLOOR ELEVATION	UNIT	FLOOR PLAN	SECOND FLOOR ELEVATION	THIRD FLOOR ELEVATION
93	A	898.58	908.00	94	B	918.55	928.04
95	E	898.58	908.00	96	D	918.55	928.04
97	A	897.18	905.60	98	B	917.15	925.64
99	C	897.18	905.60	100	D	917.15	925.64
101	A	897.18	905.60	102	B	917.15	925.64
103	E	897.18	905.60	104	D	917.15	925.64
105	E	891.78	901.20	106	B	911.75	921.24
107	C	891.78	901.20	108	D	911.75	921.24
109	A	891.78	901.20	110	B	911.75	921.24
111	C	891.78	901.20	112	D	911.75	921.24
113	E	890.78	900.20	114	B	910.75	920.24
115	C	890.78	900.20	116	D	910.75	920.24
117	A	890.78	900.20	118	B	910.75	920.24
119	C	890.78	900.20	120	D	910.75	920.24
121	A	890.78	900.20	122	B	910.75	920.24
123	C	890.78	900.20	124	D	910.75	920.24
125	E	886.58	896.00	126	B	906.55	916.04
127	E	886.58	896.00	128	D	906.55	916.04
129	A	886.58	896.00	130	B	906.55	916.04
131	C	886.58	896.00	132	D	906.55	916.04
133	A	886.58	896.00	134	B	906.55	916.04
135	C	886.58	896.00	136	D	906.55	916.04
137	E	886.58	896.00	138	B	906.55	916.04
139	C	886.58	896.00	140	D	906.55	916.04
141	A	889.71	899.13	142	B	899.68	909.17
143	C	889.71	899.13	144	D	899.68	909.17
145	E	889.71	899.13	146	B	899.68	909.17
147	E	890.30	899.72	148	D	910.27	919.76
149	A	890.30	899.72	150	B	910.27	919.76
151	C	890.30	899.72	152	D	910.27	919.76
153	A	890.30	899.72	154	B	910.27	919.76
155	C	890.30	899.72	156	D	910.27	919.76
157	P	900.38	909.80	158	O	920.35	929.84
159	R	900.38	909.80	160	S	920.35	929.84
161	T	900.38	909.80	162	U	920.35	929.84
163	V	900.38	909.80	164	W	920.35	929.84
165	X	900.38	909.80	166	Y	920.35	929.84
167	Z	900.38	909.80	168	AA	920.35	929.84
169	BB	900.38	909.80	170	CC	920.35	929.84
171	P	902.58	912.00	172	Q	922.55	932.04
173	R	902.58	912.00	174	S	922.55	932.04
175	T	902.58	912.00	176	U	922.55	932.04
177	V	902.58	912.00	178	W	922.55	932.04
179	X	902.58	912.00	180	Y	922.55	932.04
181	Z	902.58	912.00	182	AA	922.55	932.04
183	BB	902.58	912.00	184	CC	922.55	932.04
185	DD	902.58	912.00	186	EE	922.55	932.04

Michigan Department of Consumer and Industry Services

Filing Endorsement

This is to Certify that the ARTICLES OF INCORPORATION - NONPROFIT

for

GATEWAY VILLAGE OF NOVI ASSOCIATION

ID NUMBER: 775535

received by facsimile transmission on March 6, 2002 is hereby endorsed

Filed on March 6, 2002 by the Administrator.

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

In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 6th day of March, 2002.



, Director

Bureau of Commercial Services

NON-PROFIT ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of 1982, as follows:

ARTICLE I NAME

The name of the corporation is Gateway Village of Novi Association.

ARTICLE II PURPOSES

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Gateway Village of Novi, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted;
- (j) To enter into agreements with public agencies concerning the nature and extent of maintenance of the Condominium.
- (k) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended; and
- (l) In furtherance of the foregoing, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III ADDRESSES

The address of the first registered office is 26699 West Twelve Mile Road, Suite 200, Southfield, Michigan 48034

Post office address of the first registered office is 26699 West Twelve Mile Road, Suite 200, Southfield, Michigan 48034.

ARTICLE IV RESIDENT AGENT

The name of the first resident agent is Dave Nona.

ARTICLE V BASIS OF ORGANIZATION AND ASSETS

Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is -- Real Property: None
Personal Property: None

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

ARTICLE VI INCORPORATOR

The name of the incorporator is C. Kim Shierk and her place of business is 40701 Woodward Avenue, Suite 235, Bloomfield Hills, Michigan 48304.

ARTICLE VII EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII MEMBERSHIP AND VOTING

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

- (a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as her membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Oakland County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (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. The Developer's membership shall continue until no Units remain to be created in the Condominium and until the Developer no longer owns any Unit in the Condominium.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

ARTICLE IX LIMITATION OF LIABILITY OF VOLUNTEER OFFICERS AND DIRECTORS AND OTHER VOLUNTEERS

No volunteer director or volunteer officer, as those terms are defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate or limit the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the corporation, its shareholders, or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of the law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director or officer derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director or officer of the corporation for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

The corporation assumes the liability for all acts or omissions of a volunteer director, volunteer officer, or other volunteer if all of the following apply: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith; (iii) the volunteer's conduct did not amount to gross negligence or wilful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in section 3135 of the insurance code of 1956, Act No. 218 of the Public Acts of 1956, being section 500.3135 of the Michigan Compiled Laws.

