RECORDED

2002 JUL 12 A 10:22

NANCY HAVILAND
REGISTER OF DEEDS
LIVINGSTON COUNTY, MI.
48843

LIVINGSTON COUNTY TREASURER'S CERTIFICATE
I hereby certify that there are no TAX LIENS or TITLES held by the state or any individual against the within description, and all TAXES are same as paid for five years previous to the date of this instrument or appear on the records in this office except as stated. 6909
7-12-02 Dianne H. Hardy, Treasurer
02 Sec. 135 Act 206, 1893 as Amended
Taxes not examined

HOMESTEAD DENIALS NOT EXAMINED

19/2

MASTER DEED

HARTLAND COMMERCE CENTER

THIS MASTER DEED is made and executed on this 10th day of July, 2002, by **Wil-Pro Development Company, L.L.C.**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 19100 W. Ten Mile Road, Suite 204, Southfield, Michigan 48075, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

NOW, THEREFORE, Developer, by recording this Master Deed, hereby establishes Hartland Commerce Center as a condominium project under the Act and declares that Hartland Commerce Center shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, and otherwise utilized, subject to the provisions of the Act, and the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their grantees, successors, heirs, personal representatives and assigns.

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Hartland Commerce Center, Livingston County Condominium Subdivision Plan No. 253. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

08-28-300-021 CML

ARTICLE II

LEGAL DESCRIPTION

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

> Part of the Southwest 1/4 of Section 28, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: beginning at the Southwest corner of said Section 28; thence along the West line of said Section 28, N 02°49'15" W, 438.12 feet; thence N 87°10'45" E, 630.46 feet; thence S 02°49'15" E, 444.80 feet to the centerline of Bergin Road (66 feet wide) also being the South line of said Section 28; thence on said South line S 87°47'11" W, 630.50 feet to the point of beginning, containing 6.39 acres more or less, subject to building use and restriction requirements and easements of record, if any, and the rights of the public within the public right of way of existing Bergin Road.

ARTICLE III

DEFINITIONS

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

Section 3.1 ***"Act"*** means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, as amended.

Section 3.2 ***"Association"*** means the Hartland Commerce Center Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take 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.

Section 3.3 ***"Building"*** means each of the structures located within the Project, as identified on the Condominium Subdivision Plan. Each Building contains separate Condominium Units.

Section 3.4 ***"Bylaws"*** means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act, and which shall be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.5 ***"Common Elements"***, where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.6 ***"Condominium Documents"*** means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.7 ***"Condominium Premises"*** means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Hartland Commerce Center.

Section 3.8 ***"Condominium Project, Condominium or Project"*** are used synonymously to refer to Hartland Commerce Center.

Section 3.9 ***"Condominium Subdivision Plan"*** means Exhibit B to this Master Deed.

Section 3.10 ***"Consolidating Master Deed"*** means the final amended Master Deed which shall describe Hartland Commerce Center as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Livingston County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are constructed in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to this Master Deed, Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Livingston County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the proposed Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 3.11 ***"Co-owner"*** means an individual, firm, corporation, partnership, limited liability company, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term "Owner", wherever used, shall be synonymous with the term "Co-owner".

Section 3.12 ***"Developer"*** means Wil-Pro Development Company, L.L.C., a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.13 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.13 ***"Development and Sales Period"*** means the period commencing with the recordation of this Master Deed and continuing during the period that Developer owns (in fee simple, as a land contract purchaser or as an optionee) any Unit in the Project.

Section 3.14 ***"First Annual Meeting"*** means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily

within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.15 ***"Township"*** means the Township of Hartland. Where Township approval is required pursuant to the terms of this Master Deed or any Exhibits to this Master Deed, such approval shall be granted by the Hartland Township Board of Trustees, or such other individual or committee designated by the Township Board for such purpose.

Section 3.16 ***"Transitional Control Date"*** means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.17 ***"Unit or Condominium Unit"*** each mean the enclosed space constituting a single complete Unit in Hartland Commerce Center, as such space may be described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" is defined under the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B to this Master Deed, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

Section 4.1 ***General Common Elements.*** The General Common Elements are as follows:

(a) ***Land.*** The land designated in Exhibit B as General Common Elements.

(b) ***Electrical.*** The electrical transmission mains and wiring throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit, together with common lighting for the Project, if any, and lighting fixtures installed on the exterior of any Unit.

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

(d) ***Telecommunications.*** The telecommunications system throughout the Project, if and when it may be installed, up to the point of entry to each Unit.

(e) ***Gas.*** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.

(f) ***Water.*** The water distribution system throughout the Project, including (without limitation) the wells, well pumps, and related facilities, water shut off valves, and any portions of the water distribution system that are contained within Unit walls, up to the point of connection with, but not including, the fixtures for and contained within any Unit.

