



LAKE WALDON VILLAGE

CLARKSTON

Dear Purchaser:

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

Sincerely,

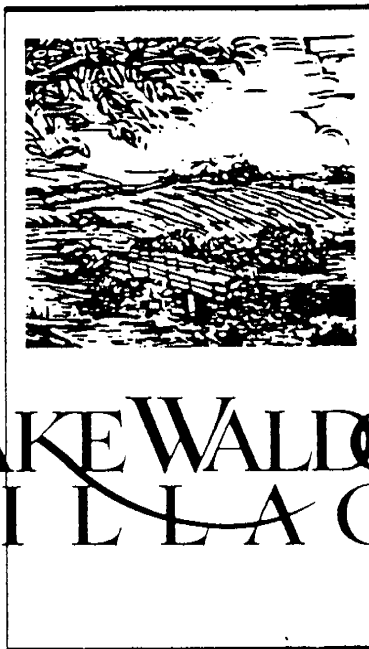
HOLTZMAN & SILVERMAN CONSTRUCTION CO.

**PURCHASER INFORMATION BOOKLET
FOR
LAKE WALDON VILLAGE**

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DISCLOSURE STATEMENT



LAKE WALDON
VILLAGE

CLARKSTON

Developed By

HOLTZMAN & SILVERMAN CONSTRUCTION CO.
30833 Northwestern Highway, Suite 300
Farmington Hills, Michigan 48334-2551

Effective Date: January 22, 1993

Lake Waldon Village is a single family residential development comprised of forty-eight condominium units.

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

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

DISCLOSURE STATEMENT

LAKE WALDON VILLAGE

I. Introduction.

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

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the condominium, are furnished to each purchaser pursuant to the requirement of the Michigan Condominium Act that the Developer of a condominium disclose to prospective purchasers the characteristics of the condominium units which are offered for sale. This Disclosure Statement, along with the documents contained in the Purchaser Information Booklet, are the only authorized description of Lake Waldon Village. The Developer's officers, employees and agents (including but not limited to sales representatives) are not permitted to vary the terms contained therein.

II. The Condominium Concept.

A condominium is a method of subdividing and describing 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 or as otherwise may be applicable to the property. In this Disclosure Statement, and in the other documents contained in the Purchaser Information Booklet, the condominium units in Lake Waldon Village are sometimes referred to as "sites". The terms "unit" and "site" have the same definition in Lake Waldon Village Master Deed and are used interchangeably in the condominium documents.

Each owner receives a deed to the site purchased. Each owner owns, in addition to the site purchased, an undivided interest in the condominium's common facilities ("common elements"). Title to the common elements is included as part of, and is inseparable from, title to the individual sites. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to the owner's site in the Master Deed. The Master Deed, which is described in Section IV of this Disclosure Statement, must be examined carefully to determine each owner's rights and obligations with respect to common elements.

Lake Waldon Village is different from most condominiums in this area because the condominium units in this project consist of only the individual building sites, and the common elements generally do not include the buildings and other improvements to be constructed on the sites. Each site consists of the space contained within the site boundaries as shown in the Condominium Subdivision Plan and delineated with heavy outlines and excluding therefrom any land. In the more traditional form of condominium, the units consist of the air space enclosed within each of the buildings, and the common elements include the exterior structural components of the

buildings. In Lake Waldon Village, each owner holds an absolute and undivided title to his site and to the home and other improvements built thereon (to the extent such improvements are not designated in the Master Deed as common elements). Each site owner will be responsible for all decoration, maintenance, repair and replacement of the dwelling and other improvements located on his site and adjoining yard area, including mowing of the lawn area. Unlike more traditional condominiums, each owner in Lake Waldon Village will be responsible for maintaining fire and extended coverage insurance on his site, adjoining yard area and the home and other improvements located thereon, as well as personal property, liability and other personal insurance coverage. The Association will maintain only liability insurance coverage for occurrences on the general common elements.

All portions of Lake Waldon Village not included within the sites constitute the common elements. Limited common elements are those common elements set aside for use by less than all unit owners. (At present there are no limited common elements in Lake Waldon Village.) General common elements are all common elements other than limited common elements.

The proximity of the sites in Lake Waldon Village and each site owner's right, in common with all other site owners, to use the general common elements, dictates that certain restrictions and obligations be imposed on each owner for the mutual benefit of all owners. The restrictions and obligations are set forth in the Master Deed and in the Bylaws which are attached as Exhibit A to the Master Deed. All owners and site occupants must be familiar with and abide by such restrictions and obligations.

The management and administration of Lake Waldon Village is the responsibility of Lake Waldon Village Homeowners Association, a Michigan nonprofit corporation of which all owners are members (the "Association"). The nature and duties of the Association are set forth in the Condominium Bylaws attached as Exhibit A to the Master Deed and are summarized in Section VI of this Disclosure Statement.

Except for the year in which a site is first established as part of Lake Waldon Village, real property taxes and assessments are levied individually against each site in Lake Waldon Village. The separate taxes and assessments cover the site and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements.

The foregoing is necessarily generalized to some degree. Accordingly, each purchaser is urged to carefully review all of the documents contained in the Purchaser Information Booklet for Lake Waldon Village as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the condominium is advised to consult the purchaser's own lawyer or other professional advisor.

III. Description of Lake Waldon Village.

A. **Size, Scope and Physical Characteristics of Lake Waldon Village.** Lake Waldon Village has been established as a forty-eight site residential condominium located in Independence Township, Michigan.

B. Improvements Labeled "Must be Built" or "Need Not be Built". The Condominium Act requires that proposed structures and improvements be labeled in the Condominium Subdivision Plan as either "must be built" or "need not be built." The Condominium Plan identifies all roads and utilities as "must be built". Developer will finance the cost of the "must be built" improvements through a construction loan from Comerica Bank.

C. Recreational Areas and Facilities. There are no recreational areas or facilities within the Lake Waldon Village development. Lake Waldon Village includes unimproved general common element areas that are available for the use and enjoyment of the site owners, subject to the wetland protection provisions of the Master Deed, which are described in Paragraph III.D below. Developer may (but is not required to) provide all Lake Waldon Village site owners access to a lake and other common areas located on land adjacent to Lake Waldon Village. If use of the lake and other common areas is made available to the Lake Waldon Village site owners, such use shall be in common with the owners or occupants of other residential units located on the land adjacent to Lake Waldon Village, and the owners of the residential units located on the land adjacent to Lake Waldon Village will be given a reciprocal right to use the common areas of Lake Waldon Village and the obligation to share on a pro rata basis in the cost of maintaining, repairing and replacing such common areas. ~~Whether~~ Whether or not the lake and other common areas are hereafter included as part of Lake Waldon Village, if the lake and other common areas on the land adjacent to Lake Waldon Village are made available to the Lake Waldon Village site owners, the Association shall be obligated for a portion of the expense of maintaining, repairing and replacing the lake and other common areas, which portion shall be determined from time to time pro rata according to the total number of residential units using the lake and the number of sites in Lake Waldon Village. Developer has reserved the right (but not the obligation) to enter into such agreements as are necessary with the owner of the land adjacent to Lake Waldon Village to make the lake and other common areas on that land available for use of the Lake Waldon Village site owners and any such agreements shall be binding on all persons acquiring any interest in Lake Waldon Village, including without limitation all Lake Waldon Village site owners and mortgagees, who shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to enter into such agreements regarding lake use and access to the common areas.

D. Wetland Protection. The wetlands areas shown on the Plan are subject to a conservation and preservation easement whereby the Association and all Lake Waldon Village site owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any structure on, plowing tilling, cultivating, or otherwise altering or developing the wetlands areas. The purpose of this restriction is to maintain the wetlands in their natural and undeveloped condition. The Association is required to maintain all wetlands shown on the Plan in their natural and undeveloped condition, including any portion of the wetlands that are located within a site. The purpose of such maintenance is to preserve the natural character of the wetlands and their continuing functioning. In the event the Association or the Lake Waldon Village site owners, as the case may be, fail to preserve the wetlands in accordance with the Master Deed or fail to maintain and/or repair the wetlands in their

natural state, Independence Township has the power to do so and an easement for maintenance purposes as more fully set out in Article IV, Subparagraph (c)(2) of the Master Deed.

E. Private Roads. Presently, the roads in Lake Waldon Village are private, although Developer intends to dedicate the roads to the public. Lake Waldon Village has access to a public road over the roads included in the condominium. The roads in Lake Waldon Village will be maintained (including, without limitation, snow removal) by the Association, not the board of county road commissioners. 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 road repair or replacement costs. It is the Association's responsibility to inspect and to perform preventive maintenance of the Lake Waldon Village roads on a regular basis in order to maximize the life of such roads and to minimize repair and replacement costs. The Developer has reserved the right but not the obligation to contract the condominium to exclude the roads after the roads are dedicated to the public.

F. Utilities. Lake Waldon Village is served by public water and sanitary sewers, as well as natural gas, electric and telephone service. All utilities will be separately metered for payment by the individual site owners.

G. Reserved Rights of Developer.

(1) **Expansion of the Condominium.** The Developer has reserved the right but not the obligation to expand the condominium one or more times to include additional units, land and other common elements. The Master Deed limits the maximum size of the condominium to no more than a total of 125 units created on or before six (6) years after recordation of the original Master Deed, but the number of units actually added to the condominium may not exceed the number permitted by local ordinances. Developer has reserved the right to amend the condominium documents to accomplish one or more such expansions which amendments will include replatting of the Condominium Subdivision Plan, revision of percentages of value and such other changes in the condominium documents as are deemed by Developer to be necessary. Such amendments may be made by Developer without the consent of the site owners or mortgagees. This Disclosure Statement and the Master Deed give notice to site owners and mortgagees of such amendments and Developer may make such amendments without giving further notice. In connection with such expansion, 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 expansion land and to change the nature of any common element previously included in the condominium to achieve the purposes of such expansion, including, but not limited to, the connection of existing roads to any roads planned for the expansion land, and to provide access to any condominium units over such roads.

(2) **Convertible Areas.** In order to facilitate the development and sale of sites in Lake Waldon Village the Developer has reserved the right, at any time on or before six (6) years after recordation of the original Master Deed, to modify, expand, delete or create sites and to add to or modify limited and/or general common elements within the convertible areas described in the Master Deed and identified as such on the Condominium Subdivision Plan.

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

(4) **Conduct of Commercial Activities.** Until all of the sites in Lake Waldon Village have been sold, the Developer has reserved the right to maintain on Lake Waldon Village premises a sales office, advertising display signs, a business office, model homes for sale to site purchasers, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over Lake Waldon Village premises as may be reasonable to enable development and sale of all sites in Lake Waldon Village as well as the sale of homes to be built within sites.

(5) **Right to Amend.** The Developer has reserved the right to amend the Master Deed and the Exhibits thereto without approval from site owners or their mortgagees for certain purposes specified in the Master Deed. Those purposes include but are not limited to converting the convertible areas, expanding the size of the condominium, contracting the condominium (to exclude the roads), correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

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

IV. Legal Documentation.

A. **General.** Lake Waldon Village was established pursuant to the Master Deed recorded in the Oakland County Records and contained in the Purchaser Information Booklet for the condominium. 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 connection with Lake Waldon Village, the percentage of value assigned to each site in Lake Waldon Village, a general description of the sites and common elements included in Lake Waldon Village and a statement regarding the relative responsibilities for maintaining the common elements. Article VII of the Master Deed covers easements, restrictions and other agreements, Article VIII reserves in favor of the Developer the right to amend the condominium documents for various purposes including but not limited to converting Lake Waldon Village common elements and unsold sites, making changes therein, providing for the correction of errors and complying with the requirements of certain lending institutions. Article IX sets forth Developer's right to the convert certain areas of Lake Waldon Village. Article X sets forth Developer's right to expand Lake Waldon Village to include additional land and to create sites and common elements on that land. Article XI sets forth Developer's right to contract Lake Waldon Village to exclude the roads after dedication of the roads to public use.

C. **Bylaws.** The Bylaws contain provisions relating to the operation, management and fiscal affairs of Lake Waldon Village and, in particular, set forth the provisions relating to the assessment of Association members for the purpose of paying the costs of operation of Lake Waldon Village. Article VI of the Bylaws contains provisions permitting the adoption of rules and regulations governing the common elements. Article VI also contains certain restrictions upon the ownership, occupancy and use of Lake Waldon Village.

D. **Condominium Subdivision Plan.** The Condominium Subdivision Plan is a three-dimensional survey depicting the physical location and boundaries of each of the sites and all of the common elements of Lake Waldon Village. The architectural and building specifications and use restriction set forth in the Bylaws govern the development and use of each site in Lake Waldon Village. All improvements made within any site, including the construction of a residence or any other improvement, and the use and occupancy thereof, must comply fully with the architectural and building specifications and use restrictions established by the Bylaws.

V. **Developer's Background and Experience.**

Developer, Holtzman & Silverman Construction Co., 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334-2551, is licensed as a residential builder. Developer has not had prior experience as a condominium developer.

VI. **Operation of Lake Waldon Village.**

A. **The Association.** The responsibility for management and maintenance of Lake Waldon Village is vested in the Association. As each individual purchaser acquires title to a site in Lake Waldon Village, the purchaser will also become a member of the Association. The Articles of Incorporation of the Association are in the Purchaser Information Booklet and along with the Bylaws control procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer. Until a successor Board of Directors is elected by the members, the Association will be controlled by the Directors named by Developer. Developer's rights of representation on the Association's Board of Directors are set forth in Article XI of the Bylaws.

B. **Percentages of Value.** The percentage of value of each site in Lake Waldon Village is equal. The percentage of value assigned to each site determines, among other things, the value of each owner's vote and the owner's proportionate share of regular and special Association assessments and of the proceeds of administration of Lake Waldon Village.

C. **Project Finances.**

(1) **Budget.** Article II of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of Lake Waldon Village. The Association's only source of revenue to fund its budget is by the assessment of its members. The initial budget for Lake Waldon Village was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of Lake Waldon Village, and includes a reserve for replacement of the major

common element improvements of Lake Waldon Village. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service Lake Waldon Village change in cost in the future, the budget and the expenses of the Association also will require revision. The initial budget of the Association has been included as Appendix A to this Disclosure Statement. Developer does not represent or warrant that the budget attached as Appendix A accurately reflects the assessments which will be charged by the Association.

(2) **Assessments.** Except as set forth below with respect to the Developer, each owner of a site in Lake Waldon Village must pay for the expenses of general administration of the Association in proportion to the percentage of value assigned to the site(s) the owner owns. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 3(b) of the Bylaws. As set forth in Article II, Section 9 of the Bylaws, the Developer does not pay Association assessments for the sites it owns until they are occupied but does reimburse the Association for certain expenses it may incur for such sites.

(3) **Foreclosure of Lien.** The Association has a lien on each site 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 action or by advertisement under Michigan law.

(4) **Possible Additional Liability.** It is possible for owners to become obligated to pay a percentage share of assessment delinquencies incurred by other owners. This can happen if a delinquent owner defaults on a first mortgage and if the mortgagee forecloses. The delinquent assessments then become a common expense which is reallocated to all the owners, including the first mortgagee, in accordance with the percentages of value in the Master Deed. The Michigan Condominium Act (Section 58) provides:

If the mortgage of a first mortgage of record or other purchaser of a condominium unit obtains title to the condominium unit as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the [Association] chargeable to the unit which became due prior to the acquisition of title to the unit by such person. The unpaid assessments are deemed to be common expenses collectible from all of the condominium unit owners including such persons, its successors and assigns.