Signed this 6th of March, 2002.

When filed return to:
C. Kim Shierk of Myers Nelson Dillon & Shierk, PLLC
40701 Woodward Ave., Suite 235
Bloomfield Hills, Michigan 48304-2221


C. Kim Shierk, Incorporator

GATEWAY VILLAGE OF NOVI ESCROW AGREEMENT

THIS AGREEMENT is made as of the 1ST of December, 2007, between Gateway Village of Novi, LLC, a Michigan Limited Liability ("Developer") and Transworld Title Company, LLC agent for Ticor Title Insurance Company ("Escrow Agent").

WHEREAS, Developer is has established or intends to establish Gateway Village of Novi as residential Condominium Project under applicable Michigan law; and

WHEREAS, Developer is selling Condominium Units in Gateway Village of Novi and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with Escrow Agent; and

WHEREAS, the parties hereto desire to enter into this Escrow Agreement to establish such an escrow account for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposits under a Purchase Agreement; and

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

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds. Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, The Condominium Buyer's Handbook and the Disclosure Statement.

2. Release of Funds. The sums paid to Escrow Agent under the terms of any Purchase Agreement shall be held and released to Developer or Purchaser only upon the conditions hereinafter set forth:

A. Upon Withdrawal by Purchaser. The escrowed funds shall be released to Purchaser upon the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under Paragraph 6 of the General Provisions thereof, Escrow Agent shall, within three business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(iii) In the event that a Purchaser duly terminates a Purchase Agreement executed under the provisions of §88 of the Act pursuant to paragraph 7 or paragraph 8 of the General Provisions of a Purchase Agreement, Escrow Agent shall release all of Purchaser's deposits held thereunder to Purchaser.

B. Upon Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release all sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

C. Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer of architect confirming:

(i) That those portions of the phase of the Condominium in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete.

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of paragraph 2C(i) above, the portion of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads, all major structural components of buildings, all building exteriors, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by certificates of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefore by a licensed professional architect or engineer, as described in Section 3.

D. Release of funds Escrowed For Completion of Incomplete Improvements. Upon furnishing Escrow Agent a certificate from a licensed architect or engineer evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed items, provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance

substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. Release of Interest Earned Upon Escrowed Funds. Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of Purchaser's withdrawal from a Purchase Agreement shall be paid to Developer.

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

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

(i) Escrow Agent shall upon request give all statutorily required notices under §103b(7) of the Act.

(ii) If Developer, the GATEWAY Village of Novi Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under §103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in Michigan naming Developer, the Gateway Village of Novi Association and all others and interested parties as parties and deposit all funds or other security in escrow under §103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

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

3. Proof of Occurrences; Confirmation of Substantial Completion; Determination of Cost to Complete. Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to a Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefore, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determinations of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon such certificates, determinations and estimates as described above in retaining and releasing escrowed funds hereunder.

4. Limited Liability of Escrow Agent; Right to Deduct Expenses From Escrow Deposit. Upon making delivery of the funds deposited with Escrow Agent pursuant to any Purchase Agreement and performance of the obligations and services stated therein and herein, Escrow Agent shall be released from any further liability thereunder, and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in such Agreements and in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as a depository for funds received by it under this Agreement.

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by Escrow Agent in reliance thereon.

Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds deposited in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

5. Notices. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the applicable Purchase Agreement. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whatever is applicable.

DEVELOPER:

GATEWAY VILLAGE OF NOVI, LLC,
a Michigan Limited Liability Company

ESCROW AGENT:

TRANSWORLD TITLE COMPANY, LLC
a Michigan limited liability company
agent for Ticor Title Insurance Company

By: /s/ Pierre Nona

Its: Authorized Agent

30403 W. Thirteen Mile Road
Farmington Hills, MI 48334
(248) 932-9333

By: /s/ Douglas S. Proctor

Douglas S. Proctor
Its: Managing Member

7125 Orchard Lake Road, Suite 306
West Bloomfield, MI 48322
(248) 487-2626 (Fax: 248-487-2630)

CONDOMINIUM ASSOCIATION MANAGEMENT AGREEMENT

This Agreement entered into this 5th of February, 2007 between **Gateway Village of Novi Association**, a Michigan Non-Profit Corporation (AKA the Association"), and **Whitehall Property Management, LLC**, a Michigan limited liability company (AKA the "Agent") located at 27750 Middlebelt Road, Suite 100, Farmington Hills, Michigan 48334.

Witnesseth:

In consideration of the terms, conditions and covenants hereinafter set forth the parties hereby agree as follows:

I. Appointment of Agent

Pursuant to its Articles of Incorporation, Master Deed and the authority granted it in the Condominium Bylaws, the Association hereby appoints the Agent and the Agent hereby accepts the appointment, on the terms and conditions hereinafter provided, as the exclusive managing agent of the Association, together with the land on which it is constructed, is hereinafter referred to as the "Community".

II. Agreement Term

This Agreement shall take effect on **March 1, 2007** and will remain in full force and effect until **February 28, 2008**. Thereafter, this Agreement will automatically renew for an additional two (2) year period as provided for in Paragraph VII (a).