(g) ***Sanitary Sewer.*** The sanitary sewer system throughout the Project, including (without limitation): (i) any portions of the system that are contained within Unit walls, up to the point of connection with, but not including, plumbing and plumbing fixtures contained within any Unit, and (ii) the septic field, tanks and all pipes, lines and mains connecting the system thereto, some or all of which may be located in the Project or in easements that benefit the Project.

(h) ***Storm Water Drainage Facilities.*** The storm water drainage system throughout the Project, including (without limitation) the detention basin and all pipes, lines, swales, structures and mains connecting the system thereto, some or all of which may be located in the Project or in easements that benefit the Project.

(i) ***Roads and Parking Areas.*** All roadways, curbs and medians, sidewalks, including the individual walkways to each Unit, and designated parking areas within the Project.

(j) ***Landscaping.*** All landscaping, berms, trees, plantings, and signage for the Project, benches, tables and other structures and improvements, if any, located on the land designated on Exhibit B as General Common Elements.

(k) ***Easements.*** All easements, if any, that are appurtenant to and that benefit the Condominium Premises pursuant to recorded easement agreements, reciprocal or otherwise.

(l) ***Construction.*** Foundations, supporting columns, Building perimeter walls, outside connecting walls and roofs, but excluding interior and exterior Building doors, windows, overhead doors and Unit entry doors.

(m) ***Other.*** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project, including, without limitation, any centralized trash disposal area and/or container, if any, which is designated by Developer as a General Common Element.

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

Section 4.2 ***Limited Common Elements.*** Limited Common Elements are those portions of the Common Elements that are reserved for the exclusive use and enjoyment of the Co-owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(a) ***Air Conditioner Condensing Units.*** Each air conditioner condensing unit and pad located outside each Building is a Limited Common Element of the Unit which it services and is restricted for the use of the Co-owner of such Unit.

(b) ***Interior Surfaces.*** The interior surfaces of Unit perimeter walls, ceilings, and floors contained within a Unit shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit, including, without limitation, any fixtures (lighting, plumbing, electrical, gas, telephone or otherwise) located within a Unit.

(c) ***Windows and Doors.*** All windows, overhead doors and Unit entry doors shall be appurtenant as Limited Common Elements to the Units to which they are attached.

(d) **Mailboxes.** The mailboxes, which shall be identical and installed in groups of six or more, shall be a Limited Common Element, and subject to the exclusive use and enjoyment, of the Co-owner of the Unit to which that mailbox is assigned.

Section 4.3 ***Responsibilities.*** The respective responsibilities for the maintenance, repair and replacement of the Common Elements are as follows:

(a) ***Water Heaters and Furnaces.*** The cost of maintaining, repairing and replacing a water heater and furnace shall be borne by the Co-owner of the Unit serviced by such water heater and furnace.

(b) ***Air-Conditioner Condensing Units.*** The cost of maintaining, repairing and replacing a Unit's air-conditioner condensing unit shall be borne by the Co-owner of the Unit serviced by such condensing unit.

(c) ***Interior Maintenance.*** The cost of maintaining, repairing and replacing all interior surfaces referenced in Section 4.2(b) above shall be borne by the Co-owner of the Unit containing such interior surfaces.

(d) ***Windows and Doors.*** The cost of maintaining, repairing and replacing all windows and doors referred to in Section 4.2(c) above shall be borne by the Co-owner of the Unit to which such windows and doors are attached.

(e) ***Common Lighting.*** Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting as provided in Section 4.1(b) above. Some of the common lighting may be installed within the General Common Elements. The cost of electricity for common lighting shall be paid by the Association and said fixtures (including exterior lights on Buildings and individual Units) shall be maintained, repaired, renovated, restored, and replaced and light bulbs furnished by the Association. No Co-owner shall modify or change such fixtures in any way nor cause the electrical flow for their operation to be interrupted at any time. The size and nature of the bulbs to be used in all

exterior lighting fixtures shall be determined by the Association in its discretion. Exterior lighting fixtures on individual Units shall operate on photoelectric cells. The timers for such photo cells, if any, shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(f) ***Utility Services***. All costs of electricity, cable, gas and telephone shall be borne by the Co-owner of the Unit to which the services are furnished. All costs of water service and sanitary/septic service provided to the Units and Common Elements, and any other utility services furnished to the Project, shall be borne by the Association as an operating expense and assessed against the Units in accordance with Article II of the Bylaws. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Association, except to the extent that such expenses are borne by a utility company or a public authority.

(g) ***Storm Water Drainage Facilities***. The Association shall be responsible for maintaining, repairing and replacing the storm water drainage facilities within the Project or within easements granted for the benefit of the Project.