D. Insurance.

(1) **Title Insurance.** The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy at or prior to closing, and that the policy

itself shall be ordered at closing. The cost of the owner's commitment and policy is to be borne by the Developer.

(2) **Other Insurance.** The condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workers' compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the common elements of Lake Waldon Village. 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 Lake Waldon Village common elements will be furnished to each owner upon request. The insurance coverage carried by the Association will not cover the homes built on individual sites, any other improvements to the sites or any personal property of any owner.

Each owner is responsible for obtaining coverage with respect to the owner's site, the home built thereon and any other improvements to the site and 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 each owner should do the same with respect to the owner's personal insurance.

E. **Restrictions on Ownership, Occupancy and Use.** Article VI of the Bylaws contains comprehensive restrictions on the use of sites and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion 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 most significant restrictions:

(1) Sites are to be used only for residential purposes and construction of residences and other permitted structures.

(2) No savage or dangerous animals shall be kept.

(3) There are substantial limitations upon physical changes which may be made to the common elements in Lake Waldon Village, and upon the uses to which the common elements and sites may be put. All sites in Lake Waldon Village are subject to the substantial restrictions on the type and quality of improvements that may be made to any site, including the construction of a home or any other structure, all as provided in Article VI of the Bylaws.

(4) Motorcycles are allowed on the roads in Lake Waldon Village, but motorcycles and all other motorized off-road vehicles are prohibited in all other general common element areas. Snowmobiles are prohibited in all general common element areas in Lake Waldon Village.

(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.

(6) Subject to the requirements set forth in Section 20 of Article VI, an owner (including Developer) may rent sites owned at any time for any term of occupancy not less than thirty (30) days. An owner must disclose the owner's intention to lease a site and provide a copy of the exact lease form to the Association at least ten (10) days before presenting a lease to a potential lessee. Developer reserves the right to lease sites and hereby notifies all owners that it may do so if market conditions so require.

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

VII. Rights and Obligations Between Developer and Owners.

A. Before Closing. The respective obligations of the Developer and the purchaser of a site in Lake Waldon Village prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents contain, among other provisions, the provisions relating to the disposition of earnest money deposits advanced by the purchaser prior to closing and the anticipated closing adjustments, and should be closely examined by all purchasers. The Escrow Agreement provides that all deposits made under Purchase Agreements be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any purchaser who withdraws from a Purchase Agreement in accordance with the Purchase Agreement. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine business days after the purchaser has received all of the condominium documents or if the condominium documents are changed in a way that materially reduces the purchaser's rights. The Escrow Agreement also provides that a deposit will be released to the Developer if the purchaser defaults in any obligation under the Purchase Agreement after the Purchase Agreement has become binding upon the purchaser. The Escrow Agreement provides, pursuant to Section 103b of the Michigan Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements labeled as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. The Escrow Agreement also provides that deposits will be released to the Developer when the closing of the sale takes place provided that improvements labeled "must be built" are substantially complete or other conditions of the Escrow Agreement are met. Each person purchaser of a site will receive a copy of the Escrow Agreement.

B. At Closing. Each purchaser will receive by warranty deed fee simple title to the purchaser's site subject to the condominium documents and easements and restrictions of record.

C. After Closing.

(1) General. Subsequent to the purchase of the site, the legal relationship between the Developer and the owner are governed by the Master Deed, except to the extent that any provisions of the Purchase Agreement are intended to survive the closing.

(2) **Limited Warranty.** Express warranties are not provided unless specifically stated in the Purchase Agreement. The only warranty provided by Developer is the limited warranty provided to purchaser with the Purchase Agreement. Among other things, the limited warranty does not apply to defects or damages which are the result of normal expansion or contraction or the result of other normal characteristics of building materials. Prior to closing the purchaser must carefully inspect the home built by Developer on the site. In the event any defects in material or workmanship exist which are covered by the limited warranty, a written list of such defects must be made and presented to Developer prior to closing. Developer shall not be required to correct defects which are covered by the limited warranty prior to closing but shall do so as promptly as possible after the closing at Developer's own expense. After the closing, Developer's obligation to correct defects in the home shall be strictly limited to those defects which are covered by the limited warranty and were listed by the purchaser in writing prior to the closing and those defects which are covered by the limited warranty and which are latent and could not have been discovered by the purchaser prior to closing. The limited warranty on purchaser's home shall extend for a period of one year after closing. The warranty on general common elements shall extend for a period of one year commencing with the first closing of a site in the condominium or commencing with the construction of the common element, whichever date is later. Written notice of any defect in the home or in the common elements must be given to Developer within the applicable one-year period in order to be covered by the limited warranty. Developer's obligations under the warranty are limited to repair and replacement. As to items not of Developer's manufacture, such as any air conditioner, water heater, refrigerator, range, dishwasher or other appliances, Developer will assign to purchaser the manufacturer's warranty, without recourse. Developer makes no warranty on such items. THE LIMITED WARRANTY DESCRIBED HEREIN IS THE ONLY WARRANTY APPLICABLE. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WHETHER ARISING UNDER STATE LAW OR THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO ALL IMPLIED WARRANTIES OF FITNESS, MERCHANTABILITY OR HABITABILITY, ARE DISCLAIMED AND EXCLUDED.

(3) **Limitation of Developer's Liability.** The Purchase Agreement strictly limits Developer's liability whether in contract, tort, under any warranty, in negligence or otherwise, to the obligations provided in Developer's limited warranty. Developer is not liable to purchaser for or responsible to compensate or indemnify purchaser for any damages, claim, demand, loss, cost, or expense resulting from an alleged claim of breach of warranty, whether relating to injury to persons, property, or otherwise, or relating to the presence of any toxic or hazardous waste, substance or contaminant, including without limitation radon gas, in, on, or under the purchaser's site and home, the Lake Waldon Village development, or the real estate adjacent to or in close proximity with the Lake Waldon Village development. The Purchase Agreement further provides that Developer shall in no circumstances be liable for any consequential, incidental, special or secondary damages, even if Developer has been advised of the possibility of such damages. All of purchaser's rights relating to the Purchase Agreement, the limited warranty, the site and appurtenant common elements may be asserted only by purchaser and not

by any association or class representative. Developer makes no representations or warranties (other than the limited warranty described above) in the Purchase Agreement or otherwise concerning the site, Lake Waldon Village, the value or resale value of the site, the real estate adjacent to or in close proximity with Lake Waldon Village or the condition of the air, the soils, surface waters, and groundwaters in, on or under the site, Lake Waldon Village or such adjacent or proximate real estate. Purchaser should make its own investigation prior to executing the Purchase Agreement with respect to each of the foregoing. Without purchaser's agreement to and acknowledgement of the provisions of the Purchase Agreement and limited warranty described above, Developer would not agree to sell the purchaser's site to purchaser.

VIII. Radon Gas.

Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in the soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequences.

The extent to which an area or site may be exposed to radon depends upon a number of factors, including natural geologic conditions, prior land use, groundwater, construction materials and techniques, ventilation and air-conditioning systems, and homeowner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

Developer neither has nor claims any expertise in radon, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a purchaser might consider significant in deciding whether to purchase a site in Lake Waldon Village from Developer. Developer assumes no responsibility to make any tests or studies.

The EPA, as well as state and local regulatory authorities, are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two guides which are available to interested persons: "A Citizen's Guide to Radon: What It Is and What To Do About It" and "Radon Reduction Methods: A Homeowner's Guide."

IX. Purpose of Disclosure Statement.

This Disclosure Statement paraphrases various provisions of the Purchase Agreement, Escrow Agreement, Master Deed, Limited Warranty and other documents required by law. It is not a complete statement of all the provisions of those documents which may be important to purchasers. In an attempt to be more readable, this Disclosure Statement omits most legal phrases, definitions and detailed provisions of the other documents. Certain of the terms used herein are defined in the Michigan Condominium

Act, as amended. This Disclosure Statement is not a substitute for the legal documents which it draws information from, and the rights of purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement.

Developer 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 Lake Waldon Village. Developer disclaims liability to any purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by Developer in good faith, or were immaterial in nature, or were not relied upon by the purchaser, or did not result in any damages to the purchaser.

Each purchaser is urged to engage a competent lawyer or other advisor in connection with the purchaser's decision to purchase a site. In accepting title to a site in Lake Waldon Village, 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. In preparing this Disclosure Statement and the other condominium documents, Developer's counsel has not undertaken professional responsibility to the association or to any owners or mortgagees for the completeness, accuracy, or validity of the condominium documents.

The Michigan Department of Commerce publishes The Condominium Buyers Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from The Condominium Buyers Handbook.

A5471h

APPENDIX A

LAKE WALDON VILLAGE HOMEOWNERS ASSOCIATION

1993 ESTIMATED BUDGET
JANUARY 22, 1993

COMMON AREAS ONLY

48 UNITS

<u>Item of Expense</u>	<u>Estimated Annual Cost</u>
Landscape Maintenance	\$4,635
Irrigation	300
Electricity	360
Annual Flowers for Entry	400
Administrative	400
Replacement Reserve	<u>1,105</u>
TOTAL ANNUAL ESTIMATED EXPENSES	<u>\$7,200</u>
ESTIMATED ANNUAL ASSESSMENT ($\$7,200$ divided by 48 sites)	<u>\$ 150</u>

Recorded on December 22, 1992 in
Liber 13213, Pages 812 through
876, Oakland County Records

MASTER DEED

LAKE WALDON PINES
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 803

This Master Deed is made and executed this 22nd day of December, 1992, by HOLTZMAN & SILVERMAN CONSTRUCTION CO., a Michigan corporation (hereinafter referred to as "Developer"), whose address is 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334-2551.

WITNESSETH:

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

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

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Lake Waldon Pines, Oakland County Condominium Subdivision Plan No. 803. The architectural plans and specifications for each Residence of the Condominium will be filed with Independence Township. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual use, having its own access to a Common Element of

the Condominium or directly to a public road. Each Co-owner in the Condominium shall have an exclusive right to the Unit owned and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium as designated by the Master Deed. Co-owners shall have voting rights in the Lake Waldon Pines Homeowners Association as set forth herein and in the Bylaws and Articles of Incorporation of such Association.

ARTICLE II

LEGAL DESCRIPTION

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

Part of the NW 1/4 Sec. 27, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at a point on the North line of Sec. 27, located N 89°28'59"E 500.00 ft. (prev. recorded as N 89°47'05"E) from the NW corner Sec. 27, th from said point of beginning, N 89°28'59"E 225.55 ft. (prev. recorded as N 89°47'05"E) along the North line Sec. 27, th S 01°51'13"E 1989.41 ft (prev. recorded as S 01°18'35"E 1986.66 ft), th S 89°52'53"W 786.38 ft (prev. recorded as N 89°48'55"W 783.79 ft) to point "A", th N 00°04'42"W 401.46 ft and S 69°42'44"E 67.63 ft and N 13°40'22"E 150.00 ft and along a curve to the right (R = 390.00 ft, Delta = 09°19'38", LC = N 71°39'49"W 63.42 ft) an arc distance of 43.49 ft and N 67°00'00"W 42.27 ft and N 00°04'42"W 102.08 ft to the SE corner of "Clarkston Acres No. 1", recorded in Liber 64 of Plats, Page 36, Oakland County Records and N 00°06'44"W 946.14 ft along the East line "Clarkston Acres No. 1" to point "B" (point "B" prev. recorded as located N 00°11'50"E 1606.00 ft from point "A"), th N 89°28'59"E 500.00 ft (prev. recorded as N 89°47'05"E), th N 00°06'44"W 375.00 ft (prev. recorded as N 00°11'50"E) to point of beginning. Containing 29.864 acres. Subject to the rights of the public in the N'ly 33.00 ft for Waldon Road. Also subject to easements and restrictions of record and all governmental limitations.

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ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Lake Waldon Pines Homeowners Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Additional Land" means the land described hereafter, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

(c) "Association" means the Michigan nonprofit corporation, Lake Waldon Pines Homeowners Association, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

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

(f) "Condominium" means Lake Waldon Pines as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(g) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(h) "Condominium Site", "Condominium Unit", "Site" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto and all structures and improvements within such space.

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

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

(k) "Developer" means Holtzman & Silverman Construction Co., a Michigan corporation, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, that conveyances of Units by Developer, including the conveyance of Units to a "successor developer" pursuant to Section 135 of the Act, shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(l) "General Common Elements" means the Common Elements other than the Limited Common Elements.

(m) "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(n) "Master Deed" means this document to which the Condominium Bylaws and Condominium Subdivision Plan are attached as exhibits.

(o) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(p) "Percentage of Value" means the percentage assigned to each Condominium Unit in this Master Deed. The Percentages of Value of all Units shall total one hundred (100%) percent. Percentages of Value shall be determinative only with respect to those matters to which they are specifically deemed to relate either in the Condominium Documents or in the Act.

(q) "Person" means an individual, firm, corporation, partnership, association, trust, the state or an agency of the state or other legal entity, or any combination thereof.

(r) "Residence" means a residential dwelling together with an attached garage constructed within the perimeter of a Unit in accordance with the architectural and building specifications and use restrictions set forth in this Master Deed.

(s) "Structure" means any Residence, building, driveway, parking area, structure, dwelling, garage, shed, outbuilding, fence, wall, gazebo, hedge, in ground swimming pool, or any other improvement of a permanent or substantial nature constructed within the perimeter of a Unit.

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

ARTICLE IV

COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, described in Article II hereof, including any roads, parking areas, walks and landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements.

(2) The roads throughout the Condominium, designated on the Plan as Lake Waldon Drive, Cedar Bend Drive and Lake Waldon Court, so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the Board of Oakland County Road Commissioners or any other governmental entity. Developer intends to dedicate the roads in the Condominium to public use as soon as practicable after the recordation of this Master Deed, and Developer has reserved the right and power to dedicate the roads in Article VII of this Master Deed.

(3) The storm water drainage system throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, water (up to the point of lateral connection at the edge of the vehicular access road for Unit service), sanitary sewer (only the mains shall be Common Elements, the lateral connections to serve the Units shall be the individual responsibilities of the respective Co-owners), storm sewer, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units. Leads connecting utility mains to Residences built within Units are not

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

(4) The wetland conservation areas, as shown on the Plan.

(5) All beneficial utility and drainage easements.

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

(b) The Limited Common Elements are the areas, if any, depicted on the Plan as Limited Common Elements and are limited to the use of the Co-owners of the Units to which such Limited Common Elements are assigned on the Plan. There are currently no Limited Common Elements in the Condominium, but Developer has reserved the right to create Limited Common Elements in Article IX of this Master Deed.