III. Compensation

The Association agrees to pay the Agent as its compensation for services performed under this Agreement (with the exception of additional costs as outlined under paragraph 10, at the request of the Board of Directors for which costs will be itemized and compensation paid for by the Association) \$13.00 per sold unit, per month. All such considerations for given month shall be paid the first day of each month.

IV. Duties of Association

The Association will provide the following to the Agent to the extent possible:

- a. Furnish and inform the Agent of standards that are to be kept for the Community.
- b. Provide a complete set of Association rules.
- c. Provide a set of final plans and specifications for the Community, if available.
- d. Provide copies of any and all warranties and guarantees pertinent to the construction of the Community, if available.
- e. Provide a set of books and financial reports for the Community, if any.
- f. Provide past and future copies of the Board of Directors minutes for audit purpose.
- g. Provide a liaison from the Board of Directors to promote efficient means of communication between the Board and the Agent.
- h. Provide any other pertinent information and records that are available regarding the Association that would be useful in fulfilling the objectives of Board of Directors.

V. Duties of Agent

The Agent agrees to provide the following:

ACCOUNTING

1. Establish and maintain, in a Commercial Bank or Savings and Loan Association whose deposits are insured by the Federal Deposit Insurance Corporation the Federal Savings and Loan Insurance Corporation and/or any other governmental insuring body, and which is authorized to do business in Michigan, and in a manner to indicate the custodial nature thereof, a separate interest bearing bank account (s) as Agent and trustee for the association for the Deposit of the Association's funds. The Association may also direct the Agent to establish a separate bank account for the reserve fund. The Agent shall have the authority to draw on any such account from any Commercial Bank account for any payment to be made the Agent to discharge any liabilities or obligations incurred by or on behalf of the Association pursuant to this Agreement. All such payments shall be subject to limitations further defined in this Agreement.

2. Prepare, in conformity with the provision of the Condominium Bylaws, an operating budget for the coming fiscal year. The budget will be submitted for approval to the Board of Directors prior to the new fiscal year. The Agent will operate within the annual budget as adopted. In the event the Agent foresees a budget overrun, the Agent will notify the Board of Directors in writing of such overrun.

3. Collect all general assessments, additional assessments, late charges and special assessments due from the Co-owners pursuant to the Condominium Bylaws. The Association shall cooperate with the Agent and provide such assistance as it may reasonably request to enable the collection of such assessments.

4. Provide one set of payment coupons per unit per year, the cost of which will be borne by the Association.

5. Process late notices on the 11th of each month and furnish the Board of Directors with a schedule of all delinquent accounts. Upon the written request of the Board of Directors, the Agent shall take such collection action as is authorized by the Condominium Bylaws and not otherwise prohibited by the laws of Michigan. The Agent will not be required to institute legal proceedings or take other extraordinary collection action, unless requested to do so in writing by the Board of Directors.

6. Maintain a complete set of books and records relative to the management and operation of the Association in accordance with reasonable accounting practices. All such records will be available for examination by the Board of Director during working hours. The Agent will make the Association's records available for such independent audit as may be required by the Master Deed of the community and will cooperate with the auditors who perform such audit. The cost of any audit of the Association records will be borne entirely by the Association.

7. Make all payments required that are necessary to be made by the Agent under the terms of the agreement when due, out of the monies that are available from the Association's account or as especially provided for by the Association. The agent will not be obligated to make any advanced to or for the Association, or pay any sum except out of the general Association account or such other funds provided pursuant hereto, nor

will Agent initiate any litigation on behalf of the Association without first obtaining the written consent of the Board of Directors.

8. Cause to be disbursed regularly and punctually from funds collected under this Agreement and posted in the accounts provided herein: Salaries and other compensation due and payable to any employees of the Association, taxes, insurance premiums and sums otherwise due and payable by the Association as operating expenses authorized by the Agent and the Board of Directors under the terms of this agreement, including Agent's fee. Notwithstanding the foregoing, the Agent shall not charge time spent providing accounts, violation notices and other related correspondence to the Association's attorney arising out of the normal routine collection of assessments or other Condominium Bylaws violations.

9. Generate monthly financial statements and any supporting schedules, which are to be mailed or delivered to the Board of Directors prior to the 15th of the succeeding month.

10. Take such action, upon authorization of the Board, as may be necessary to comply with any and all Federal, State, County or Municipal authority requirements placed on the Community by these agencies. The Agent, however, will not take such action so long as the Association is contesting, or affirmed its intention to contest, any required order. The Agent will promptly notify the Board of Directors in writing of all such requirements.

11. Upon request from the Board of Directors, the Agent will assist in retaining a CPA firm. U.S. and State Corporate Tax Returns will be prepared by the CPA firm in conjunction with the fiscal audit at the expense of the Association.

ADDITIONAL AGENT DUTIES

1. Maintain records showing the service requests made by each Co-owner along with the action taken with respect to each request and notification made to the Co-owner. The Agent, at its discretion or with request from the Board of Directors, will report all requests to the Board of Directors along with the appropriate recommendations.