(h) ***Private Roads and Parking Areas***. The private roadways, curbs and medians, sidewalks and walkways, and parking areas within the Project, as shown on the Condominium Subdivision Plan, shall be maintained (including, without limitation, snow and ice removal), replaced, repaired, and resurfaced as necessary by the Association. It is the Association's responsibility to inspect and to perform preventative maintenance of the foregoing areas on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. The Association shall establish a reserve fund and/or other form of assessment in accordance with Article II of the Bylaws for the purpose of satisfying the Association's obligations with respect to the foregoing areas.

(i) **Mailboxes**. The mailboxes referred to in Section 4.2(d) above, and as shown on the Condominium Subdivision Plan, shall be maintained by the Association.

Section 4.4 ***Use of Units and Common Elements***. No Co-owner shall use his Unit or the Common Elements in any manner which is inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements. In addition, no Co-owner shall be entitled to construct or install any improvements, fixtures or other structures on, in or to any General Common Elements or Limited Common Elements without the prior written approval of Developer during the Development and Sales Period and the Association thereafter.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 5.1 ***Description of Units***. Each Unit in the Condominium Project is described in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit shall consist of all of the space contained within the finished unpainted walls and ceilings and above the subfloor, all as shown on the floor plans and sections on Exhibit B and delineated with heavy outlines.

Section 5.2 ***Percentage of Value.*** The percentage of value for each Unit shall be equal. The determination that the percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units that affect the allocation of percentages of value. The percentage of value assigned to each Unit shall determine each Co-owner's respective share of the Common Elements of the Condominium Project, each Co-owner's respective proportionate share in the proceeds and expenses of the Association's administration and the value of such Co-owner's vote at meetings of the Association of Co-owners with respect to matters that require votes to be cast on a percentage of value basis. The total value of the Project is one hundred (100%) percent.

Section 5.3 ***Modification of Units.*** Developer may modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan or any recorded amendment or amendments thereof in accordance with Section 8.1.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 6.1 ***Area of Future Development.*** The Condominium Project established pursuant to this Master Deed consists of thirty-six (36) Units, and is intended to be part of an Expandable Condominium under the Act which may contain a maximum of one hundred forty-four (144) Units. Additional Units, if any, will be constructed upon all or portions of the following described land:

> Part of the southwest 1/4 of Section 28, T3N-R6E, Hartland Township, Livingston County, Michigan, more particularly described as follows: commencing at the southwest corner of said Section 28; thence along the west line of said Section 28, N 02°49'15" W, 438.12 feet to the point of beginning; thence N 02°49'15" W, 908.00 feet; thence N 87°47'56" E, 868.13 feet; thence S 02°12'49" E, 15.21 feet; thence N 88°43'36" E, 581.94 feet to the centerline of Old US-23 (120 feet wide); thence on said centerline S 20°36'51" E, 516.55 feet; thence S 87°47'11" W, 977.09 feet; thence S 02°49'15" E, 386.20 feet; thence S 87°10'45" W, 630.46 feet to the point of beginning, containing 23.40 acres more or less, subject to building use and restriction requirements and easements of record, if any, and the rights of the public within the public right of way of Old US-23.

(the above-described land is sometimes referred to as the "Area of Future Development").

Section 6.2 ***Increase in Number of Units.*** Notwithstanding anything to the contrary contained in this Master Deed, the number of Units in the Project may, at the option of the Developer from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be increased by the addition to this Condominium Project of any portion of the Area of Future Development. The location, size, and configuration of all such additional Units that

may be located in the Area of Future Development shall be determined by the Developer in its sole discretion, subject to approval by Hartland Township.

Section 6.3 ***Expansion Not Mandatory.*** Nothing contained in this Article VI shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed, and the Developer may, in its discretion, establish all or a portion of the Area of Future Development as a rental development, a separate condominium project or projects or any other form of development. There are no restrictions on the Developer's ability to expand the Project other than as explicitly set forth herein. The Developer has no obligation to add to the Condominium Project all or any portion of the Area of Future Development described in this Article VI nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

Section 6.4 ***Amendment of Master Deed and Modification of Percentages of Value.*** The expansion of the Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to the Developer, in its discretion. Each such amendment to the Master Deed shall proportionately re-adjust the percentage of value set forth in Article V, in order to reflect a total value of 100% for the entire Condominium Project, as expanded pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. However, such re-adjustments shall reflect a continuing reasonable relationship among percentages of value based upon the method originally used by the Developer to determine percentages of value for the Project.

Section 6.5 ***Redefinition of Common Elements.*** Any amendments to the Master Deed for the purpose of expanding the Project shall contain such further delineations of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendment. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the Area of Future Development, and to provide access to any Unit that is located on, or planned for the Area of Future Development from the roadways and sidewalks located in the Project.