(c) The respective responsibilities for the maintenance, repair and replacement of all Common Elements shall be as follows:

(1) The Association shall maintain, repair and replace all General Common Elements and any landscaped areas in the roads (the landscaped areas in the cul-de-sac islands and the entrance way located in the roads shall be maintained by the Association even if the roads are publicly dedicated) and the expense thereof shall be assessed to the Co-owners in proportion to the Percentages of Value stated in Article VI hereof, subject to any provision of the Condominium Documents expressly to the contrary. The Association's obligations also include the responsibility to maintain, repair and replace the decorative light and landscaping located in an easement area adjacent to the entrance of the Condominium. Notwithstanding anything herein to the contrary, the Township may maintain, repair and replace the municipal water system up to the point of lateral connections at the edge of the vehicular access road for Unit service.

(2) In the event that the Association fails to provide adequate maintenance, repair or replacement of the General Common Elements or in the event the Association or a Co-owner or any other person shall fail to maintain and preserve the conservation wetlands areas depicted on the Plan, the Township of Independence may, but shall not be required to, serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. Following such notice, and an opportunity to be heard before the legislative body, or a designate thereof, the Township, or its successor, shall have the power to, but shall not be required to, enter upon the property, or cause its agents or contractors to do so, and perform the necessary maintenance, repair, or replacement as found to be appropriate by the Township. The cost and expense of such maintenance, repair or replacement, plus an administrative fee in the amount of twenty-five percent (25%) of all costs incurred, shall be billed to the Association, and upon failure to make payment of such bill within thirty (30) days, the Township may place the full balance of such amount on the tax roll of all of the Units in the Condominium on an equal basis, to incur interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes.

(3) It is anticipated that separate Residences will be constructed within the Units depicted on the Plan. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of the Residence and all other improvements within each Unit shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit shall not be changed without the prior written specific approval of such change from the Board of Directors of the Association. The Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the the Bylaws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the municipality in which the Unit is located.

(4) The Association shall not be responsible in the first instance for performing any maintenance, repair or replacement with respect to Residences and

other improvements located within the Units. Nevertheless, in order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors and after the affirmative vote of more than two-thirds (2/3) in number and value of the Co-owners, may undertake regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to the Residences or other improvements constructed or installed within Unit boundaries as it may deem appropriate (including, without limitation, lawn mowing, snow removal, tree trimming and exterior painting). Nothing herein contained, however, shall compel the Association to undertake such responsibilities. Any such responsibilities undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(5) Each Co-owner shall maintain, repair and replace all Limited Common Elements, if any, appurtenant to the Co-owner's Unit. In connection with any amendment made by the Developer pursuant to Article IX hereof, Developer may designate additional Limited Common Elements that are to be maintained, decorated, repaired and replaced at Co-owners' expense or, in proper cases, at the Association's expense.

(6) The cost of repair of damage to a Common Element caused by a Co-owner, or family member or invitee of a Co-owner, shall be assessed against the Co-owner.

ARTICLE V

USE OF PREMISES

Each Unit shall only be used for residential purposes. All Residences, Structures and other improvements constructed in the Unit shall comply with the terms, provisions and conditions of this Master Deed and the Condominium Bylaws. No person shall use any Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of the Condominium.

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 48 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to establish the foregoing Percentages was to determine that the expenses incurred by the Association in connection with the Units should be approximately equal.

ARTICLE VII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

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

(a) Developer (on its behalf and on behalf of its successors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of the Additional Land described herein, whether or not such Additional Land is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors. These easements shall run with the land in perpetuity, and shall survive the six year period for adding the Additional Land to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the road which is used, which share shall be determined pro rata according to the total number of dwelling units using such portion of the road.

(b) Developer intends to, and by recordation of this Master Deed reserves the right and power to, dedicate all the roads in the Condominium to public use, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees, shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to make such dedication and to act in behalf of all co-owners and their mortgagees in any statutory or special assessment proceedings with respect to the dedicated roads. After certificates of occupancy are issued for Residences in 100% of the Units in the Condominium, the foregoing rights and powers may be exercised by the Association.

(c) Upon approval by and affirmative vote of not less than 51% of all Co-owners, in number and in value, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan statutes for improvement of roads within or adjacent to the Condominium. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium as a whole shall be borne equally by all Co-owners.

(d) Developer also reserves the right and power to grant easements over, or dedicate, portions of any of the Common Elements for utility, drainage, conservation, street, safety or construction purposes, and all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees shall be deemed to have appointed Developer and its successors as agent and attorney-in-fact to make such easements or dedications. After certificates of occupancy are issued for Residences in 100% of the Units in the Condominium, the foregoing right and power may be exercised by the Association.

(e) In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building, or due to survey errors or construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for as long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be permanent, non-exclusive easements to, through and over those portions of the Units and the land, Residences and improvements contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water, communications, telephone and cable television lines.

(f) There shall be easements to and in favor of the Association, and its officers, directors, agents and designees (and the Developer prior to the First Annual Meeting), in, on

and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) The wetlands areas shown on the Plan are subject to a conservation and preservation easement whereby the Association and all Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any structure on, plowing tilling, cultivating, or otherwise altering or developing the wetlands areas. The purpose of this restriction is to maintain the wetlands in their natural and undeveloped condition. The Association shall maintain all wetlands shown on the Plan in their natural and undeveloped condition, including any portion of the wetlands that are located within a Unit. The purpose of any such maintenance is to preserve the natural character of the wetlands and their continuing functioning. In the event the Association or the Co-owners, as the case may be, shall fail to preserve the wetlands in accordance with this provision or shall fail to maintain and/or repair the wetlands in their natural state, the Township shall have the power to do so and an easement for maintenance purposes as more fully set out in Article IV, Subparagraph (c)(2) of this Master Deed.

(h) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof (or any portion of the Additional Land described in Article X, hereof, which may be added to the Condominium from time to time), and also 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 or to respond to any emergency or common need of the Condominium. There shall exist for the benefit of the Co-owners, the Township, any emergency service agency, and other governmental units, an easement over all roads in the Condominium for use by the Township, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services and all other lawful governmental and private emergency services to the Condominium and all Co-Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

(i) Easements for the construction, installation and maintenance of public utilities and for drainage facilities are reserved as shown on the Plan. Within all of the foregoing

easements, unless the necessary approvals are obtained from Independence Township and any other appropriate municipal authority and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the occupant in the finished grade of any Unit once established by the builder upon completion of construction of the Residence thereon. The easement area of each Unit and all improvements in it shall be maintained (in a presentable condition continuously) by the Unit Owner, except for those improvements for which a public authority or utility company is responsible, and the Unit Co-Owner shall be liable for damage to service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Unit Co-Owner shall maintain the surface area of easements within the Co-Owner's Unit, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

(j) The architectural and building specifications and use restriction set forth in Article VI of the Bylaws govern the development and use of each Unit in the Condominium along with the provisions of this Master Deed and the Condominium Subdivision Plan. All improvements made within any Unit, including the construction of a Residence and any other Structure, and the use and occupancy thereof, shall comply fully with the architectural and building specifications and use restrictions established by Article VI of the Bylaws. The terms, provisions, restrictions and conditions of Article VI of the Bylaws are incorporated fully herein by this reference.

(k) Developer may hereafter (but shall not be required to) provide all Condominium Co-owners access to the lake located in the Additional Land. If use of the lake is made available to Co-owners, shall be in common with the owners or occupants of other residential units located on the Additional Land. Whether or not the lake is hereafter included as part of the Condominium, if the lake is made available to the Co-owners the Association shall be obligated for a portion of the expense of maintaining, repairing and replacing the lake and lake access areas, which portion shall be determined from time to time prorata according to the total number of residential units using the lake access areas and the number of Units in the Condominium. Developer reserves the right (but not the obligation) to enter into such agreements as are

necessary with the owner of the Additional Land to make the lake in the Additional Land available for use of the Co-owners and any such agreements shall be binding on all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees, who shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to enter into such agreements regarding lake use and access.

ARTICLE VIII

AMENDMENTS

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

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to

provide a mortgage on any Unit or to satisfy the title requirements of any title insurer insuring or proposing to insure title to any Unit;

(6) To convert the Convertible Areas of the Condominium and to redefine Common Elements and Units and adjust Percentages of Value in connection therewith;

(7) To expand the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith and to make any other amendment expressly permitted by this Master Deed.

(8) To contract the Condominium and to redefine Common Elements and adjust Percentages of Value in connection therewith.

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

(10) To record an "as-built" Condominium Subdivision Plan and/or consolidating master deed; and

(11) To amend the description of land included in the Condominium as set forth in Article II of this Master Deed and on the Plan in the event the roads in the Condominium are dedicated to public use to Oakland County, or any other governmental agency or to comply with the requirements of any governmental agency; provided, however, that no such amendment may alter the size of any Unit without the consent of the Co-owner and mortgagee of the affected Unit.

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

(e) Anything herein to the contrary notwithstanding, Article IV, Subparagraphs (c)(1) and (2) and Article VII, Subparagraphs (c) and (f) of this Master Deed, and Article II, Section 3(b) and Article VI, Sections 15, 24, 25 and 26 of the Bylaws shall not be amended without the written consent of Independence Township.

ARTICLE IX

CONVERTIBLE AREAS

(a) The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the unsold Units and Common Elements may be modified and within which unsold Units may be expanded, moved, deleted and created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending 6 years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the approval of Independence Township and the requirements of local ordinances and building authorities. The changes could include (by way of illustration and not limitation) the deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units in the Condominium may not exceed 125 units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the 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 thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

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

ARTICLE X

FUTURE EXPANSION OF CONDOMINIUM

The Condominium is established as an expandable condominium in accordance with the provisions of this Article:

(a) Developer (on its behalf and on behalf of its successors and no other third party) reserves the right, but not an obligation, to expand the Condominium. Except as set forth herein, no other person or entity may exercise the right to expand the Condominium.

(b) There are no restrictions or limitations on Developer's right to expand the Condominium except as stated in this Article. The consent of any Co-owner shall not be required to expand the Condominium. All of the Co-owners and Mortgagees of Units and persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such expansion of the Condominium and any amendment or amendments to this Master Deed to effectuate the expansion and to any reallocation of Percentages of Value of existing Units which Developer 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 executing such amendment or amendments to the Master Deed and all other documents necessary to effectuate the

foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Additional Land described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand the Condominium shall expire six years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the Plan as the proposed future development area, and is situated in Independence Township, Oakland County, Michigan, being more specifically described as follows:

Part of the NE 1/4 & NW 1/4 Sec. 28, and part of the NW 1/4 Sec. 27, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at the W 1/4 corner Sec. 27, T4N, R9E; Th from said point of beginning, S 89°49'22"W 1313.16 ft to the NE corner of proposed "Spring Lake Sub North"; Th S 89°44'36"W 1322.07 ft along the north line to the NW corner of proposed "Spring Lake Sub North" and center of Sec. 28, T4N, R9E; Th S 89°38'29"W 1336.44 ft to the SE corner of "Stern & Seligman Subdivision", recorded in Liber 84 of Plats, Pages 23 & 24, Oakland County Records; Th N 00°17'15"W 1327.54 ft (prev. recorded as N 00°03'30"E) along the east line of said "Stern & Seligman Subdivision"; Th N 89°45'57"E 686.27 ft (prev. recorded as S 89°48'40"E) along the south line of said "Stern & Seligman Subdivision" to the SW corner of "Woodglen Estates", recorded in Liber 160 of Plats, Pages 19 & 20, Oakland County Records; Th N 89°43'26"E 648.67 ft (prev. recorded as S 89°55'54"E) along the south line of said "Woodglen Estates" to the N & S 1/4 line Sec. 28 and the SW corner of "Woodglen Estates No. 2", recorded in Liber 178 of Plats, Pages 7 & 8, Oakland County Records; Th continuing N 89°43'26"E 778.87 ft (prev. recorded as S 89°55'54"E) along the south line of said

"Woodglen Estates No. 2" to the SW corner of proposed "North Gulick Lake Estates"; Th continuing N 89°43'26"E 300.00 ft (prev. recorded as S 89°55'54"E) along the south line of said proposed "North Gulick Lake Estates"; Th N 89°39'44"E 680.29 ft to a point on the south line of "Pine Tree Valley Subdivision", recorded in Liber 193 of Plats, Pages 19 & 20, Oakland County Records; Th continuing N 89°39'44"E 220.00 ft (prev. recorded as S 89°56'08"W) along the south line of said "Pine Tree Valley Subdivision" to the SW corner of "Clarkston Acres No. 1", recorded in Liber 64 of Plats, Page 36, Oakland County Records; Th N 89°41'26"E 662.43 ft (prev. recorded as East) along the south line to the SE corner of said "Clarkston Acres No. 1"; Th S 00°04'42"E 102.08 ft; Th S 67°00'00"E 42.27 ft; Th along a curve to the left (R = 390.00 ft, Delta = 09°19'38", LC = S 71°39'49"E 63.42 ft) an arc distance of 43.49 ft; Th S 13°40'22"W 150.00 ft; Th N 69°42'44"W 67.63 ft; Th S 00°04'42"E 401.46 ft; Th S 00°04'42"E 666.88 ft to the point of beginning. Containing 121.207 acres of land.

(e) The Additional Land may be added to the Condominium in its entirety or in parcels, in one amendment to this Master Deed or in separate amendments, at the same time or at different times, all in Developer's discretion. There are no restrictions upon the order in which portions of the Additional Land may be added to the Condominium.

(f) There are no restrictions upon the locations of any improvements that may be made on any portions of the Additional Land, and Developer reserves the right to locate such improvements in Developer's sole discretion subject only to such applicable laws and ordinances which may affect the Condominium.

(g) The number of Units which Developer reserves the right to construct, all or in part, upon the Additional Land is 77, for a maximum of 125 Units which may be included in the Condominium including the Units now shown on the Plan. Local building ordinances and regulations may permit a smaller number of Units to be created upon the Additional Land. This Master Deed imposes no restrictions upon the number of Units to be created on individual portions of the Additional Land, provided that the maximum number of Units stated herein for the whole shall not be exceeded.

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Additional Land except that such Units must comply with state law, local ordinances and the requirements of building authorities.

(k) Developer may create Limited Common Elements upon the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

ARTICLE XI

CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to dedicate to public use the roads and road right of ways shown on the Condominium Plan. Developer

therefore reserves the right to withdraw from the Condominium that portion of the land described in Article II that consists of the Condominium roads and road right of way(s) as the same are shown on the Condominium Plan. At the option of the Developer, within a period ending no later than 6 years from the date of recording this Master Deed, the land included in the Condominium may be contracted to withdraw from the Condominium roads and road right of ways dedicated to public use.

(b) In connection with such contraction, Developer unconditionally reserves the right to withdraw from the Condominium that portion of the land described in Article II that is dedicated to public use as a road and/or road right of way. The withdrawal of such land pursuant to this Article XI shall be effected by an amendment of the Master Deed as provided in paragraph (d) below and by a single conveyance of all roads and road rights of way in the Condominium to the board of Oakland County road commissioners (or other appropriate governmental unit with appropriate jurisdiction).

(c) Apart from satisfying any governmental conditions to dedication of the road and road right of ways, there are no restrictions on Developer's right to contract the Condominium as provided in this Article XI.

(d) The consent of any Co-owner shall not be required to contract the Condominium or to dedicate the roads and road right of ways to public use. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such contraction of the Condominium and any amendment or amendments to this Master Deed to effectuate the contraction. All such interested persons irrevocably appoint the 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 thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to dedicate the roads and road right of ways in the Condominium to public use or to thereafter contract the Condominium as herein provided. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

ARTICLE XII

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.