2. Investigate, hire, pay, supervise and discharge personnel and contractors as necessary to be employed or retained by the Association, with prior approval from the Board of Directors, in order to maintain and operate the Community. Contractors will not be considered employees of the Association or Agent. Payment for services of such contractors will be expense borne by the Association.

3. Cause the building, grounds and any appurtenances of the Community to be maintained according to such standards as may be established by the Board of Directors and changed from time to time. This includes painting, cleaning, decorating, plumbing, carpentry, electrical and other such normal maintenance and repair work as may be necessary, subject to the limitations imposed by the Master Deed and the Condominium Bylaws in addition to those contained herein.

4. Enter into contracts on behalf of the Association for snow removal, lawn care, tree care, water, electricity, gas equipment, maintenance and repairs, telephone, rubbish removal, supplies, chemical treatment and other necessary services approved by the Board of Directors. Prior to hiring a contractor, Agent must obtain proof of contractors insurance, including but not limited to Workers Compensation and Liability Insurance.

The Agent will place orders for such equipment, tools, appliances, materials or supplies as may be necessary to properly maintain the Community as the Board of Directors have established.

5. Operate within the annual budget as provide in Article V, Section A (3) of this Agreement. Any expense incurred by the Agent for the Association for any single expenditure will not exceed the sum of One Thousand (\$1,000) dollars unless such single expenditure is authorized in writing by the Board; provided, emergency repairs involving manifest danger to life or property for the safety of the Co-owners or required to avoid the suspension of any necessary service to the Association may be made by the Agent regardless of cost. Notwithstanding such emergency authority, the Agent will always attempt to confer with the Board of Directors regarding any emergency expenditure and to obtain written approval. Except for the emergency authority hereby given any bid and purchase order exceeding One Thousand (\$1,000.00) Dollars will be submitted to the Board of Directors for its review and written approval. The Agent will not enter into any contracts nor incur any liabilities that mature beyond one year from their effective date, except for fire or extended coverage insurance premiums, without first obtaining the prior written consent of the Board of Directors.

6. Cause to be placed and kept in force at all times the insurance policies required by the laws of the State of Michigan, the Condominium Bylaws, or the Board of Directors which insurance coverage will be carried and administered in accordance with the Condominium Bylaws. The Agent will promptly investigate and make full written report of all accidents or claims for damage, relating to the management, operating and maintenance of the Community, including any damages or destruction to the site and will include the estimated cost of repairs. The Agent will cooperate with and make any and all reports required by any insurance company and a copy of the report will be provided to the Board.

7. Attend meetings of the Association and Board of Directors on normal business days as required by the Board at mutually agreed upon dates and times, not to exceed a total of 24 hours per year. Time in excess of the budgeted hours will be invoiced at a rate of \$75.00 per hour; provided, however, that the Agent will inform the Board of Directors in writing when the 24 hours have been accumulated.

8. Charge the Association for time spent regarding activities of Agent in reporting, supervising, contracting and approving goods and services necessary to a property damage loss in excess of \$2,000 per occurrence. In addition charge the Association for time spent in claims and/or lawsuits in which the Association is plaintiff or defendant, including court appearance time, depositions and witness testimony, as well as the preparation, collation and/or dissemination of records, and compiling of information by request from the Board of Directors, its attorney, or others involved in the claims and/or lawsuits. Time spent will be invoiced at the following rates:

A.	Property Manager	\$75.00 per hour
B.	Accounting	\$40.00 per hour
C.	Administrative Personnel	\$25.00 per hour

It is acknowledged by the Association that the Agent shall have an absolute right to be reimbursed for all costs and out-of-pocket expenses incurred by Agent in the performance of Agent's duties pursuant to this Agreement. All such costs and out-of-

pocket expenses shall be reimbursed by the Association to the Agent, within 10 days after billing by Agent to the Association.

9. Send out by mail or otherwise, general flyers, communications and financial statement to all members of the Association at the Board of Directors request. It is understood that any clerical services performed for the Association or its Board, such preparation and handling of newsletters of the Association or its Board will be at the expense of the Association. In the event that the Board directs the Agent to type and prepare Board minutes or other Board reports or letters, there will be a charge per page for the original, duplication and postage costs, as outlined in Article IX.

10. For all meetings upon the direction of the Board of directors, prepare and mail the notices and supporting information, such as financial statements and proposed budget to the Co-owners and oversee the election. Any proposed Bylaws amendment will be reviewed by the Agent's designated legal counsel prior to such proposed amendment being submitted to vote of the Association membership. The selection of Association candidates for nomination will be the Association's responsibility.

11. Supply samples and consolation to the Board for institution of necessary Rules and Regulations. Co-owners in violation of Bylaws and/or Rules of the Condominium Association, or creating a nuisance will be notified in writing by the Agent; however, the Agent will not be required to correct said violation unless requested to do so in writing by Board of Directors.

12. Provide on site inspections as necessary inspect the condition of the buildings and grounds and to monitor the work performed by contactors. Follow-up on any work in progress to insure that work is being performed in a workmanlike manner and in compliance to any local or state codes. Expedite items to repair that are necessary to maintain a high level of appearance and bring these to the attention of the Board.