Section 6.6 ***Consolidating Master Deed.*** If the Project is expanded, a Consolidating Master Deed shall be recorded pursuant to the Act when the project is finally concluded as determined by the Developer, in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

Section 6.7 ***Consent of Interested Persons.*** All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to all amendments to this Master Deed prepared by the Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of existing Units which the Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint the

Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be effected without the necessity of re-recording the entire Master Deed or the exhibits hereto and may incorporate by reference all or any portion of this Master Deed and exhibits.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 7.1 ***Right to Contract.*** As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of thirty-six (36) Units on the land described in Article II hereof. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than described above and to withdraw from the Project all or some portion of the land described in Article II hereof, including portions of the Project labeled on Exhibit B as "must be built". Developer reserves the right to use all or a portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project or projects, or any other form of development or retain some as vacant land. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by Developer in its sole judgment, subject to approval of Hartland Township. In no event shall the number of Units be less than two (2).

Section 7.2 ***Amendment of Master Deed.*** Any contraction in size of this Condominium Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of 100% for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 7.3 ***Redefinition of Common Elements.*** Any amendments to the Master Deed pursuant to Section 7.2 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, save and provide access to the Units in the Condominium Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VII, including, but not limited to, the connection of roadways, sidewalks, and walkways that may be located on, or planned for the area which is withdrawn for the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways, sidewalks, and walkways located in the Project.

Section 7.4 ***Consent of Interested Parties.*** All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VII and to any

proportionate reallocation of percentages of value of Units which Developer determined are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all of any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VIII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS AND LIMITED COMMON ELEMENTS

Notwithstanding anything to the contrary contained in this Master Deed or the Bylaws, the Units and Common Elements in the Project may be consolidated, modified and the boundaries relocated, in accordance with Section 48 of the Act and this Article VII. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded Amendment or Amendments to this Master Deed.

Section 8.1 ***Modification of Units.*** Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Development and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to the requirements of Hartland Township and any governmental authority having jurisdiction over the Project, and further subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 8.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all or some Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 10.1 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 8.2 ***Consolidation or Relocation of Units.*** During the Development and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of Hartland Township and any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more

amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 8.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 8.3 ***Limited Common Elements.***

(a) ***Assignment.*** Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VIII or for other purposes.

(b) ***Amendment of Master Deed and Subdivision Plan.*** The exercise of any of Developer's rights under this Section 8.3 with respect to any Limited Common Element area shall be effective upon the recordation of one of more amendments to this Master Deed in a form satisfactory to Developer, in its sole discretion. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Section 8.3, if any, and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 8.4 ***Right to Construct Amenities.*** Developer reserves the right to construct and/or remove various amenities, including, by way of example, entranceway monuments, detention pond areas, landscaping features, fences, walls, benches, tables, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements (the foregoing amenities

shall be collectively referred to as the "Amenities"). If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE IX

EASEMENTS

Section 9.1 ***Easement For Maintenance of Encroachments.*** In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for such encroachment, and for the maintenance, repair and restoration of the encroaching property. In the event of damage or destruction, there shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance, repair and restoration of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 9.2 ***Easements Retained by Developer.***

(a) Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, operate, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, water, sanitary sewer, storm sewer, gas, telephone, electrical, and telecommunications improvements, for the purpose of servicing any portion of the Area of Future Development and/or any portion of the Project which is withdrawn in accordance with Article VII above. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.2(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance.

(b) Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Development and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, sidewalks, water mains, sanitary sewers, storm drains, detention basins, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the

recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

(c) Developer reserves for itself, its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, an easement and right of use over all roadways and walkways in the Condominium Project, for the purpose of providing vehicular and pedestrian access to and from the Area of Future Development to the public roads which are adjacent to the Project.

Section 9.3 ***Grant of Easements by Association.*** The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Development and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefitted or burdened thereby.

Section 9.4 ***Easements for Maintenance, Repair and Replacement.*** Developer, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to maintain, repair and/or replace any water shut off valve and/or to inspect the improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Development and Sales Period) and thereafter by the Association.

Section 9.5 ***Telecommunications Agreements.*** The Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the

privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association. Notwithstanding the foregoing, Developer shall be entitled to receive a fee for such service during the Development and Sales Period.

Section 9.6 ***Reciprocal Easements.*** In the event any portion of the Project is withdrawn in accordance with Article VII above, Developer reserves for the Co-owners and the owners/tenants of the buildings contained within the area withdrawn, their respective licensees, invitees, visitors and guests, permanent and non-exclusive reciprocal easements over, under, across and through the roadways, sidewalks, water mains, sanitary sewers, septic areas, storm drains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utility lines located within the Condominium Premises, for the purpose of: (i) providing common vehicular and pedestrian ingress and egress to and from the Condominium Premises, the area withdrawn, and the public road which serves the Condominium Premises; (ii) operating, maintaining, repairing, and replacing the common storm drainage system which accommodates the discharge and runoff of storm drainage from the Condominium Premises and the area withdrawn; and (iii) operating, maintaining, repairing, and replacing the public and private utilities which service the Condominium Premises. The Association shall be responsible for the maintenance, repair and replacement of the roadways, sidewalks, water mains, sanitary sewers, storm drains, electric lines, telephone lines, gas mains, cable television and other telecommunication lines, and other public and private utility lines located within the Condominium Premises, which shall be expenses of the Association for administering the Project.