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

WITNESS:

SIGNED BY:

HOLTZMAN & SILVERMAN CONSTRUCTION
CO., a Michigan corporation

/s/ Anna Marie Kish
*

By: /s/ Gilbert Silverman

/s/ Patricia A. Wright
*

Its: President

*Print or type name of person signing.

STATE OF MICHIGAN)
) ss.
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 22nd day of December, 1992, by Gilbert Silverman, who is the President of Holtzman & Silverman Construction Co., a Michigan corporation, on behalf of the corporation.

/s/ Teresa L. Wenson
*
Notary Public, Wayne County
State of Michigan
My Commission Expires: 10/08/94

DRAFTED BY AND
WHEN RECORDED RETURN TO:

Kevin M. Kohls, Esq.
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226-3501
(313) 256-7811
A3903h

ATTENTION: LUMBER NUMBER IN CIRCLES
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST
BE ASSIGNED IN CONSECUTIVE SEQUENCE WITH A
SUBDIVISION PLAN NUMBER. THE LUMBER NUMBER
MUST BE PROPERLY SHOWN IN THE TITLE ON THIS
SHEET AND IN THE SURVEYOR'S CERTIFICATE ON
SHEET 2. THE LUMBER NUMBER

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 803
EXHIBIT B TO THE MASTER DEED OF
LAKE WALDON PINES
INDEPENDENCE TWP., OAKLAND CO., MICHIGAN

ENGINEER & SURVEYOR
KIEFT ENGINEERING INC
5452 54 MAIN ST
CLARKSTON, MI 48346

PROPERTY DESCRIPTION

PART OF THE NW 1/4 SEC. 27, T4N, R5E, INDEPENDENCE TOWNSHIP,
OAKLAND COUNTY, MICHIGAN, DESCRIBED AS BEGINNING AT A POINT ON
THE NORTH LINE OF SEC. 27, LOCATED N 89°28'59"E 500.00 FT. (PREV.
RECORDED AS N 89°47'05"E 189.70 FT. FROM THE CORNER OF SECTION
27, T4N, R5E, SEC. 27, T4N, R5E, SEC. 27, T4N, R5E, SEC. 27, T4N, R5E,
AS N 89°47'05"E ALONG THE NORTH LINE SEC. 27, T4N, R5E, SEC. 27, T4N,
1989.41 FT. (PREV. RECORDED AS S 01°18'35"E 1986.66 FT. (TH
S 89°52'23"W 786.38 FT. (PREV. RECORDED AS N 89°48'55"W 783.79 FT.)
TO POINT "A" (TH N 00°04'42"E 189.70 FT. (PREV. RECORDED AS
18° 390.00 FT. (DELTA 0919 38", LC-M 71°39'49"W 63.42 FT.) AN
ARC DISTANCE OF 43.49 FT. AND N 67°00'00"W 42.27 FT. AND N 00°04'42"
102.08 FT. TO THE SE CORNER OF CLARKSTON ACRES MOBILE HOME
N 00°06'44"W 946.11 FT. ALONG THE EAST LINE CLARKSTON ACRES
NO. 1 TO POINT "B" (PREV. RECORDED AS LOCATED
N 00°15'00"E 1606.00 FT. FROM POINT "A", TH N 89°28'59"E 500.00 FT.
(PREV. RECORDED AS N 89°47'05"E 189.70 FT. (PREV. RECORDED AS
(PREV. RECORDED AS LOCATED TO POINT OF BEGINNING
CONTAINING 29.864 ACRES, SUBJECT TO THE RIGHTS OF THE PUBLIC
IN THE NLY. 33.00 FT. FOR WALDON ROAD, ALSO SUBJECT TO EASEMENTS
OF RECORD, IF ANY.

DEVELOPER

MUR 172MAN & SE 172ERMAN
CLARKSTON, MI 48346
30833 NORTHWESTERN HWY
FARMINGTON HILLS, MI 48334-2551

SHEET INDEX

1. TITLE & DESCRIPTION
2. SURVEY MAP
3. UNIT PLAN & SITE PLAN UNIT 19, 31-46
4. UNIT PLAN & SITE PLAN UNIT 10-30, 47 & 48
5. UTILITY PLAN UNIT 19, 31-46
6. UTILITY PLAN UNIT 10-30, 47 & 48.

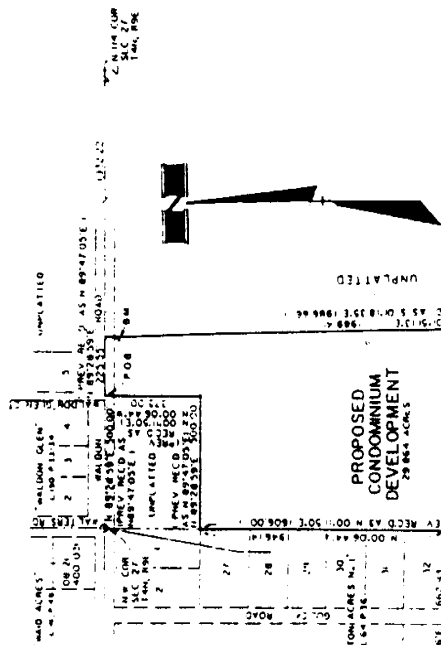


10/16/87 Kieft

PREPARED BY: KIEFT

[illegible]

Delton E. Loeff
DELTON E. LOEFF
REGISTERED LAND SURVEYOR
REGISTRATION NO. 13784
KEFF ENGINEERING INC.
5032 S. MAIN STREET
CLARKSTON, MICHIGAN 48346



WOODGLEN ESTATES
10 L 60 P 18-20

DEVELOPMENT AREA

UNPLAITED

NOTE: THE CONQUERORS OWES NO LIE WITHIN AN ESTABLISHED 5,000 PLAIN

1. IN THE NEARLY 1755 D.A. 124
ON THE N.E. SIDE
OF THE POLE, LOCATED
50' SOUTH OF THE
PROPERTY CORNER

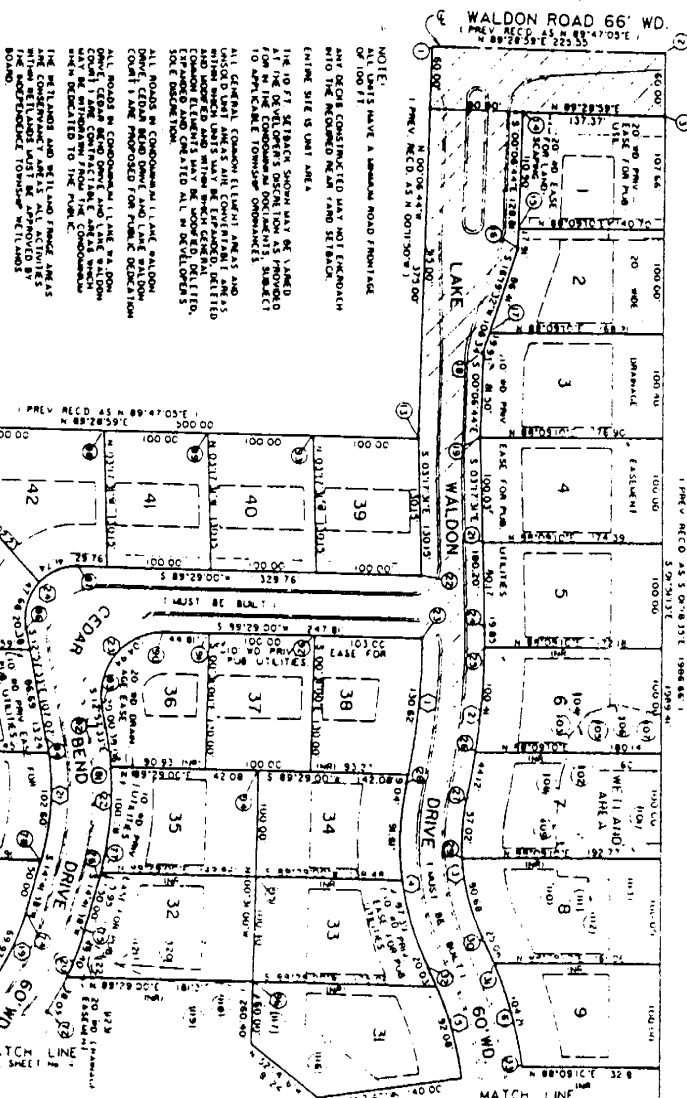
SURVEY PLAN
LAKE WALDON PINES



FORM NO. 2-3-92

$$G = \{G_1\} \cup \{G_2\}$$

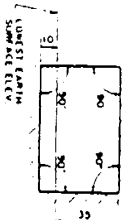
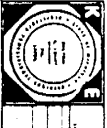
Year	Unit Price per 50 ft	Unit Price per 100 ft
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1902	1.32	2.64
1903	1.32	2.64
1904	1.32	2.64
1905	1.32	2.64
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2008	1.32	2.64
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CURVE DATA

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6	900.00	908.88	38314.08	5.0073-34.74	359.32
7	300.00	50.93	36702.72	5.0702-34.74	28.45
8	240.00	59.57	4622.88	5.23702-48.82	87.16
9	240.00	15.88	2715.11	5.0073-34.74	14.11
10	300.00	144.78	12733.11	5.0073-34.74	44.19
11	300.00	104.94	10071.32	5.17708-43.74	89.07
12	30.00	89.40	10276.72	5.18751-43.74	77.96

COLUMBIAN									
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52	3829 94	1734 44	55	4245 47	1737 37				
53	3829 94	1734 44	56	4245 47	1737 37				
54	3829 94	1734 44	57	4245 47	1737 37				
55	3829 94	1734 44	58	4245 47	1737 37				
56	3829 94	1734 44	59	4245 47	1737 37				
57	3829 94	1734 44	60	4245 47	1737 37				
58	3829 94	1734 44	61	4245 47	1737 37				
59	3829 94	1734 44	62	4245 47	1737 37				
60	3829 94	1734 44	63	4245 47	1737 37				
61	3829 94	1734 44	64	4245 47	1737 37				
62	3829 94	1734 44	65	4245 47	1737 37				
63	3829 94	1734 44	66	4245 47	1737 37				
64	3829 94	1734 44	67	4245 47	1737 37				
65	3829 94	1734 44	68	4245 47	1737 37				
66	3829 94	1734 44	69	4245 47	1737 37				
67	3829 94	1734 44	70	4245 47	1737 37				
68	3829 94	1734 44	71	4245 47	1737 37				
69	3829 94	1734 44	72	4245 47	1737 37				
70	3829 94	1734 44	73	4245 47	1737 37				
71	3829 94	1734 44	74	4245 47	1737 37				
72	3829 94	1734 44	75	4245 47	1737 37				
73	3829 94	1734 44	76	4245 47	1737 37				
74	3829 94	1734 44	77	4245 47	1737 37				
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76	3829 94	1734 44	79	4245 47	1737 37				
77	3829 94	1734 44	80	4245 47	1737 37				
78	3829 94	1734 44	81	4245 47	1737 37				
79	3829 94	1734 44	82	4245 47	1737 37				
80	3829 94	1734 44	83	4245 47	1737 37				
81	3829 94	1734 44	84	4245 47	1737 37				
82	3829 94	1734 44	85	4245 47	1737 37				
83	3829 94	1734 44	86	4245 47	1737 37				
84	3829 94	1734 44	87	4245 47	1737 37				
85	3829 94	1734 44	88	4245 47	1737 37				
86	3829 94	1734 44	89	4245 47	1737 37				
87	3829 94	1734 44	90	4245 47	1737 37				
88	3829 94	1734 44	91	4245 47	1737 37				
89	3829 94	1734 44	92	4245 47	1737 37				
90	3829 94	1734 44	93	4245 47	1737 37				
91	3829 94	1734 44	94	4245 47	1737 37				
92	3829 94	1734 44	95	4245 47	1737 37				
93	3829 94	1734 44	96	4245 47	1737 37				
94	3829 94	1734 44	97	4245 47	1737 37				
95	3829 94	1734 44	98	4245 47	1737 37				
96	3829 94	1734 44	99	4245 47	1737 37				
97	3829 94	1734 44	100	4245 47	1737 37				

UNIT PLAN & SITE PLAN
LAKE WALDON PINES

PROPOSED 22.5' 0"

0 25 50 100 150

SCALE - 1" = 30'

44-28



- SAFETY SELEN
- STORM SELEN
- WATER
- CAT CHASER
- HYDRA
- CAT VALVE
- LEADING BASIN
- PLANNED END SEC
- MONUMENT
- TRAILER CHASE

PROPOSED 12.3.92

0 25 50 100 150



NIFFY ENGINEERING, INC.

NOTED	AS NOTED	5
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**LAKE WALDON PINES
(NOW KNOWN AS LAKE WALDON VILLAGE)**

**FIRST AMENDMENT OF MASTER DEED
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 803**

This First Amendment of Master Deed is made and executed this 28th day of January, 1993, by Holtzman & Silverman Construction Co., a Michigan corporation (the "Developer"), whose address is 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334-2551.

WITNESSETH:

WHEREAS, Developer made and recorded a condominium Master Deed establishing Lake Waldon Pines (the "Condominium") as Oakland County Condominium Subdivision Plan No. 803 situated in the Township of Independence, which Master Deed was recorded on December 28, 1992 in Liber 13213, Pages 812 through 876, Oakland County Records, with respect to the property legally described on Exhibit A to this First Amendment; and

WHEREAS, Developer declared in the original Master Deed the right to amend the Master Deed and by this First Amendment Developer intends to amend the Master Deed to change the name of the Condominium to "LAKE WALDON VILLAGE."

THEREFORE, Developer hereby amends the Condominium in the following manner:

1. All references in the original Master Deed and the Exhibits thereto to the name of the Condominium as Lake Waldon Pines, and any other references to Lake Waldon Pines in the original Master Deed and the Exhibits thereto are replaced with LAKE WALDON VILLAGE. The Condominium shall, for all purposes, be known and referred to as LAKE WALDON VILLAGE.