13. Notwithstanding anything herein to the contrary, the Agent and the Association acknowledge and agree that any contract entered into pursuant to this Agreement, shall be entered into on behalf of the Association and Agent shall not be deemed, in any manner whatsoever, to be a party to any such contract. The Association shall indemnify, defend and save harmless Agent, from and against and all claims, liabilities or damages, related in any manner whatsoever to any such contracts entered into on behalf of the Association. Furthermore, notwithstanding anything herein to the contrary, the Agent shall have no authority or responsibility for maintenance of or repairs to individual dwelling units in the Community. Such maintenance and repairs shall be the sole responsibility of the owners of the Community.

14. Work with the Association's chosen contractor relating to reserve studies.

15. Prepare (or cause to be prepared) in conjunction with an accountant or a similarly qualified professional, if necessary, for execution and filing by the Association, all forms, reports and returns required by law in connection with federal and state income tax, Michigan general corporation law, unemployment insurance, workmen's compensation insurance, disability benefits, social security and other similar taxes now in effect or hereafter imposed and also in connection with requirements relating to the employment of personnel.

VI. Indemnification and Liability of Agent

The Association hereby agrees to defend, indemnify and save harmless Agent and Agent's owners, employees and agents from all claims, liabilities, losses, expenses or damages of any nature whatsoever in connection with the management of the Community from liability or injury to any person or property on or about or in connection with the Community from any cause whatsoever, unless such costs, expenses, damages or liabilities are caused by the Agent's gross negligence, intentional misconduct or any material breach of this Management Agreement. Agent shall be listed as an additional insured on the Association's general liability policy only. The Association's insurance policies shall be in the amount of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for personal injury or death or damage to property. The Association's insurance shall specify payment per occurrence and be issued by one (1) or more responsible insurance carriers licensed to do business in the State of Michigan, with an A.M. Best and Company rating of A:XI or better. The Agent will provide a fidelity bond in the amount of no less than \$500,000 which will list the Association as an additional insured.

VII. Termination

This Agreement shall be terminated and (except as to liabilities or claims which shall have occurred or arisen to such termination) all obligations hereunder shall cease upon the occurrence of any of the following:

- a. The Agreement shall be automatically renewed for an additional two (2) year term unless terminated by either of the Principal Parties by written notice sent by registered or certified mail, return receipt requested, at least ninety (90) days prior to the expiration of the initial one (1) year term.
- b. If a petition of bankruptcy is filed by either party, or if either shall make an assignment for the benefit of creditors, of either itself or under any insolvency laws, either party may terminate this Agreement forthwith by serving written notice to the other via certified mail.
- c. If there arises a dispute between the Association and the Agent, and if in the opinion of the aggrieved party the offending party has committed a material breach of this Agreement, the aggrieved party must serve written notice upon the offending party setting forth the details of such alleged breach. If the offending party does not cure such breach, which shall be determined by the aggrieved party within thirty (30) days after receipt of such notice, this Agreement may then be terminated with cause. Upon a party making the decision to terminate, it shall give the other party written notice of such determination and this contract shall then terminate sixty (60) days after the receipt of such notice. Agent's compensation shall be prorated to the date of the termination of the final pay period is less than one month.

VIII. Effect of Agreement.

This Agreement will constitute the entire Agreement between the contacting parties and no variance or modifications will be valid and enforceable, except by supplemental agreement, in writing, executed and provided in the same manner as this Agreement. The Agreement will be binding upon and incur to the benefit of the Association and the Agent and their respective successors and assigns. This Agreement may be executed in several counterparts, each of

which will be deemed an original but all of which together constitutes one and the same instrument. This Agreement may not be assigned without the prior written approval of the Board of Directors.

IX. Disclosure of Charges

Until agreed to a change, the rates at which the Association will be charged by the Agent for additional charges will be as follows:

Duplication	\$ 0.15 per page
Postage and Supplies	At current rates
Board Meeting Time (in excess of 24 hours/year)	At quoted rates specified herein
Preparation of minutes	\$ 30.00 per meeting
Special / Additional Assessments	\$ 10.00 per unit
Set-up new unit & provide Association Handbook	\$ 100.00 per unit
Set-up and Association Handbook for Re-sales	\$ 100.00 per unit
Newsletter Preparation	\$ 150.00 per Newsletter
Status Letter	\$ 50.00 charge to Seller
Mortgage Certification	\$ 100.00 charge to Seller
Delinquency Notices	\$ 10.00 each

All additional office type expenses not included as part of this Agreement will be done on a cost basis with an administrative fee of 25%.

X. Survival of Indemnification Obligations

The Association's obligations to indemnify defend and save harmless Agent, pursuant to the terms of this Agreement, shall survive the expiration or earlier termination of this Agreement.

XI. Acceptance

2/5/07
Date

"Association"
Gateway Village of Novi Association

Pierre Nona
Pierre Nona
Its: President

2/5/07
Date

"Agent"
Whitehall Property Management, LLC
Gary Steven Donna
Gary Steven Donna
Its: President

DISCLOSURE STATEMENT
GATEWAY VILLAGE OF NOVI

DEVELOPER

Gateway Village of Novi, L.L.C.
30403 West Thirteen Mile Road
Farmington Hills, Michigan 48334
(248) 932-9333

Gateway Village of Novi is a 183-unit residential condominium which may be reduced in size to no less than 16 units on or before April 8, 2008.