Section 9.7 ***Emergency Vehicle Access Easement.*** Developer reserves for the benefit of the Township and any emergency service agency, an easement over all roadways in the Condominium for use by the Township and/or emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulances and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. The foregoing easement shall in no way be construed as a dedication of any roadways to the public.

Section 9.8 ***Association Assumption of Obligations.*** The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.9 ***Termination of Easements.*** Developer reserves the right, during the Development and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

Section 9.10 ***Existing Easements.*** The following easements have been recorded as of the date of this Master Deed and are for the benefit of the Project.

(a) The Drainage Easement contained in the Master Deed for Cobblestone Preserve Site Condominium, recorded at Liber 2823, Page 383, Livingston County Records.

(b) The Sanitary Sewer Easement contained in the Declaration of Sanitary Sewer Easement dated May 7, 2002, and recorded at Liber 3446, Page 670, Livingston County Records. The Declaration of Sanitary Sewer Easement provides that Developer/Declarant has the right to terminate the Sanitary Sewer Easement at such time as all Units benefitted by it are adequately served by municipal sanitary sewer service.

(c) The Storm Water Drainage Easement contained in the Declaration of Storm Water Drainage Easement dated May 7, 2002, and recorded at Liber 3446, Page 661, Livingston County Records.

(d) The Detroit Edison Underground Easement (Right of Way) No. R-400235-25, executed in favor of Detroit Edison, Ameritech, Consumers Energy and Comcast, dated March 27, 2002, and recorded at Liber 3377, Page 710, Livingston County Records.

Any expenses chargeable to the owner of the Condominium Premises pursuant to the foregoing easements shall be an expense of administration paid by the Association and assessed to Co-owners according to Percentages of Value on the same manner as other Association expenses.

ARTICLE X

AMENDMENT

This Master Deed, the Bylaws (Exhibit A to this Master Deed) and the Condominium Subdivision Plan (Exhibit B to this Master Deed) may be amended with the consent of two-thirds (2/3) of the Co-owners, except as hereinafter set forth:

Section 10.1 ***Co-owner Consent.*** Except as otherwise specifically provided in this Master Deed or Bylaws, no Unit dimension may be modified in any material respect without the consent of the Co-owner and mortgagee of such Unit, nor may the nature or extent of any Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material respect without the written consent of the Co-owner and mortgagee of any Unit to which such Limited Common Elements are appurtenant, except as otherwise expressly provided to the contrary in this Master Deed or Bylaws.

Section 10.2 ***By Developer.*** In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments required by governmental authorities, or for the purpose of facilitating conventional mortgage loan financing

for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by any public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 10.3 ***Change in Value of Vote, and Percentages of Value.*** The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without such consent, except as provided in Article V, Article VI, Article VII or Article VIII of this Master Deed.

Section 10.4 ***Mortgagee Approval.*** Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association of Co-Owners, to amend this Master Deed and the Condominium Documents without the approval of any mortgagee, unless the amendment would materially alter or change the rights of a mortgagee (as defined in the Act), in which event the approval of two-thirds (2/3) of the votes of mortgagees of Units who held a duly recorded mortgage or a duly recorded assignment of a mortgage against a Unit on the date on which the proposed amendment to the Master Deed is approved by the requisite majority of the Co-owners, shall be required for such amendment. Each mortgagee entitled to vote shall have one (1) vote for each Unit subject to a mortgage. Notwithstanding any provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

(a) Termination of the Condominium Project.

(b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.

(c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.

(d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.

(e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.

(f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

Section 10.5 ***Termination, Vacation, Revocation or Abandonment.*** The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of eighty (80%) percent of all Co-owners.

Section 10.6 ***Developer Approval.*** During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer. If the Association amends the Condominium Documents on its own initiative, with

Developer approval, the Association shall pay for the cost of amending such Condominium Document(s), including reasonable attorneys' fees.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

Developer, its successors and assigns, agents and employees may maintain offices and models within Units, and parking, storage areas and other facilities within the Condominium Project as it deems necessary to facilitate the development lease and/or sale of the Project. Developer shall have such access to, from and over the Project as may be reasonable to enable the development and sale of the Condominium Project. Developer shall reasonably restore the facilities utilized by Developer upon termination of such use.

ARTICLE XII

ASSIGNMENT

Any or all of the rights and powers granted or reserved to 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 Developer to and assumed by 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 Livingston County Register of Deeds.