2. The Condominium is subject to the easements, restrictions and agreements described in Article VII of the original Master Deed. Paragraph (k) of Article VII of the Master Deed is amended and restated as follows:

(k) Developer may hereafter (but shall not be required to) provide all Condominium Co-owners access to the lake, lake access areas and other common areas located on the Additional Land. If the lake, lake access areas and other common areas located on the Additional Land are made available to the Co-owners, such use shall be in common with the owners or occupants of the residential units located on the Additional Land, and the residents of the Additional Land shall be allowed reciprocal use of the General Common Elements of the Condominium. Whether or not the lake, lake access areas and other common areas located on the Additional Land are hereafter included as part of the Condominium, if the lake, lake access areas and other common areas are made available to the Co-owners, the Association shall be obligated for a portion of the expense of maintaining, repairing and replacing the lake, lake access areas and other common areas located on the Additional Land, which

Kevin M. Kohls, Esq
Honigman Miller Schwartz and Cohn
2290 First National Building
Detroit, Michigan 48226
A5496h

**EXHIBIT A TO
FIRST AMENDMENT OF CONDOMINIUM MASTER DEED**

A parcel of land in Independence Township, Oakland County, Michigan described as follows:

Part of the NW 1/4 Sec. 27, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at a point on the North line of Sec. 27, located N 89°28'59"E 500.00 ft. (prev. recorded as N 89°47'05"E) from the NW corner Sec. 27, th from said point of beginning, N 89°28'59"E 225.55 ft. (prev. recorded as N 89°47'05"E) along the North line Sec. 27, th S 01°51'13"E 1989.41 ft (prev. recorded as S 01°18'35"E 1986.66 ft), th S 89°52'53"W 786.38 ft (prev. recorded as N 89°48'55"W 783.79 ft) to point "A", th N 00°04'42"W 401.46 ft and S 69°42'44"E 67.63 ft and N 13°40'22"E 150.00 ft and along a curve to the right (R = 390.00 ft, Delta = 09°19'38", LC = N 71°39'49"W 63.42 ft) an arc distance of 43.49 ft and N 67°00'00"W 42.27 ft and N 00°04'42"W 102.08 ft to the SE corner of "Clarkston Acres No. 1", recorded in Liber 64 of Plats, Page 36, Oakland County Records and N 00°06'44"W 946.14 ft along the East line "Clarkston Acres No. 1" to point "B" (point "B" prev. recorded as located N 00°11'50"E 1606.00 ft from point "A"), th N 89°28'59"E 500.00 ft (prev. recorded as N 89°47'05"E), th N 00°06'44"W 375.00 ft (prev. recorded as N 00°11'50"E) to point of beginning. Containing 29.864 acres. Subject to the rights of the public in the N'ly 33.00 ft for Waldon Road.

A5504h

LAKE WALDON PINES

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF OWNERS

Lake Waldon Pines, a residential condominium located in the Township of Independence, Oakland County, Michigan, shall be administered by an Association of Owners which shall be a nonprofit corporation, herein referred to as the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Act and the Bylaws provided for under the Michigan Nonprofit Corporation Act. Each Owner shall be entitled to membership and no other person or entity shall be entitled to membership. The share of an Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Owner's Site. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium available at reasonable hours to Owners, prospective purchasers and prospective mortgagees of Sites in the Condominium. The Association, all Owners in the Condominium and all persons using or entering upon or acquiring any interest in any Site therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents. All terms used herein shall have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Act.

ARTICLE II

ASSESSMENTS

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

Section 1. Taxes Assessed on Personal Property Owned or Possessed in Common. The Association shall be assessed as the person or entity in possession of any tangible personal property

of the Condominium owned or possessed in common by the Owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2. Receipts and Expenditures Affecting Administration. Expenditures affecting administration of the Condominium shall include all costs incurred in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Condominium. Receipts affecting administration of the Condominium shall include all sums received by the Association as proceeds of, or pursuant to, a policy of insurance securing the interests of the Owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium.

Section 3. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) The Annual Budget and Regular Annual Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium, including a reasonable allowance for contingencies and reserves. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each 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 Owner shall not affect or in any way diminish the liability of any Owner for any existing or future assessments. 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 annual payments as set forth in Section 5 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget (excluding that portion of the budget allocated to the reserve fund itself) on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate, the Association should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. The Board of Directors shall annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The regular annual Association assessments provided in this Article II, Section 3(a) shall be levied in the sole discretion of the Board of Directors.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Owners as hereinafter provided to meet other appropriate requirements of the Association. Special assessments referred to in this subparagraph (b) shall be levied only with the prior approval of more than 60% of all Owners in number and in value. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph 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 of the members thereof. Notwithstanding the foregoing, a special assessment for road improvements may be levied with the prior approval of 51% of all Owners in number and in value. All road improvement special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 4. Apportionment of Assessments. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Owners to cover expenses of management, administration and operation of the Condominium shall be apportioned among and paid by the Owners in accordance with the Percentage of Value assigned to each Site in Article VI of the Master Deed.

Section 5. Payment of Assessments and Penalty for Default. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable annually by Owners, commencing with acceptance of a deed to or a land contract vendee's interest in a Site, or with the acquisition of fee simple title to a Site by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each assessment in default for ten (10) or more days shall bear interest from the initial due date thereof at the rate of 7% per annum until each assessment is paid in full. The Board of Directors may also adopt uniform late charges pursuant to Section 10 of Article VI of these Bylaws. Each Owner (whether 1 or more persons) shall be, and remain, personally liable for the payment of all assessments (including interest, late charges and costs of collection and enforcement of payment) levied against the Site which may be levied while such Owner is the owner thereof, except a land contract purchaser from any Owner including the Developer shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which, if applicable, such land contract seller actually takes possession of the Site following extinguishment of all rights of the land contract purchaser in the Site. Payments on account of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest and other charges for late payment on such assessments; and third, to installments in

default in order of their due dates. An Owner selling a Site shall not be entitled to any refund whatsoever from the Association with respect to any reserve, account or other asset of the Association.

Section 6. Effect of Waiver of Use or Abandonment of Site.
An Owner's waiver of the use or enjoyment of any of the Common Elements or abandonment of the Owner's Site shall not exempt the Owner from liability for the Owner's contribution toward the expenses of administration.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. The Association may also discontinue the furnishing of any utilities or other services to an Owner in default upon seven (7) days' written notice to such Owner of its intention to do so. An Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to and empowered to take possession of the Site (if the Site is not occupied by the Owner) and to lease the Site and collect and apply the rental therefrom. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the statutory lien that secures payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may 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 Owner and every other person who from time to time has any interest in the Condominium shall be deemed to have authorized and empowered the Association to sell or cause to be sold the Site with respect to which the assessment(s) is or are delinquent to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. The Association, acting on behalf of all Owners, may bid at the foreclosure sale, and acquire, hold, lease, mortgage, or convey the Site sold.

(c) Notice of Action. The Association may not commence proceedings to foreclose a lien for unpaid assessments without recording and serving a notice of lien in the following manner:

(i) The notice of lien shall set forth the legal description of the Condominium Site or Sites to which the lien attaches, the name of the Owner of record thereof, the amount due the Association as of the date of the notice, exclusive of interest, costs, attorneys fees and future assessments.

(ii) The notice of lien shall be in recordable form, executed by an authorized representative of the Association, and may contain such other information as the Association deems appropriate.

(iii) The notice of lien shall be recorded in the office of the register of deeds in the county in which the Condominium is situated and shall be served upon the delinquent Owner by first class mail, postage prepaid, addressed to the last known address of the Owner at least ten (10) days in advance of the commencement of the foreclosure proceedings.

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

Section 8. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, if the mortgagee of a first mortgage of record or other purchaser of a Condominium Site obtains title to the Condominium Site as a result of foreclosure of the first mortgage, such person, its successors and assigns, is not liable for the assessments by the Association chargeable to the Site which became due prior to the acquisition of title to the Site by such person and the expiration of the period of redemption from such foreclosure. The unpaid assessments are deemed to be common expenses collectible from all of the Condominium Site Owners including such persons, its successors and assigns.

Section 9. Developer's Responsibility for Assessments. Notwithstanding any other provisions of the Condominium Documents to the contrary, the Developer shall not pay regular annual Association assessments for Sites which are owned by the Developer so long as the Sites are vacant and unoccupied, but the Developer shall at all times pay all expenses of maintaining the Sites that it owns, including the improvements located therein. Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Site from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 10. Unpaid Assessments Due on Site Sale; Statement of Unpaid Assessments. Upon the sale or conveyance of a Condominium Site, all unpaid assessments against the Condominium Site shall be

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

Section 11. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

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

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

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

ARTICLE IV

INSURANCE

Section 1. Extent of Coverage. The Association shall, to the extent appropriate given the nature of the Common Elements of the Condominium, carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Common Elements and such other

insurance as the Board of Directors deems advisable. All such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the 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 Owners.

(b) Insurance of the Common Elements. All Common Elements of the Condominium shall be insured against fire and other perils covered by a standard extended coverage endorsement, if appropriate, in an amount equal to the appropriate percentage of maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association.

(c) Premium Expenses. All premiums on 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 account and distributed to the Association and the 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 and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium unless all of the institutional holders of first mortgages on Sites in the Condominium have given their prior written approval.

Section 2. Authority of Association to Settle Insurance Claims. Each Owner, by ownership of a Site in the Condominium, shall be deemed to appoint the Association as the Owner's 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 Common Elements, with such insurer as may, from time to time, be designated to provide such insurance for the Condominium. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the 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 Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Owners. Each Owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the Site owned together with the Residence and all other improvements therein, for the Owner's personal property located therein or thereon or elsewhere on the Condominium. All such insurance shall be carried by each Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Owner also shall be obligated to obtain insurance coverage for personal liability for occurrences within the Site owned the and improvements located therein. Each Owner's liability insurance policy shall name the Association as an additional named insured, and all Owners and their mortgagees as a group. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner hereunder. In the event of the failure of an Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums therefor shall constitute a lien against the Owner's Site which may be collected from the Owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Owner shall be obligated to obtain any other personal insurance coverage that the Owner wishes to carry. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium is damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) Common Elements. If the damaged property is a Common Element, the damaged property shall be rebuilt or repaired unless by a determination to the contrary is made by all Owners and first mortgagees of Sites in the Condominium.

(b) Site or Improvements Therein. If the damaged property is a Site or any improvements therein, the Owner of such Site alone shall determine whether to rebuild or repair the damaged property, subject to the direction and determination of any mortgagee of such Site and the rights of any other person or entity having an interest in such property, and the Owner shall be solely responsible for such any reconstruction or repair that the Owner elects to make. The Owner shall in any event remove all debris and restore the Owner's Site and the improvements therein to a clean and slightly condition satisfactory to the Association as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Site unless the Owners unanimously decide otherwise.

Section 3. Association Responsibility for Repair and Reconstruction. Immediately after a casualty causing damage to property for which the Association has the responsibility of repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to place 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 cost 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, assessments shall be made against all Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation. Assessments pursuant to this Article V, Section 3 may be made by the Association without a vote of the Owners.

Section 4. Timely Reconstruction and Repair. Subject to Section 1(a) of this Article V, if damage to the Common Elements adversely affects the appearance of the Condominium, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

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

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

(c) In the event any Site 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 Sites in the Condominium.

Section 6. Notices to Certain Mortgagees. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), or in the event any mortgage is held by or insured by the United States Department of Housing and Urban Development ("HUD"), the Association shall give FHLMC and HUD written notice at such address as it may from time to time direct of any loss to or taking of the Common Elements of the Condominium, or any loss to or taking of any Site, or part thereof, if the loss or taking exceeds \$10,000 in amount.

Section 7. Priority of Mortgagees in Proceeds. Nothing contained in the Condominium Documents shall be construed to give an Owner or any other party priority over any rights of first mortgagees of Condominium Sites pursuant to their mortgages in the case of a distribution to Condominium Site owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Sites and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Uses Permitted. No Site shall be used for other than residential purposes and construction of Residences or other Structures therein in conformance with the Master Deed and these Bylaws. No Owner shall carry on any commercial activities anywhere on the premises of the Condominium. Notwithstanding the foregoing, Developer may conduct any of the activities expressly described in the Master Deed or its exhibits.

Section 2. Architectural Control.

(a) Purpose of Architectural Control. The Developer intends and desires that all Structures within the Condominium be architecturally harmonious and architecturally pleasing and that the design and location of such Structures take into account the preservation of trees and the natural environment of the Condominium. In order to insure that such goals are accomplished, the Developer shall, in its sole discretion, have the right to approve or disapprove the appearance, construction, materials, proposed location, design, specifications and any other attribute of any Structure.

(b) Prior Approval of Proposed Structures. Except as otherwise expressly provided herein, the Developer shall have exclusive jurisdiction over the rights of approval and enforcement set forth in the Condominium Documents. A Site Owner may only construct, install or place on a Site those Structures that have been approved in writing by the Developer in the manner set forth herein. Developer may construct or authorize any improvements on a Site that Developer in its sole discretion elects to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations in the Condominium Documents. Before constructing any Residence or making any exterior improvement, change, or elevation change upon any Site, an Owner shall receive the written approval of the Developer. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Developer is received. The Developer shall approve in advance the licensed residential builder engaged by the Owner to construct a Residence and any other improvements in the Owner's Site. The Developer may require that such builder or Owner furnish to the Association adequate security, in the Developer's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the Residence and other improvements. No Structure may be erected, installed, or placed upon or in any Site unless the Owner of such Site has submitted the following documentation to the Developer, and the Developer has approved all of such documentation in writing:

(i) Survey. A topographic survey of the Site prepared and certified by a licensed engineer or architect showing existing and proposed grades, the location of all trees in excess of 3 inches in diameter, and the proposed location of each Structure located or to be located upon the Site.

(ii) Architectural Plans. Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensioned floor plans, typical sections and all elevations for the Structure to be constructed upon or in the Site.

(iii) Specifications. Specifications for each Structure prepared and certified by a licensed architect or engineer setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual samples of all exterior materials.

(iv) Construction Schedule. A construction schedule specifying the commencement and completion dates of construction of the Structures, as well as such other dates as the Developer may specify for completion of stages of the Structures.

A Site Owner shall submit two copies of the aforescribed documents to the Developer, and the Developer shall retain one copy of each document for its records. The Developer shall have thirty (30) days after the receipt of all required plans and specifications to issue a written approval or denial. If the Developer fails to issue a written approval or denial of the plans and specifications within the thirty (30) day period, then written approval will not be required and the plans and specifications submitted shall be deemed to comply with this Section.

(c) Assignment of Developer's Approval Rights. Developer's rights under this Article VI, Section 2 may, in Developer's sole discretion, be assigned to the Association or other successor to Developer. There shall be no surrender of this right prior to the issuance of certificates of occupancy of Residences in 100% of the Sites in the Condominium, except in a written instrument in recordable form executed by Developer and specifically assigning to the Association or other successor(s) to Developer the rights of approval and enforcement set forth in this Section 2 of Article VI. From and after the date of such assignment or later expiration of Developer's exclusive powers, the Board of Directors of the Association shall exercise all such powers, and Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein.

Section 3. Building Restrictions. Except as otherwise permitted herein, no Structure may be constructed, installed, or placed on a Site except for one detached Residence which shall not exceed the Zoning Ordinance height limitation of the municipality in which the Structure is located and which Residence shall include an attached two-car garage and appropriate driveway and parking areas, subject further to the following restrictions:

(a) Minimum Residence Size All Residences built in the Condominium shall contain the minimum square footage required at the time of construction by the municipality in which the Site is located. In addition to the foregoing, each Residence shall contain, at a minimum, the following "livable floor areas":

(i) A one story Residence shall have a minimum livable floor area of 1200 square feet.

(ii) A one and one-half story Residence shall have a minimum livable floor area of 600 square feet on the first floor and a total livable floor area of 1200 square feet.

(iii) A two story Residence shall have a minimum livable floor area of 600 square feet on the first floor and a total livable floor area of 1200 square feet.

As used herein, "livable floor area" shall be calculated by measuring from internal wall to internal wall, and shall exclude garages, patios, decks, open porches, terraces, basements, storage

sheds and like areas even if attached to the Residence. Livable floor area shall include, however, enclosed porches if the roof of the porch forms an integral part of the Residence. Developer reserves the right, in its sole discretion, to increase the minimum livable floor area for all unbuilt Residences in the Condominium.