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

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

December 2007

GATEWAY VILLAGE OF NOVI

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DISCLOSURE STATEMENT
GATEWAY VILLAGE OF NOVI

I. Introduction

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended (the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units that are offered for sale.

II. The Condominium Concept

Condominium is a method of subdividing, describing and owning real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents and as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the other components ("common elements") of the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements that are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established, the taxes and assessments for the units covered by the Master Deed usually are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to review carefully all of the documents contained in the Gateway Village of Novi Purchaser Information Booklet as well as any other documents that the Developer has delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. Size, Scope and Physical Characteristics of the Project. Gateway Village of Novi is a 183-unit residential condominium project located at Grand River Avenue and Meadowbrook Road in Novi, Michigan. The project consists of 18 buildings. Each unit enjoys the use of a garage and uncovered parking space. Certain of the units also enjoy the use of a balcony.

B. Utilities. Gateway Village of Novi is served by public water, sanitary and storm sewers, gas, electric and telephone service. Gas service is furnished by Consumers Power and is individually metered to each unit for payment by the co-owner, electricity is furnished by Detroit Edison and telephone service is provided by Ameritech. The costs of maintaining the sanitary and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association.

C. Roads. The roads in Gateway Village of Novi are private and will be maintained (including, without limitation, snow removal) by the Association. Replacement, repair and resurfacing will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It is the Association's responsibility to inspect and to perform a preventative maintenance of condominium roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs. Use of the roads in the Condominium is also shared by certain other adjoining parcels.

D. Reserved Rights of Developer.

(1) Contraction of Project. The Developer has reserved the right to reduce the size of the project to no less more than 16 units by the withdrawal of land at any time on or before April 8, 2008, which contractable period may be extended as permitted by Section 67 of the Act. In connection with such contraction, the Developer has reserved the right to define and redefine general or limited common elements as may be necessary to adequately describe and service the withdrawn land and to change the nature of any common element previously included in the condominium project to achieve the purposes of such contraction, including, but not limited to, the connection of existing roadways and sidewalks to any roadways and sidewalks planned for the withdrawn land, and to provide access to any condominium units over such roadways and sidewalks.

(2) Convertible Areas. The Developer has reserved the right, at any time on or before April 8, 2008, to modify the units and Common Elements in the Project.

(3) Improvements and Landscaping. Until all of the units in the project have been sold, no exterior modifications of any type may be made without the Developer's approval.

(4) Conduct of Commercial Activities. The Developer has reserved the right, until all of the units in the project have been sold, to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to habitable status upon termination of use.

(5) Right to Amend. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose. Any such amendment that would materially alter the rights of an owner or mortgagee may be made only with the approval of 66-2/3% of the owners and first mortgagees. Further, certain provisions of the Master Deed cannot be amended without the Developer's approval.

(6) Easements.

(a) For Maintenance, Repair and Replacement. The Developer has reserved such easements over the condominium project (including all units and common elements) as may be required to perform any of the Developer's maintenance, repair, decoration or replacement obligations.

(b) For Use of Utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the exercise of its rights with respect to land that may be withdrawn from the project or the development of separate projects on any land withdrawn from the Project. The Developer has also reserved the right to grant easements for utilities to appropriate governmental agencies and public utilities.

(c) For Use of Roads. The Developer has reserved easements and rights of use over any roads and walkways in the project for the purpose of ingress and egress to and from all or any portion of the land that hereafter may be withdrawn from the project, regardless of how such land ultimately may be used.

(7) General. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Board of Directors of the Association.

E. Consent Judgment. Gateway Village of Novi and an adjacent commercial development, The Shops of Gateway Village of Novi, are subject to a certain Consent Judgment entered on June 1, 1990 in the Circuit Court of the County of Oakland, as amended by the Stipulated Order to Amend Consent Judgment entered on June 10, 1996 and recorded in Liber 16581, Pages 450 through 545,

Oakland County Records, and further amended by the Stipulated Amendment to Consent Judgment entered May 16, 2001 in Oakland County Circuit Court, File No. 86-316708-CH. The use of the adjoining commercial development may involve, among other things, restaurant and retail use. Accordingly, such activities may be above that which is considered satisfactory from a nuisance factor. Noise, restaurant smells and other irritants may be observed and hours of operation at times may extend late in the evenings and into the early morning hours. By purchasing a Unit in the Condominium, Co-owners are aware of the potential of the existence of the forgoing conditions and activities on the adjacent property.

F. Mold. Mold is a naturally occurring type of fungus which is necessary for the natural decomposition of plant and other organic material. Mold spreads by means of microscopic spores borne on the wind, and is found everywhere life can be supported. Residential home construction is not, and cannot be, designed to exclude mold spores. All mold is not necessarily harmful, but certain strains have been shown to have adverse health effects in susceptible persons. Experts disagree about the level of mold exposure that may cause health problems and about the exact nature and extent of the health problems that may be caused by mold.

In order to grow, mold requires a food source. Many items found in a home may serve as a food source, such as fabric, carpet, drywall, wood and insulation, to name a few. The proper temperature, between 40°F and 100°F, plus moisture, also encourage mold growth.