ARTICLE XIII

RIGHT OF FIRST REFUSAL

During the Development and Sales Period, Developer shall have a right of first refusal to purchase any Units, which right of first refusal shall be binding upon every Co-owner, his/her successors and assigns. Any Co-owner who wishes to offer his/her Unit for sale shall notify Developer in writing of his/her intent to market the Unit for sale. In the event any Co-owner receives a third party offer for his/her Unit which, but for this right of first refusal, such Co-owner would otherwise accept, the Co-owner shall provide Developer with a copy of such offer (the "Third Party Offer"). Developer shall have four (4) business days following its receipt of the Third Party Offer to notify the Co-owner whether it elects to purchase the Unit. If Developer elects to purchase the Unit, it will do so under substantially the same terms and conditions as are contained in the Third Party Offer. If Developer does not provide the Co-owner of its election within the foregoing four (4) business day period, the Co-owner may proceed to sell its Unit pursuant to the Third Party Offer. Notwithstanding the foregoing, if the Co-owner does not subsequently close on the sale of the Unit pursuant to the Third Party Offer, Developer's right of first refusal shall be reinstated.

SIGNATURES ON THE FOLLOWING PAGE

WITNESSES:

Lynell McKay

Susan M. Viers

Wil-Pro Development Company, L.L.C.,
a Michigan limited liability company

By: Marshall Blau
Marshall Blau, President
Progressive Properties, Inc.,
a Michigan corporation
Its: Member

By:
David L. Willacker, President
Woodstream Development Company, Inc.,
a Michigan corporation
Its: Member

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of July, 2002, by Marshall Blau, as President of Progressive Properties, Inc., member of Wil-Pro Development Company, L.L.C., a Michigan limited liability company, on behalf of said company.

My commission expires May 22, 2004

Susan M. Viers, Notary Public
Oakland County, Michigan

STATE OF MICHIGAN)
)ss
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 10th day of July, 2002, by David Willacker, as President of Woodstream Development Company, Inc., member of Wil-Pro Development Company, L.L.C., a Michigan limited liability company, on behalf of said company.

My commission expires May 22, 2004

Susan M. Viers, Notary Public
Oakland County, Michigan

DRAFTED BY:
Joseph W. Lash, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
(248) 353-7620

WHEN RECORDED, RETURN TO:
Marshall Blau
Wil-Pro Development Company, L.L.C.
19100 W. Ten Mile Road, Suite 204
Southfield, Michigan 48075
(248) 358-2210

EXHIBIT "A"

CONDOMINIUM BYLAWS

HARTLAND COMMERCE CENTER

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1.1 ***Formation; Membership.*** Hartland Commerce Center, a Condominium Project located in the Township of Hartland, Livingston County, Michigan, shall be administered by the Hartland Commerce Center Association, a Michigan non-profit corporation (the "Association"). The Association shall be responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Condominium Bylaws referred to in the Master Deed and required by Section 53 of the Act and the Association Bylaws provided for under the Michigan Non-profit Corporation Act, as amended. Each Co-owner shall be a member in the Association and no other person or entity shall be entitled to membership. Co-owners are sometimes referred to as "Members" in these Bylaws. A Co-owner's share of the Association's funds and assets cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Condominium Project, all of which shall be available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Section 1.2 ***Definitions.*** Capitalized terms used in these Bylaws without further definition shall have the meanings given to such terms in the Master Deed or the Act, unless the context dictates otherwise.

Section 1.3 ***Conflicts of Terms and Provisions.*** In the event there exists any conflict among the terms and provisions contained within the Master Deed or these Bylaws, the terms and provisions of the Master Deed shall control.

ARTICLE II

ASSESSMENTS

Section 2.1 ***Assessments Against Units and Co-owners.*** All expenses arising from the management, administration and operation of the Association in accordance with the authorizations and responsibilities prescribed in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners thereof, in accordance with the provisions of this Article II.

Section 2.2 ***Assessments for Common Elements.*** All costs incurred by the Association to satisfy any liability or obligation arising from, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2.3 ***Determination of Assessments.*** Assessments shall be determined in accordance with the following provisions:

(a) ***Budget.*** The Board of Directors of the Association shall establish an annual budget ("Budget") in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. A reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements, (3) to provide additions to the Common Elements not to exceed Fifteen Thousand and 00/100 ($15,000.00) Dollars, in the aggregate, annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to

the provisions of Section 5.2 below. 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 its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) ***Special Assessments.*** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements in excess of Fifteen Thousand and 00/100 ($15,000.00) Dollars, in the aggregate, annually, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing two-thirds (2/3rds) or more of the combined percentage of value of all Units within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

(c) ***Remedial Assessments.*** If any Co-owner fails to properly maintain or repair his Unit in accordance with the provisions of Article VI, which failure, in the opinion of the Board of Directors adversely affects the appearance of the Condominium Project as a whole, or the safety, health or welfare of the other Co-owners of the Condominium Project, the Association may, following notice to such Co-owner, take any actions reasonably necessary to maintain or repair or the Co-owner's Unit, and an amount equal to one hundred fifty (150%) percent of the cost thereof shall be assessed against the Co-owner of such Unit.