(b) Site Boundary Lines. In no event shall a Structure be placed, erected, installed or located on any Site nearer to the front, side or rear Site boundary line than is permitted at the time the Structure is installed by the ordinances of the municipality in which the Site is located. Developer, in its sole discretion, may allow variances from the minimum ten foot side yard setback shown on the Condominium Plan so long as the side yard meets the ordinance requirements of the municipality in which the Site is located.

(c) Completion of Construction and Landscaping. The exterior of all Residences and other Structures must be completed as soon as practical after construction commences, except where such completion is impossible or would result in great hardship to the owner or builder due to strikes, fires, national emergency or natural calamities. All Sites shall be sodded and appropriately landscaped within 90 days of occupancy. If, however, occupancy of the Residence occurs after October 1st, then the Site shall be sodded and appropriately landscaped by June 1st of the following year.

(d) Width of Residence. The minimum width of a Residence, including attached garage, shall be 41 feet; provided, however, if the grade, soil or other physical conditions pertaining to the Site render such width impractical or undesirable in the Developer's sole judgment, the Developer may (but shall not be obligated to) permit the construction of a Residence having a width of less than 41 feet.

(e) Garages. All garages shall be attached to the Residence. Developer shall have the sole and conclusive authority to determine whether a proposed garage design is attached to the Residence.

(f) Roofs. All roofs on Residences shall have a minimum pitch of 5/12.

(g) Driveway. All driveways shall be paved with concrete and shall be completed prior to occupancy, if weather permits.

(h) Air Conditioners and Similar Equipment. No external air conditioning unit shall be placed in or attached to a window or wall in the front of any Residence. No external air conditioning unit shall be placed in or attached to any window or wall of any Residence without the prior written approval of the

Board of Directors. No compressor or other component of a central air conditioning system (or similar system, such as a heat pump) shall be so located upon any Site so as to be visible from the street on which such Site fronts, and, to the extent reasonably possible, all such external equipment shall be located on the Site so as to minimize the negative impact thereof on any adjoining Site, in the terms of noise and appearance. In general, such equipment shall be located only in the rear yard (not in any side yard area), within five (5') feet of the rear wall of the Residence.

(i) Tree Protection and Preservation. Trees measuring six inches or more in diameter at 42" above ground level may not be removed without the written approval of the Developer. Prior to commencement of construction, each Site Owner shall submit to the Developer a plan for the preservation of trees in connection with the construction process. The Site Owner shall not commence construction unless such plan is approved by the Developer. It shall be the responsibility of each Site Owner to maintain and preserve all large trees within the Site, which responsibility includes welling trees, if necessary.

(j) Public Utilities. All public utilities such as water main, sanitary sewers, storm sewers, gas mains, electric and telephone local distribution lines, cable television lines, and all connections to same, either private or otherwise, shall be installed underground. However, above-ground transformers, pedestals and other above-ground electric and telephone utility installations and distribution systems and surface and off-site drainage channels and facilities, as well as street lighting stanchions, shall be permitted.

(k) Public Utility and Drainage Easement Areas. Easements for the construction, installation and maintenance of public utilities, and for drainage facilities, are reserved as shown on the Plan. Within all of the foregoing easements, unless the necessary approvals are obtained from the appropriate municipal authority and except for the paving necessary for each Residence's driveway, no Structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of such service facilities and utilities, including underground electrical and telephone local distribution systems, or which may change, obstruct or retard the flow or direction of water in and through drainage in the easements, nor shall any change, which may obstruct or retard the flow of surface water or be detrimental to the property of others, be made by the Owner in the finished grade of any Site once established by the builder upon completion of construction of the Residence thereon. The easement area of each Site and all improvements in it shall be maintained (in a presentable condition continuously) by the Site Owner, except for those improvements for which a public authority or utility company is responsible, and the Site Owner shall be liable for damage to

service facilities and utilities thereon, including damage to electric, gas, and telephone distribution lines and facilities therein. Except as may be otherwise provided herein, each Site Owner shall maintain the surface area of easements within the Owner's Site, to keep weeds out, to keep the area free of trash and debris, and to take such action as may be necessary to eliminate or minimize surface erosion.

Section 4. Activities. No noxious or offensive activity shall be performed upon any Site, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the other Sites or Site owners. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Sites in the Condominium. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device, or thing is in violation of the foregoing restrictions. No Owner shall do or permit anything to be done or keep or permit to be kept in the Owner's Site, Residence 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 Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved, which increased cost may be assessed to and collected from the Owner in the manner provided in Article II hereof.

Section 5. Animals or Pets. No animals or fowl (except household pets) shall be kept or maintained on any Site. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property.

Section 6. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Site and shall not be allowed to accumulate therein. Trash receptacles shall at all times be maintained inside each individual garage and shall not be permitted to remain elsewhere except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. It shall be the responsibility of each Site Owner to prevent the development of

any unclean, unsightly or unkempt conditions of buildings or ground on the Owner's Site which shall tend to substantially decrease the beauty of the Condominium as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Site without the prior written permission of the Board of Directors. No unsightly condition shall be maintained upon any court yard, deck, patio or porch and only furniture and equipment consistent with ordinary court yard, deck, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use and no furniture or equipment of any kind shall be stored on decks, patios or porches during seasons when the same are not reasonably in use. The yard area within each Site and surrounding each Residence shall not be used in any way for the drying, shaking, or airing of clothing or other fabrics. In general, no activity shall be carried on nor condition maintained by a Owner, either in a Site or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 7. Vehicles, Motorcycles and Snowmobiles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks and so-called "Blazer"-type vehicles shall be parked or maintained on any Site unless in a suitable private attached garage. Motorcycles are allowed on the roads in the Condominium, but motorcycles and all other motorized off-road vehicles are prohibited in all other General Common Element areas. Snowmobiles are prohibited in all General Common Element areas in the Condominium.

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

Section 9. Signs, Advertising and Mailboxes. No commercial signs, including "for rent", "for sale" and other similar signs, shall be erected or maintained on any Site except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors reserves the right to restrict size, color and content of such signs. All mailboxes, delivery receptacles and the like shall be of a standard color, size and style determined by the Board of Directors and shall be erected only in areas designated by the Board of Directors.

Section 10. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Owners and the Association with respect to the Condominium

or the manner of operation of the Association and of the Condominium may be made and amended from time to time by 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 Owners or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Owners.

Section 11. Landscaping; Organic Fertilizer. No Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master Deed or the regulations of the Association. Owners shall only use organic fertilizers in landscaping and maintaining Sites. Non-organic fertilizers may not be used anywhere in the Condominium.

Section 12. Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial, saucer, dish or similar device shall be placed, constructed, altered or maintained on any Site, unless the Board of Directors determines in its sole discretion that the absence of an outside antenna causes substantial hardship with respect to a particular Site.

Section 13. Dog Kennels and Similar Shelters. Dog kennels or runs or other enclosed shelters for permitted animals shall not exceed 150 square feet in size, shall be an integral part of the approved Residence, shall be located in the rear of the Residence only and shall extend no more than 12 feet beyond the rear of the Residence. The location and design of fencing for dog kennels, runs and similar shelters shall be approved by the Board of Directors and, if necessary, the municipality in which the Residence is located. Any such fence shall be made of wood with a height not to exceed four feet. If the fence is visible from the street it shall be screened with suitable landscaping, the suitability of which shall be determined by the Board of Directors. Each Site Owner must keep any such kennel, shelter or run in clean and sanitary condition.

Section 14. Outbuildings and Other Structures. No Structure of a temporary character shall be placed upon any Site at any time. No temporary occupancy shall be permitted in an unfinished Residence. The use of a trailer for materials and supplies to be used by a building in the construction of a Residence and which shall be removed from the premises upon enclosure of the Residence, may be allowed with the written consent of the Board of Directors which shall have the sole discretion to approve or disapprove same. No old or used buildings of any kind shall be brought on any Site or in the Condominium. No accessory buildings shall be permitted on any Site. No mobile home, trailer, house or camping trailer, tent, shack, tool storage shed, barn, tree house, or other similar outbuilding or Structure shall be placed on any

Site at any time, either temporarily or permanently. Plans for a swimming or bath house must be specifically approved by the Developer as provided in Section 2 of this Article VI.

Section 15. Decks. Decks built on any Site shall not encroach into the rear yard setback area applicable to the Site, as such setback area is established by Independence Township. All proposed decks shall be approved by the Developer as provided in Section 2 of this Article VI to ensure, among other things, that no such rear yard encroachments occur.

Section 16. Swimming Pools. No above ground swimming pools shall be erected or maintained on or in any Site. No swimming pool shall be erected or maintained on or in any Site without the prior written approval of the Board of Directors. All permitted swimming pools must be approved by the Board of Directors as to size, location, materials and type of construction, including the design of any fencing required by Independence Township. The maximum height and linear footage of any fencing permitted by this Section shall not exceed the minimum allowed by Independence Township. Chain-link fences of any kind or nature are expressly prohibited.

Section 17. Fences. No fence or wall of any kind shall be erected or maintained on any Site without the express prior written consent of the Board of Directors, which shall have the sole and absolute discretion to determine the suitability of the locations, design, shape, height, size and materials for any such fence or wall. Permitted fences shall not exceed forty-eight (48) inches in height and shall be of a uniform material, color, height and appearance as approved by the Board of Directors. No fence, wall or hedge shall be located nearer to any front lot line than is permitted pursuant to the Independence Township Zoning Ordinance. No fence, wall or hedge shall be maintained or erected which blocks or hinders vision at street intersections. No full yard or chain-link fencing shall be permitted.

Section 18. Owner Maintenance. Each Owner shall maintain the Site owned, the Residence constructed therein and any Limited Common Elements appurtenant thereto for which the Owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant and unimproved Sites must remain free of debris, litter, and trash and be cleaned up regularly. All grass and weeds on any vacant and unimproved Site must be mowed at least once monthly or more often if required by the Developer. Where a Residence is under construction within a Site, all debris, construction debris, unusable materials, litter and trash must be cleaned up and removed every Friday afternoon and more often if required by the Developer. Each 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 utilities located in or on any Site which are appurtenant to or which may affect any

other Site. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by the Owner or the Owner's family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility, unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount. Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 19. Reserved Rights of Developer.

(a) Prior Approval Developer. Until certificates of occupancy are issued for Residences in 100% of the Sites in the Condominium, no Residences, buildings, fences, walls, retaining walls, drives, decks, 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 of Residences, until plans and specifications are approved by the Developer as provided in Section 2 of this Article VI.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Sites owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Sites in the entire planned Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the entire Condominium by the Developer.

(c) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the 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 prior to the First Annual Meeting, which right of enforcement shall include without limitation an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.

(d) Site Maintenance. Developer reserves for itself and for the Association and their respective agents the right to enter upon any Site for the purpose of mowing, removing, clearing, cutting or pruning underbrush, weeds or other unsightly growth, which in the opinion of Developer detracts from the overall beauty, setting and safety of the Condominium. Such entrance for the purpose of mowing, cutting, clearing or pruning shall not be deemed a trespass. Declarant and the Association and their respective agents may likewise enter upon such land to remove any trash which has collected on such Site without such entrance and removal being deemed a trespass. The provisions of this paragraph shall not be construed as an obligation on the part of Developer or the Association to mow, clear, cut, or prune any Site nor to provide garbage or trash removal services.

Section 20. Drainage and Grading Plan for Condominium and Surface Water Drainage. The grade of any Site in the Condominium may not be changed from the Drainage and Grading Plan prepared by Kieft Engineering, Inc., dated October 31, 1991, as revised on September 21, 1992 (which Drainage and Grading Plan may be subsequently amended from time to time as conditions require), without the written consent of the Board of Directors and any governmental authority having jurisdiction. It shall be the responsibility of each Owner to maintain the surface drainage grades of the Owner's Site as established by the Developer. Each Owner covenants not to change the surface grade of the Owner's Site in a manner which will materially increase or decrease the storm water flowing onto or off of the Owner's Site and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon any of the Sites in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Owner and such costs shall be a lien upon the Site.

Section 21. Alterations and Modifications of the Common Elements. No Owner shall make changes in any of the Common Elements, limited or general, without the express written approval of the Architectural Review Committee. The Architectural Review Committee may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium as provided herein and in any rules and regulations of the Association.

Section 22. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 23. Leasing and Rental. Owners, including Developer, may rent any number of Sites at any time for any term of occupancy not less than thirty (30) days subject to the following:

(a) Disclosure of Lease Terms to Association. An Owner, including the Developer, desiring to rent or lease a Site shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If Developer desires to rent Sites before the Transitional Control Date, it shall notify either the Advisory Committee or each Owner in writing.

(b) Compliance with Condominium Documents. Tenants and non-owner occupants shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements shall so state.

(c) Procedures in the Event of Non-Compliance with Condominium Documents. 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 Owner by certified mail advising of the alleged violation by the tenant.

(ii) The Owner shall have 30 days (or such additional time as may be granted by the Association if the Owner is diligently proceeding to cure) 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 30 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 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 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 Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Site or Condominium.

(d) Notice to Owner's Tenant Permitted Where Owner in Arrears to the Association for Assessments. When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying the Residence within the Owner's Site under a lease or rental agreement and the tenant, after receiving the notice, shall deduct

from rental payments due the Owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 24. Non-Disturbance of Wetlands. The lands in the Condominium include wetland areas that are protected by the Goemaere-Anderson Wetland Protection Act, Public Act No. 203 of 1979 and the Independence Township wetlands ordinance. Activities affecting the wetland areas designated on the Condominium Plan may only be undertaken after a permit has been obtained from both the Michigan Department of Natural Resources and the Independence Township Wetland Board. Restricted activities include any disturbance of a wetland by depositing material in the wetland, dredging or removing material from the wetland, draining water from the wetland and constructing, operating or maintaining any use or development in the wetland. In order to assure that no inadvertent violations of the Goemaere-Anderson Wetland Protection Act or the Independence Township wetlands ordinance occur, no development of any kind is permitted in any designated wetland area or within twenty-five (25) feet of any designated wetland area. In the event the co-owners or the Association fail to conserve the wetland areas, the Township of Independence shall have the authority to enter for purposes of maintenance and/or repair in a manner more fully set forth in Article IV, subsection (c) of the Master Deed."

Section 25. Tree Cover and Protection of Existing Vegetation. In the construction of homes on any Site, care shall be taken to minimize the impacts of construction on the trees and other vegetation existing on the Site. All wooded lots shall be selectively cleared, only, as necessary to create a building envelope. Where practical, existing trees scheduled for removal will be transplanted to other areas either on the Site or within the upland General Common Elements.

Section 26. Special Assessments for Road Improvements. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium. The improvement may be financed, in whole or in part, by the creation of a special assessment district or districts which may include the Condominium. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser of a Site shall constitute the agreement by such Owner or purchaser, and the owner's or purchaser's heirs, executors, administrators, and assigns, that the Board of Directors of the Association shall be vested with full power and authority to obligate all Owners to participate in a special assessment district, sign petitions requesting said special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Owners; provided, that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by

an affirmative vote of not less than 51% of all Owners. No consent of mortgagees shall be required for approval of said public road improvement.