Developer neither has nor claims any expertise in mold growth, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of mold. The Developer also has no control over this natural occurrence. Owners will want to take steps to reduce the occurrence of mold growth, such as by keeping the humidity in the Unit low. For further helpful hints that can reduce mold growth, owners can consult the EPA's website at www.epa.gov/iaq.

IV. Legal Documentation

A. General. Gateway Village of Novi was established as a condominium project pursuant to the Master Deed recorded in the Oakland County Records and contained in the Gateway Village of Novi Purchaser Information Booklet. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. Master Deed. The Master Deed contains the definitions of certain terms used in the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the units and common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article VI of the Master Deed contains the provisions relating to contraction of the project, Article VII contains the convertible area provisions, Article IX covers easements, Article XII covers the provisions for amending the Master Deed and Article XIII provides that the Developer may assign to the Association or to another entity any or all of its rights and powers granted or reserved in the condominium documents or by law.

C. Bylaws. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of

Association members for the costs of operating the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

V. The Developer and Other Service Organizations

A. Developer's Background and Experience. Gateway Village of Novi, L.L.C., is a Michigan limited liability company created for the sole purpose of developing Gateway Village of Novi and the adjacent commercial development, The Shops of Gateway Village of Novi. Certain principals of the developer have prior experience in residential development, including: Heritage Meadows Subdivision in Hartland; New Boston Woods Subdivision in New Boston/Huron Township; McCully Lake Estates in Fenton; Fairfield Estates Subdivision in West Bloomfield; Prestwick Village Golf Club in Highland; and Mission Creek Subdivision, Timbercrest Subdivision, Pinewoods West Site Condominium and Pinewood Condominium, all located in Farmington Hills.

B. Broker. As a licensed residential builder, the Developer will be handling the sale of the Units in the Condominium.

C. Legal Proceedings Involving the Condominium Project or the Developer. The Developer is not aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in the Gateway Village of Novi Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Booklet. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors, the initial members of which are designees of the Developer.

Within 120 days after closing the sales of 46 of the units, one of the five directors will be selected by non-developer owners; within 120 days after closing the sales of 92 of the units, not less than two of the five directors will be selected by non-developer owners; and within 120 days after closing the sales of 138 of the units, the non-developer owners will elect all five directors, except that the Developer will have the right to designate at least one director as long as it owns at least 18 units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units that they own.

Within 120 days after closing the sales of 61 units or one year from the date of the first conveyance, whichever first occurs, the Developer must establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be convened any time after 92 of the units have been sold and must be held on or before the expiration of 120 days after 138 of the units have been sold or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the members of the Association will elect directors, and the directors in turn will elect officers for the Association.

The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. All of the units in Gateway Village of Novi have equal percentages of value. The percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

(1) Budget. Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for major repairs to and replacement of common elements. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer. To the extent that estimates prove inaccurate during actual operation and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current budget of the Association has been included as Appendix I to this Disclosure Statement.

(2) Assessments. Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration; while the Developer is obligated to contribute to the Association for such purpose, its contributions are determined differently than the other owners' contributions are determined. See Article II, Section 7 of the Bylaws. Assessments are based upon the percentages of value assigned to the units. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 2(b) of the Bylaws.

(3) Foreclosure of Lien. The Association has a lien on each unit to secure payment of Association assessments. The Bylaws provide that the Association may foreclose its lien in the same fashion that mortgages may be foreclosed by judicial action or by advertisement under Michigan law. By closing on the purchase of a unit, each purchaser will be deemed to have waived notice of any proceedings brought by the Association to foreclose its lien by advertisement and notice of a hearing prior to the sale of his unit.

(4) Other Possible Liabilities. Each purchaser is advised of the possible liability of each owner under Section 58 of the Condominium Act:

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, are not liable for the assessments by the administering body chargeable to the unit that became due prior to the acquisition of title to the unit by such person except for assessments that have priority over the first mortgage under Section 108 of the Act.

D. Condominium Association Management Contract. The Association has entered into a management agreement with LandArc Management Group, LLC, for an initial term of three years at a fee of \$14.00 per unit per month with annual increases of 5%. Professional management is not required by the condominium documents.

E. Insurance.

(1) Title Insurance. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Ticor Title Insurance Corporation at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) Other Insurance. The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the certificate of insurance with respect to the condominium project will be furnished to each owner upon request.

Each owner is responsible for obtaining personal property, liability and other individual insurance coverage with respect to his unit to the extent indicated in Article IV of the Bylaws. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Bylaws sets forth restrictions on the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provision that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with

care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

- (1) Units are to be used only for single-family residential purposes.
- (2) No owner may lease his unit for less than an initial term of six months unless approved by the Association. An owner must disclose his intention to lease a unit and provide a copy of the exact lease form to the Association at least ten days before presenting a lease to a potential lessee.
- (3) Except for two dogs, two cats or one dog and one cat, no animals may be maintained by any owner unless approved by the Association. Even if the Association has approved the maintenance of a pet, detailed restrictions are applicable.
- (4) There are substantial limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.
- (5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the owners.

None of the restrictions apply to the commercial activities or signs of the Developer.