Section 2.4 ***Apportionment of Assessments and Penalty for Default.*** Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in advance in twelve (12) equal monthly installments. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed Twenty-Five and 00/100 ($25.00) Dollars per month, together with interest at a rate established by the Association's Board of Directors which shall not exceed the maximum rate allowed by law, shall be assessed automatically by the Association upon any assessments in default for seven (7) or more days until the assessment installment together with the applicable late charges and accrued interest are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on

such assessment installments; and third, to the assessment installments in default in the order of their due dates, commencing with the installment most delinquent.

Section 2.5 ***Waiver of Use or Abandonment of Units.*** No Co-owner may exempt himself from liability for his assessment obligations by waiving the use or enjoyment of any of the Common Elements or by abandoning his Unit.

Section 2.6 ***Liens for Unpaid Assessments.*** The sums assessed by the Association which remain unpaid, including but not limited to, regular assessments, special assessments, assessments under Section 2.10 of these By-laws, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale of such Unit or Units. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year in which the assessment, fine or late charge relates and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section 2.6 and Section 108 of the Act.

Section 2.7 ***Enforcement.***

(a) ***Remedies.*** In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent assessments by a suit at law or by foreclosure on the statutory lien that secures payment of assessments. In the event any Co-owner defaults in the payment of any annual assessment installment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year to be immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association until the default is cured; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit or other improvements constructed thereon. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Section 18.4 of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) ***Foreclosure Proceedings.*** Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. EACH CO-OWNER OF A UNIT IN THE PROJECT ACKNOWLEDGES THAT AT THE TIME OF ACQUIRING TITLE TO SUCH UNIT, HE REVIEWED THE PROVISIONS OF THIS SUBPARAGRAPH AND HE VOLUNTARILY,

INTELLIGENTLY AND KNOWINGLY WAIVED NOTICE OF ANY PROCEEDINGS BROUGHT BY THE ASSOCIATION TO FORECLOSE ANY ASSESSMENT LIENS BY ADVERTISEMENT AND WAIVED THE RIGHT TO A HEARING PRIOR TO THE SALE OF THE APPLICABLE UNIT.

(c) ***Notices of Action.*** Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within seven (7) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Livingston County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the seven (7) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) ***Expenses of Collection.*** The expenses incurred by the Association 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, shall be chargeable to the defaulting Co-owner and shall be secured by a lien on his Unit.

Section 2.8 Liability of Mortgagees. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, and any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrued prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of assessments or charges resulting from a pro rata reallocation of assessments or charges to all Units including the mortgaged Unit).

Section 2.9 Developer's Responsibility for Assessments. Developer, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to Units owned by Developer and occupied by a tenant of Developer. In addition, in the event Developer is selling a Unit by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for roadway and utility maintenance, landscaping, sign lighting and snow removal,

but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to occupied Units that are owned by Developer. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs. This Section 2.9 shall apply to any Units which have been repurchased by Developer pursuant to Developer's right of first refusal set forth in Article XIII of the Master Deed.

Section 2.10 ***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. The Association will pay no real estate taxes. However, if the real property tax bills have not been split into separate tax bills for each Condominium Unit by the local tax assessor, the Association may be required to pay real estate taxes on certain Units, which taxes may then be assessed against the Co-owners of such Units. In the event the real estate taxes become an Association expense, the Association may elect to assess the applicable Co-owners for an amount equal to that Co-owner's percentage of value share of the real estate taxes with respect to the Condominium.

Section 2.11 ***Personal Property Tax Assessment of Association Property.*** The Association shall be assessed as the entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 2.12 ***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.

Section 2.13 ***Statement as to Unpaid Assessments.*** The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien recorded pursuant to Section 2.7, have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

Section 2.14 Water and Sanitary Sewer Special Assessment Districts. The Project will initially be serviced by a well and septic system. A special assessment district ("SAD") may be established which will provide water and sanitary sewer service to the Project. In the event the SAD is established subsequent to a Co-owner taking title to a Unit, such Co-owner shall be required to connect to and utilize such water and sanitary sewer service, and be responsible for the SAD which is assessed against such Co-owner's Unit. **DEVELOPER HAS NO CONTROL OVER WHETHER HARTLAND TOWNSHIP WILL ESTABLISH A SPECIAL ASSESSMENT DISTRICT FOR THE PROVISION OF WATER AND SANITARY SEWER SERVICE. ACCORDINGLY, DEVELOPER MAKES NO REPRESENTATION OR WARRANTY REGARDING THE LIKELIHOOD THAT HARTLAND TOWNSHIP WILL ESTABLISH A SPECIAL ASSESSMENT DISTRICT FOR THE PROVISION OF WATER AND SANITARY SEWER SERVICE.**

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

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

Section 3.1 Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than ten (10) days before the date of the meeting and shall include the following information:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:

(1) it is in the best interests of the Association to file a lawsuit;

(2) that at least one (1) member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the defendant(s) on behalf of the Association, without success;

(3) litigation is the only prudent, feasible and reasonable alternative; and

(4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

(b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including, without limitation, the number of years the litigation attorney has practiced law.