Section 27. Basketball Hoops and Play Areas. Basketball hoops and play areas are permitted subject to strict compliance with the following restrictions:

(a) All basketball hoops shall be on ground mounted posts located at least 30 feet from the curb of the road(s) adjacent to the Site.

(b) The ground mounted post for the basketball hoop shall be located at least 5 feet from the side line of the Site.

(c) No florescent or bright colors shall be permitted for either the post or the backboard. The ground mounted post shall be painted black and the backboard of the basketball hoop shall be clear.

ARTICLE VII

MORTGAGES

Section 1. Notice to Association. Any Owner who mortgages its Site 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 Sites". The Association may, at the written request of a mortgagee of any such Site, report any unpaid assessments due from the Owner of such Site. The Association shall give to the holder of any first mortgage covering any Site in the Condominium written notification of any default in the performance of the obligations of the Owner of such Site 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 Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on any Site 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 Owner shall be entitled to one vote for each Condominium Site owned when voting by number and one vote, the value of which shall equal the Percentage of Value percentage allocated to the Sites owned by such Owner as set forth in the Master Deed, when voting by value. Voting shall be by value unless otherwise expressly required by the Condominium Documents or by law. In the case of any Site owned jointly by more than one Owner, the voting right appurtenant to that Site may be exercised jointly as a single vote or may be split if all the joint Owners of the Site so agree in writing.

Section 2. Eligibility to Vote. No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until the Owner has presented evidence of ownership of a Site in the Condominium to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no 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 Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article VIII or by a proxy given by such individual representative.

Section 3. Designation of Voting Representative. Each 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 Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Site or Sites owned by the Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairman of the meeting.

Section 4. Annual Meeting. There shall be an annual meeting of the Owners commencing with the First Annual Meeting held as provided in Article IX, Section 2 hereof. Other meetings shall be held as provided for in Article IX hereof. Notice of the time, place and subject matter of all meetings shall be given by mailing the same to each individual representative designated by the respective Owners.

Section 5. Quorum. The presence in person or by proxy of more than one-half (1/2) in value of the Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting such person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 6. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person 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 7. Majority. Unless otherwise required by law or by the Condominium Documents, any action which could be authorized at a meeting of the members shall be authorized by an affirmative vote of more than fifty (50%) percent in value. The foregoing statement and any other provision of the Master Deed or these Bylaws requiring the approval of a majority (or other stated percentage) of the members shall be construed to mean, unless otherwise specifically stated, a majority (or other stated percentage) in value of the votes cast by those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the Owners duly called and held.

ARTICLE IX

MEETINGS

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer. The First Annual Meeting may be called at any time in the Developer's discretion after the first conveyance of legal or equitable title of a Site in the Condominium to a non-developer Owner. As provided in Article XI, Section 2 hereof, the First Annual Meeting shall be held on or before one hundred twenty (120) days after the conveyance of legal or equitable title to non-developer Owners of seventy-five (75%) in number of the Sites

that may be created in the Condominium or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Owner of a Site in the Condominium, whichever first occurs. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year (commencing the third Tuesday of March of the calendar year following the year in which the First Annual Meeting is held) at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of these Bylaws. The 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 Owners as directed by resolution of the Board of Directors or upon a petition signed by one-third (1/3) of the Owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any special meeting shall state the time and place of such meeting and the 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 the time and place where it is to be held, upon each Owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Owner at the address shown in the notice required by Article VIII, Section 3 of these Bylaws to be filed with the Association 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 Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than ten (10) days from the time the original meeting was called, and notice of the meeting shall be provided as set forth in Section 5 of this Article IX.

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) determination of whether quorum is present; (c) proof of notice of meeting or waiver of notice; (d) reading of minutes of preceding meeting; (e) reports of officers; (f) reports of committees; (g) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (h) election of Directors (at annual meeting or special meetings held for such purpose); (i) unfinished business; and (j) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 8. Action Without Meeting. Any action which may be taken at a meeting of the members (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 of this Article IX 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 votes or total percentage of approvals which equals or exceeds the number of votes or percentage of approvals which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 9. Minutes; Presumption of Notice. Minutes or a similar record of the proceedings of meetings of members, when signed by the President or Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE X

ADVISORY COMMITTEE

An advisory committee of non-developer Owners shall be established either one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of one-third

(1/3) of the Sites that may be created, or one year after the initial conveyance of legal or equitable title to a non-developer Owner of a Site in the Condominium, whichever occurs first. The advisory committee shall meet with the Board of Directors for the purpose of facilitating communication and aiding the transition of control to the association of Owners. The advisory committee shall cease to exist when a majority of the Board of Directors of the Association is elected by the non-developer Owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall consist of five members, all of whom must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation. After the First Annual Meeting, the number of directors may be increased or decreased by action of the Board of Directors, provided that the Board of Directors shall be comprised of at least five members.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owners to the Board. Elections for non-developer Owner directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of twenty-five (25%) percent of the Sites that may be created, at least one director and not less than twenty-five (25%) percent of the Board of Directors shall be elected by non-developer Owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of fifty (50%) percent of the Sites that may be created, not less than thirty-three and one-third (33 1/3%) percent of the Board of Directors shall be elected by non-developer Owners. When the required percentage of conveyances has been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required director. Upon certification by the Owners to the Developer of the director so elected, the Developer shall then immediately appoint such director to the Board to serve until the First Annual Meeting of members unless the director is removed pursuant to Section 7 of this Article XI or the director resigns or becomes incapacitated.

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

(i) Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Owners of seventy-five (75%) percent of the Sites that may be created, and before conveyance of ninety (90%) percent of such Sites, the First Annual Meeting shall be called and the non-developer Owners shall elect all directors on the Board of Directors, except that the Developer shall have the right to designate at least one director as long as the Developer owns and offers for sale at least ten (10%) percent of the Sites in the Condominium or as long as ten (10%) percent of the Sites remain that may be created.

(ii) Notwithstanding the formula provided in subsection (i), 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Site in the Condominium, if title to at least seventy-five (75%) percent of the Sites that may be created has not been conveyed to non-developer Owners, the First Annual Meeting shall be called and the non-developer Owners shall have the right to elect as provided in the Condominium Documents, a number of members of the Board of Directors equal to the percentage of Sites they hold, and the Developer has the right to elect, as provided in the Condominium Documents, a number of members of the board equal to the percentage of Sites which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subsection (i). Application of this subsection does not require a change in the size of the board as determined in the Condominium Documents.

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under this Section 2, or if the product of the number of members of the Board of Directors multiplied by the percentage of Sites held by the non-developer Owners under this Section 2 results in a right of non-developer 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 Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one director as provided in subsection (i) of this Section 2(c).

(iv) At the First Annual Meeting one-half ($1/2$) of the directors (rounded up if fractional) shall be elected for a term of two years and the remaining directors shall be elected for a term of one year. At such meeting, all nominees shall stand for

election as one slate and the number of persons equal to one-half of the number of directors (rounded up if fractional) who receive the highest number of votes shall be elected for terms of two years and the number of persons equal to the remaining directors to be elected who receive the next highest number of votes shall be elected for terms of one year. After the First Annual Meeting, the term of office (except for directors elected at the First Annual Meeting for one year terms) of each director shall be two years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

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

Section 3. Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things necessary thereto subject always to the Condominium Documents and applicable laws.

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

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

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

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

(d) To rebuild improvements after casualty.

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

(f) To own, maintain, improve, operate and manage, and to buy, sell, convey, assign, mortgage or lease (as Landlord or Tenant) any real or personal property (including any Site 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 Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association.

(h) To make rules and regulations in accordance with Article VI, Section 10 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, in which the maximum term is greater than 3 years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

Section 6. Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance to designate. Each person so elected shall be a director until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Owner elected directors which occur prior to the Transitional Control Date may be filled only through election by non-developer 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 fifty (50%) percent in number and in value of all of the 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 quorum set forth in Article VIII, Section 5. Any director whose removal has been proposed by the 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 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 ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

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

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

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting

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

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

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.

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, and 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, and shall preside at all meetings of the Association and of the Board of Directors. The President shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

(b) Vice President. The Vice President shall take the place of the President and perform the President's duties whenever the President shall be absent or unable to act. If

neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed by the Board of Directors.

(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 and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

(d) Treasurer. The Treasurer shall have responsibility for the Association's funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, and in such depositories as 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 the officer's 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 Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "corporate seal", and "Michigan".

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Owners. Such accounts and all other Association records shall be open for inspection by the Owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Site in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorneys' fees, incurred by or imposed upon the director or officer in connection with any proceeding to which the director or officer may be a party, or may become involved, by reason of the director or officer being or having been a director or officer of the Association, whether or not a

director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of such director's duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

ARTICLE XVII

COMPLIANCE

The Association and all present or future Owners, tenants, future tenants, or any other persons acquiring an interest in or using the Condominium in any manner are subject to and shall comply with the Act, as amended, and the mere acquisition, occupancy or rental of any Site or an interest therein or the utilization of or entry upon the Condominium 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

REMEDIES

Section 1. Default by an Owner. Any default by an Owner shall entitle the Association or another Owner or Owners to the following relief:

(a) Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents or the regulations of the Association shall be grounds for relief, which may include without limitation an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Owner or Owners.

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

Section 2. No Waiver. The failure of the Association or of any 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 Owner to enforce such right, provision, covenant or condition in the future.

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

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

ARTICLE XIX

ARBITRATION

Section 1. Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the 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 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 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 XX

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.

A3897h

LAKE WALDON VILLAGE

ESCROW AGREEMENT

THIS AGREEMENT is made as of the 22nd day of January, 1993, between Holtzman & Silverman Construction Co., a Michigan corporation ("Developer"), and Lawyers Title Insurance Corporation, Inc., a Michigan corporation ("Escrow Agent").

WHEREAS, Developer has established Lake Waldon Village as a residential condominium in Michigan; and

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

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

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

NOW, THEREFORE, it is agreed as follows:

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

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

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

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and Purchaser diligently pursues a mortgage application but fails to obtain such mortgage Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time the Agreement becomes binding under paragraph 6 thereof, or withdraws from the Agreement pursuant to Paragraph 5 thereof, Escrow Agent shall, within three business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

B. After a Purchase Agreement has become binding upon the Purchaser, then in the event that Purchaser defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.

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

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

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

If the elements or facilities labeled "must be built" and referred to above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided below. Determination of amounts necessary to finance substantial completion shall be determined by the certificate of a licensed professional architect or engineer. For purposes of applying the above provisions, the phase of the Condominium in which Purchaser's Unit is located shall be substantially complete when all utility mains and leads, all major structural components of buildings, all building 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 hereinafter. Improvements of the type described in subparagraph (ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer described hereafter.

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

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

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

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

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

(ii) If Developer, the Condominium Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in 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) Except as provided above, Escrow Agent shall be under no obligation to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

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

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Condominium 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 relating to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accord with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

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

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

5. All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage prepaid and 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 or Reservation 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:

HOLTZMAN & SILVERMAN CONSTRUCTION CO.,
a Michigan corporation

By: /s/ Gilbert "Buzz" Silverman

Gilbert "Buzz" Silverman
Its: President
30833 Northwestern Hwy. Suite 300
Farmington Hills, MI 48334-2551

ESCROW AGENT:

LAWYERS TITLE INSURANCE CO.,
a Michigan corporation

By: /s/ Mark E. Tarrant

Mark E. Tarrant
Its: Chief Title Examiner
1050 Wilshire, Suite 300
Troy, Michigan 48064



MEMORANDUM

TO: Steve Kinch

DATE: October 23, 1992

FROM: Ken Davis

SUBJECT: Lake Waldon Pines -
Decks

Steve, one of the items discussed at the pre-construction meeting for Lake Waldon Pines was in reference to decks. According to the Township, any deck higher than 30" must fit within the building envelope as recorded in Exhibit "B" of the Master Deed. The Township will strictly enforce this requirement.

Please contact me should you have any questions.

KRD/paw

cc: Jeff Roberts

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ARTICLES OF INCORPORATION
MICHIGAN NON-PROFIT CORPORATION

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

ARTICLE I

The name of the corporation is Lake Waldon Village Homeowners Association.

ARTICLE II

The purposes for which the corporation is organized are:

(a) To manage and administer the affairs of and to maintain Lake Waldon Village, a condominium (hereinafter called "Condominium") established by Master Deed recorded on December 28, 1992, in Liber 13213, Pages 812 through 876, Oakland County Records, as the same may be amended from time to time;

(b) To levy and collect assessments against and from the Co-owner members of the corporation and to use the proceeds thereof for the purposes of the corporation;

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

(d) To rebuild improvements after casualty;

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

(f) To make and enforce reasonable regulations concerning the use and enjoyment of the Condominium;

(g) To own, maintain and improve, and to buy, or operate, manage, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, (including Condominium units, easements, rights-of-way and licenses) on behalf of the corporation, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium, the provisions of that certain Declaration of Covenants, Conditions and Restrictions affecting the Condominium property, and the provisions of these Articles of Incorporation and such bylaws and rules and regulations of the corporation as may hereafter be adopted;

(j) To do anything required of or permitted to its as administrator of the Condominium by the Condominium Master Deed or Bylaws or by the Michigan Condominium Act;

(k) In general, to enter into any kind of activity; to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and operation of the Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

The corporation is organized upon a nonstock, membership basis.

The assets of the corporation are:

Real Property:	None
Personal Property:	None

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

Assessment of members owning units in the Condominium.

ARTICLE IV

The address of the registered office is:

30833 Northwestern Highway
Suite 300
Farmington Hills, Michigan 48334-2551

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

The name of the first resident agent at the registered office is:

Gary N. Cooper

ARTICLE V

The names and business addresses of the incorporator is:

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

ARTICLE VI

The term of the corporate existence is perpetual.

ARTICLE VII

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

(a) Each Co-owner (including the Developer named in the Condominium Master Deed) of a unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership, except that the subscriber hereto shall be a member until such time as his 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 qualification of membership of any Co-owner) shall be established by the acquisition of fee simple to a unit in the Condominium and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the corporation, the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer of the Condominium shall become a member of the corporation immediately upon establishment of the Condominium. Land contract vendees of units shall be members if the land contract instrument expressly conveys the vendor's interest as a member of the corporation in which event the vendor's membership shall terminate as to the unit sold.

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

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

ARTICLE VIII

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

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

(2) Acts or omission not in good faith or that involve intentional misconduct or a knowing violation of law.

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

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

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

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

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

ARTICLE IX

These Articles of Incorporation may only be amended by unanimous consent of all members.

Signed this 22nd day of January, 1993.

/s/ Kevin M. Kohls
KEVIN M. KOHLS

A7891g

LAKE WALDON VILLAGE

NOTICE TO PURCHASERS

Re: Private Roads and Drives

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

NOTICE TO PURCHASERS AND MORTGAGEES

Re: Amendments to Master Deed

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

DEVELOPER

HOLTZMAN & SILVERMAN CONSTRUCTION CO.

A5469h

Recorded on December 22, 1992 in
Liber 13213, Pages 812 through
876, Oakland County Records

MASTER DEED

**LAKE WALDON PINES
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 803**

This Master Deed is made and executed this 22nd day of December, 1992, by HOLTZMAN & SILVERMAN CONSTRUCTION CO., a Michigan corporation (hereinafter referred to as "Developer"), whose address is 30833 Northwestern Highway, Suite 300, Farmington Hills, Michigan 48334-2551.