VII. Rights and Obligations as Between Developer and Owners

A. Before Closing. The respective obligations of the Developer and the purchaser of a unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain the disposition at closing of earnest money deposits advanced by the purchaser, anticipated closing adjustments, and other important matters. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete those improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Absent such security, funds retained in escrow are not to be released to the Developer until issuance of a certificate of occupancy, if applicable, conveyance to a purchaser of title to a unit and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions that are specifically set forth in the condominium documents and title insurance commitment.

C. After Closing.

(1) General. Subsequent to the purchase of the unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent

that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) Condominium Project Warranties. The Developer is warranting each of the units against defects in workmanship and materials for a period of one year from the date of closing the sale of the pertinent unit, as more particularly set forth in the Limited Warranty which accompanies the Purchase Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer at its address appearing on the cover sheet of this Disclosure Statement within the applicable one year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Developer by telephone at the number shown on the cover of this Disclosure Statement. The warranty is extended only to the first purchaser of each unit and is not transferable. The warranty does not cover consequential or incidental damages. Further, any implied warranty is limited to the one-year period applicable to the Developer's express warranty. It is recommended that you examine the Limited Warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your unit.

VIII. Purpose of Disclosure Statement

The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with deciding whether to purchase a unit. In accepting title to a unit, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Consumer and Industry Services publishes The Condominium Buyers Handbook that the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained in or omitted from The Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments as contained in the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Consumer and Industry Services, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of the Disclosure Statement and rules of the Michigan Department of Consumer and Industry Services.

Gateway Village of Novi Condominium Association

	2009 Operating Budget 93	2009 Monthly Cost Per Unit
INCOME		
Monthly Association Dues	\$ 167,400.00	\$ 150.00
Commercial Contribution	\$ 6,370.50	\$ -
Reimbursement - Developer / Builder	\$ 16,201.32	\$ -
Interest Income	\$ 5.00	\$ -
Late Fee Income	\$ 1,000.00	\$ -
Reimbursed Collections Costs	\$ -	\$ -
Misc. Income (Compliance)	\$ 500.00	\$ -
Insurance Reserve	\$ -	\$ -
Return Check Charges	\$ -	\$ -
Working Capital	\$ -	\$ -
Total Income	\$ 191,476.82	\$ 150.00
ADMINISTRATIVE		
Auditing	\$ 1,450.00	\$ 1.30
Bad Debt Expense	\$ 4,000.00	\$ 3.58
Bank Fees	\$ -	\$ -
Filing Fees	\$ 20.00	\$ 0.02
Legal Fees	\$ 1,650.00	\$ 1.48
Management Fees	\$ 14,508.00	\$ 13.00
Miscellaneous Office	\$ 25.00	\$ 0.02
Office Supplies	\$ 25.00	\$ 0.02
Postage	\$ 100.00	\$ 0.09
Printing & Reproduction	\$ 50.00	\$ 0.04
Total Administrative	\$ 21,828.00	\$ 19.56
INSURANCE		
Directors & Officers Ins	\$ 1,266.00	\$ 1.13
Other Insurance	\$ -	\$ -
Liability Insurance	\$ 17,500.00	\$ 15.68
Total Insurance	\$ 18,766.00	\$ 16.82
BUILDING & GROUNDS MAINTENANCE		
Exterior Lighting	\$ 1,200.00	\$ 1.08
General Grounds Maintenance	\$ 500.00	\$ 0.45
Irrigation Maintenance	\$ 2,000.00	\$ 1.79
Lawn & Landscape Maintenance	\$ 25,000.00	\$ 22.40
Lawn & Tree Fertilization	\$ 2,500.00	\$ 2.24
Lawn Fungicide	\$ -	\$ -
Lawn Grub Control	\$ -	\$ -
Mulch	\$ 4,800.00	\$ 4.30
Flowers	\$ -	\$ -
Pond Maintenance	\$ 1,525.00	\$ 1.37
Shrub & Tree Replacement	\$ 2,000.00	\$ 1.79
Snow Removal & Chemicals	\$ 14,000.00	\$ 12.54
Snow Misc.	\$ -	\$ -
Building Repairs & Maintenance	\$ 5,000.00	\$ 4.48
Total Ground and Maintenance	\$ 58,525.00	\$ 52.44
OPERATING		
Electricity	\$ 9,500.00	\$ 8.51
Extermination	\$ 706.00	\$ 0.63
Rubbish Removal	\$ 6,300.00	\$ 5.65
Water and Sewer	\$ 36,000.00	\$ 32.26
Total Operating	\$ 52,506.00	\$ 47.05
Fire Suppression Systems		
Monitoring Services	\$ 3,120.00	\$ 2.80
Phone Lines	\$ 8,100.00	\$ 7.26
Annual Inspections & Testing	\$ 5,500.00	\$ 4.93
Systems Repairs & Maintenance	\$ 2,500.00	\$ 2.24
Total Fire Suppression Systems	\$ 19,220.00	\$ 17.22
Estimated Expenses	\$ 170,845.00	
RESERVES		
Insurance Deductible	\$ 2,500.00	\$ 2.24
Reserve Payment	\$ 17,205.00	\$ 15.42
Total Reserves Payment	\$ 19,705.00	\$ 17.66
TOTAL ESTIMATED EXPENSES	\$ 190,550.00	
NET INCOME / LOSS	\$ 926.82	