WITNESSETH:

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

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

ARTICLE I

TITLE AND NATURE

The Condominium shall be known as Lake Waldon Pines, Oakland County Condominium Subdivision Plan No. 803. The architectural plans and specifications for each Residence of the Condominium will be filed with Independence Township. The number, boundaries, dimensions and volume of each Unit in the Condominium are set forth in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is capable of individual use, having its own access to a Common Element of

ARTICLE III

DEFINITIONS

Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of Lake Waldon Pines Homeowners Association are defined as follows:

(a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.

(b) "Additional Land" means the land described hereafter, some or all of which may be added to the Condominium in one or more amendments of this Master Deed.

(c) "Association" means the Michigan nonprofit corporation, Lake Waldon Pines Homeowners Association, of which all Co-owners shall be members, which Association shall administer, operate, manage and maintain the Condominium. Any action or decision of the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

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

(f) "Condominium" means Lake Waldon Pines as a Condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

(g) "Condominium Documents," wherever used, means and includes this Master Deed and the Exhibits hereto and the Articles of Incorporation of the Association.

(h) "Condominium Site", "Condominium Unit", "Site" or "Unit" means the volume of space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto and all structures and improvements within such space.

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

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

ARTICLE IV

COMMON ELEMENTS

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

(a) The General Common Elements are:

(1) The land (excluding any part thereof included in the Units described in Article VI below and on the Plan) and beneficial easements, if any, described in Article II hereof, including any roads, parking areas, walks and landscaped areas, except to the extent any of the foregoing are designated herein or in the Plan as Limited Common Elements.

(2) The roads throughout the Condominium, designated on the Plan as Lake Waldon Drive, Cedar Bend Drive and Lake Waldon Court, so long as neither the Developer nor the Association has dedicated the roads to public use through the acceptance of such a dedication by the Board of Oakland County Road Commissioners or any other governmental entity. Developer intends to dedicate the roads in the Condominium to public use as soon as practicable after the recordation of this Master Deed, and Developer has reserved the right and power to dedicate the roads in Article VII of this Master Deed.

(3) The storm water drainage system throughout the Condominium, including below-ground and above-ground systems, and the electrical, gas, water (up to the point of lateral connection at the edge of the vehicular access road for Unit service), sanitary sewer (only the mains shall be Common Elements, the lateral connections to serve the Units shall be the individual responsibilities of the respective Co-owners), storm sewer, telephone, plumbing and cable television (if any) networks or systems throughout the Condominium, including that contained within Units to the extent that the portion within the Unit is a main that also services other Units. Leads connecting utility mains to Residences built within Units are not

(2) In the event that the Association fails to provide adequate maintenance, repair or replacement of the General Common Elements or in the event the Association or a Co-owner or any other person shall fail to maintain and preserve the conservation wetlands areas depicted on the Plan, the Township of Independence may, but shall not be required to, serve written notice of such failure upon the Association. Such written notice shall contain a demand that the deficiencies of maintenance, repair or replacement be cured within a stated reasonable time period. Following such notice, and an opportunity to be heard before the legislative body, or a designate thereof, the Township, or its successor, shall have the power to, but shall not be required to, enter upon the property, or cause its agents or contractors to do so, and perform the necessary maintenance, repair, or replacement as found to be appropriate by the Township. The cost and expense of such maintenance, repair or replacement, plus an administrative fee in the amount of twenty-five percent (25%) of all costs incurred, shall be billed to the Association, and upon failure to make payment of such bill within thirty (30) days, the Township may place the full balance of such amount on the tax roll of all of the Units in the Condominium on an equal basis, to incur interest and penalties, and to be collected in the manner provided by law for the collection of delinquent real property taxes.

(3) It is anticipated that separate Residences will be constructed within the Units depicted on the Plan. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of the Residence and all other improvements within each Unit shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the structure, exterior color or appearance of any Residence and any other improvements within a Unit shall not be changed without the prior written specific approval of such change from the Board of Directors of the Association. The Residences and other improvements within each Unit shall conform in all respects to the architectural and building specifications and use restrictions provided in the the Bylaws, this Master Deed, the rules and regulations, if any, of the Association and applicable ordinances of the municipality in which the Unit is located.

(4) The Association shall not be responsible in the first instance for performing any maintenance, repair or replacement with respect to Residences and

ARTICLE VI

CONDOMINIUM UNIT DESCRIPTION AND PERCENTAGE OF VALUE

The Condominium consists of 48 residential Units. Each Unit is described in this paragraph with reference to the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit shall include all that space contained within the Unit boundaries as shown on the Plan and delineated with heavy outlines. For all purposes, individual Units may hereafter be defined and described by reference to this Master Deed and the individual number assigned to the Unit in the Plan. The Percentage of Value assigned to each Unit shall be determinative of the proportionate share of each respective Co-owner in the proceeds and expenses of the Association and the Value of such Co-owner's vote at meetings of the Association and the undivided interest of the Co-owner in the Common Elements. The total percentage value of the Condominium is 100%. Each Unit Percentage of Value shall be equal and shall be the number obtained by dividing 100 by the number of Units included in the Condominium. The method and formula used by Developer to establish the foregoing Percentages was to determine that the expenses incurred by the Association in connection with the Units should be approximately equal.

ARTICLE VII

EASEMENTS, RESTRICTIONS AND AGREEMENTS

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

(a) Developer (on its behalf and on behalf of its successors) hereby reserves permanent easements for ingress and egress over the roads and walks in the Condominium and permanent easements to use, tap into, enlarge or extend all roads, walks and utility lines in the Condominium, including, without limitation, all communications, water, gas, electric, storm and sanitary sewer lines, and any pumps, sprinklers or water retention areas, all of which easements shall be for the benefit of the Additional Land described herein, whether or not such Additional Land is hereafter added to the Condominium and for the benefit of any other land adjoining the Condominium (or any expansion thereof) if now owned or hereafter acquired by Developer or its successors. These easements shall run with the land in perpetuity, and shall survive the six year period for adding the Additional Land to the Condominium. Developer has no financial obligation to support such easements, except that any dwelling unit using the roads, if such unit is not included within the Condominium, shall pay a pro rata share of the expense of maintenance, repair, or replacement of the portion of the road which is used, which share shall be determined pro rata according to the total number of dwelling units using such portion of the road.

and over all Units, for access to the Units and the exterior of each of the Residences and appurtenances that are constructed within each Unit to conduct any activities authorized by this Master Deed or the Condominium Bylaws.

(g) The wetlands areas shown on the Plan are subject to a conservation and preservation easement whereby the Association and all Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any structure on, plowing tilling, cultivating, or otherwise altering or developing the wetlands areas. The purpose of this restriction is to maintain the wetlands in their natural and undeveloped condition. The Association shall maintain all wetlands shown on the Plan in their natural and undeveloped condition, including any portion of the wetlands that are located within a Unit. The purpose of any such maintenance is to preserve the natural character of the wetlands and their continuing functioning. In the event the Association or the Co-owners, as the case may be, shall fail to preserve the wetlands in accordance with this provision or shall fail to maintain and/or repair the wetlands in their natural state, the Township shall have the power to do so and an easement for maintenance purposes as more fully set out in Article IV, Subparagraph (c)(2) of this Master Deed.

(h) The Developer, the Association and all public and private utility companies shall have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to develop, construct, market and operate any Units within the land described in Article II hereof (or any portion of the Additional Land described in Article X, hereof, which may be added to the Condominium from time to time), and also 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 or to respond to any emergency or common need of the Condominium. There shall exist for the benefit of the Co-owners, the Township, any emergency service agency, and other governmental units, an easement over all roads in the Condominium for use by the Township, the United States Postal Service and emergency or other governmental service vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, mail delivery, fire and police protection, ambulance and rescue services and all other lawful governmental and private emergency services to the Condominium and all Co-Owners. This grant of easement shall in no way be construed as a dedication of any streets, roads, or driveways to the public.

(i) Easements for the construction, installation and maintenance of public utilities and for drainage facilities are reserved as shown on the Plan. Within all of the foregoing

necessary with the owner of the Additional Land to make the lake in the Additional Land available for use of the Co-owners and any such agreements shall be binding on all persons acquiring any interest in the Condominium, including without limitation all Co-owners and mortgagees, who shall be deemed irrevocably to have appointed Developer and its successors as agent and attorney-in-fact to enter into such agreements regarding lake use and access.

ARTICLE VIII

AMENDMENTS

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

(a) Amendments may be made and recorded by Developer or by the Association.

(b) If the amendment will materially change the rights of the Co-owners or Mortgagees, then such amendment requires the consent of not less than two-thirds (2/3) in value of the votes of the Co-owners and Mortgagees of the Units (unless a greater majority is specified in the Condominium Bylaws). A Mortgagee shall have one vote for each mortgage held.

(c) Notwithstanding subparagraph (b) above, but subject to the limitation of subparagraph (d) below, Developer reserves the right to amend this Master Deed or any of its Exhibits for any of the following purposes without the consent of Co-owners or Mortgagees:

(1) To delete unsold Units and to modify the locations, types and sizes of unsold Units and the General and/or Limited Common Elements adjoining or appurtenant to unsold Units;

(2) To amend the Condominium Bylaws, subject to any restrictions on amendments stated therein;

(3) To correct arithmetic errors, typographical errors, survey errors, or any similar errors in the Master Deed, Plan or Condominium Bylaws;

(4) To clarify or explain the provisions of the Master Deed or its exhibits;

(5) To comply with the Act or rules promulgated thereunder or with any requirements of any governmental or quasi-governmental agency or any financing institution providing or proposing to

ARTICLE IX

CONVERTIBLE AREAS

(a) The Common Elements and all unsold Units have been designated on the Condominium Subdivision Plan as Convertible Areas within which the unsold Units and Common Elements may be modified and within which unsold Units may be expanded, moved, deleted and created as provided in this Article IX. The Developer reserves the right, but not an obligation, to convert the Convertible Areas.

(b) The Developer reserves the right, in its sole discretion, during a period ending 6 years from the date of recording this Master Deed, to modify the size, location, and configuration of any Unit that it owns in the Condominium, and to make corresponding changes to the Common Elements, subject to the approval of Independence Township and the requirements of local ordinances and building authorities. The changes ~~shall not constitute a limitation on the~~ deletion of Units from the Condominium and the substitution of General and Limited Common Elements therefor. The maximum number of units in the Condominium may not exceed 125 units.

(c) All improvements constructed or installed within the Convertible Areas described above shall be restricted exclusively to residential use and to such Common Elements as are compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(d) The consent of any Co-owner shall not be required to convert the Convertible Areas. All of the Co-owners and Mortgagees and other persons interested or to become interested in the Condominium from time to time shall be deemed to have irrevocably and unanimously consented to such conversion of the Convertible Areas and any amendment or amendments to this Master Deed to effectuate the conversion and to any reallocation of Percentages of Value of existing Units which Developer may determine necessary in connection with such amendment or amendments. All such interested persons irrevocably appoint the 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 thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto. Nothing herein contained, however, shall in any way obligate Developer to convert the Convertible Areas. These provisions give notice to all Co-owners, Mortgagees and other persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of such amendment shall be required.

foregoing. Such amendments may be made without the necessity of rerecording an entire Master Deed or the Exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits herein. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium and Developer may, in its discretion, establish all or a portion of the Additional Land described below as a rental development, a separate condominium, or any other form of development. These provisions give notice to all persons acquiring interests in the Condominium that such amendments of this Master Deed may be made and recorded, and no further notice of amendment shall be required.

(c) The Developer's right to expand the Condominium shall expire six years after the initial recording of this Master Deed.

(d) The land which may be added to the Condominium (herein referred to as the "Additional Land") is referred to in the plat as the "Additional Land" and is situated in Independence Township, Oakland County, Michigan, being more specifically described as follows:

Part of the NE 1/4 & NW 1/4 Sec. 28, and part of the NW 1/4 Sec. 27, T4N, R9E, Independence Township, Oakland County, Michigan, described as beginning at the W 1/4 corner Sec. 27, T4N, R9E; Th from said point of beginning, S 89°49'22"W 1313.16 ft to the NE corner of proposed "Spring Lake Sub North"; Th S 89°44'36"W 1322.07 ft along the north line to the NW corner of proposed "Spring Lake Sub North" and center of Sec. 28, T4N, R9E; Th S 89°38'29"W 1336.44 ft to the SE corner of "Stern & Seligman Subdivision", recorded in Liber 84 of Plats, Pages 23 & 24, Oakland County Records; Th N 00°17'15"W 1327.54 ft (prev. recorded as N 00°03'30"E) along the east line of said "Stern & Seligman Subdivision"; Th N 89°45'57"E 686.27 ft (prev. recorded as S 89°48'40"E) along the south line of said "Stern & Seligman Subdivision" to the SW corner of "Woodglen Estates", recorded in Liber 160 of Plats, Pages 19 & 20, Oakland County Records; Th N 89°43'26"E 648.67 ft (prev. recorded as S 89°55'54"E) along the south line of said "Woodglen Estates" to the N & S 1/4 line Sec. 28 and the SW corner of "Woodglen Estates No. 2", recorded in Liber 178 of Plats, Pages 7 & 8, Oakland County Records; Th continuing N 89°43'26"E 778.87 ft (prev. recorded as S 89°55'54"E) along the south line of said

(h) All land and improvements added to the Condominium shall be restricted exclusively to residential units and to such Common Elements as may be consistent and compatible with residential use. There are no other restrictions upon such improvements except those which are imposed by state law, local ordinances or building authorities.

(i) The extent to which any structure erected on any portion of the Additional Land added to the Condominium are compatible with structures on land included in the original Master Deed is solely within the discretion of the Developer, subject only to the requirements of local ordinances and building authorities, and is not limited by this Master Deed.

(j) There are no restrictions as to types of Condominium Units which may be created upon the Additional Land except that such Units must comply with state law, local ordinances and the requirements of building authorities.

~~Developer may create and designate Common Elements upon~~
the Additional Land and designate Common Elements thereon which may be subsequently assigned as Limited Common Elements. The nature of any such Limited Common Elements to be added to the Condominium is exclusively within the discretion of the Developer.

(l) If the Condominium is expanded, it shall be expanded by an amendment to the Master Deed or by a series of successive amendments to the Master Deed, each adding Additional Land and/or improvements to the Condominium.

(m) Any amendment to the Master Deed which alters the number of Units in the Condominium shall proportionately readjust the existing Percentages of Value of Condominium Units to preserve a total value of one hundred (100%) percent for the entire condominium. Percentages of Value shall be readjusted and determined in accordance with the method and formula described in Article VI of this Master Deed.

(n) Any expansion shall be deemed to have occurred at the time of the recording of an amendment to this Master Deed embodying all essential elements of the expansion. At the conclusion of expansion of the Condominium, not later than 180 days after completion of construction, a Consolidating Master Deed and plans showing the Condominium "as built" shall be prepared and recorded by the Developer. A copy of the recorded Consolidating Master Deed shall be provided to the Association.

ARTICLE XI

CONTRACTION OF CONDOMINIUM

(a) As of the date this Master Deed is recorded, the Developer intends to dedicate to public use the roads and road right of ways shown on the Condominium Plan. Developer

ASSIGNMENT

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