(c) The litigation attorney's written estimate of the amount of the Association's likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.

(d) The litigation attorney's written estimate of the cost of the civil action through a trial on the merits of the case ("total estimated cost"). The total estimated cost of the civil action shall include the litigation attorney's expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.

(e) The litigation attorney's proposed written fee agreement.

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.6 of this Article III.

Section 3.3 ***Independent Expert Opinion.*** If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.4 ***Fee Agreement with Litigation Attorney.*** The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless

the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 3.5 ***Co-Owner Vote Required.*** At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of two-thirds (2/3rds) in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least three (3) days prior to the litigation evaluation meeting.

Section 3.6 ***Litigation Special Assessment.*** All legal fees incurred in pursuit of any civil action that is subject to this Article III shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.7 ***Attorney's Written Report.*** During the course of any civil action authorized by the Co-owners pursuant to this Article III, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").

(b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.

(c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.

(d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.

(e) Whether the originally estimated total cost of the civil action remains accurate.

Section 3.8 ***Monthly Board Meetings.*** The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

(a) the status of the litigation;

(b) the status of settlement efforts, if any; and

(c) the attorney's written report.

Section 3.9 ***Changes in the Litigation Special Assessment.*** If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.10 ***Disclosure of Litigation Expenses.*** The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV

INSURANCE

Section 4.1 ***Extent of Coverage.*** The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by Developer or the Association in its discretion), officers' and directors' liability insurance and worker's compensation insurance, if applicable, and other insurance the Association may deem applicable, desirable or necessary pertinent to the ownership, use and maintenance of the Common Elements and such insurance, shall be carried and administered in accordance with the following provisions:

(a) ***Responsibilities of the Association and the Co-owners.*** All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner should obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate for his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere in the Condominium Project and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expenses in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.

(b) ***Insurance of Common Elements and Fixtures.*** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing

commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds fail, for some reason, to be equal to the total cost of replacement). Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, appliances, equipment and trim within the Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Township (or such replacements thereof as to not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, appliances, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that their replacement cost exceeds the original cost of such standard items) whether installed originally by Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless specifically agreed in writing between the Association and the Co-owner. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request, during normal business hours, so that Co-owners shall be enabled to judge the adequacy of coverage and at a properly constituted Association meeting, to request the Board to change the nature and extent of any applicable coverages. Upon each annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

(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 Co-owners and their mortgagees, as their interest 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 retained by the Association and applied for such repair or reconstruction.

Section 4.2 ***Authority of Association to Settle Insurance Claims.*** Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto. Without limiting the foregoing, the Association shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect insurance proceeds and to distribute the same to the Association, the Co-owners and their respective mortgagees, as their interests may appear (subject always to the Condominium Documents), and/or to utilize said proceeds for required repairs or reconstruction, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to accomplish the

foregoing purposes. The Association shall pay all costs and/or fees due and owing to any insurance agent or management agent representing the Association with respect to any insurance claim.

Section 4.3 ***Waiver of Subrogation.*** The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.4 ***Indemnification.*** Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.4, if required by the Association, or if required by Developer during the Development and Sales Period. This Section 4.4 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 5.1 ***Determination of Construction or Repair.*** If any part of the Condominium Premises shall be damaged, the determination of whether or not to reconstruct or repair the damaged property shall be made in the following manner:

(a) ***Partial Damage.*** If the damaged property is a Common Element or a Unit and if any Unit in the Condominium Project is tenantable, the property shall be rebuilt or repaired, as applicable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium Project shall be terminated.

(b) ***Total Destruction.*** If the Condominium is damaged to the extent that no Unit is tenantable, the damaged property shall not be rebuilt unless within ninety (90) days from the date of the destruction, two-thirds (2/3rds) or more of the Co-owners in value and in number agree to the reconstruction.

Section 5.2 ***Repair in Accordance with Plans and Specifications.*** Any reconstruction or repair required under this Article V shall be substantially in accordance with the Master Deed and the plans and specifications for the Project and the damaged or destroyed property shall be restored to a condition as comparable as possible to the condition existing prior to damage, unless otherwise unanimously agreed by the Co-owners.

Section 5.3 ***Co-owner Responsibility for Repair.***

(a) ***Definition of Co-owner Responsibility.*** If a Unit is partially damaged, the Co-owner shall be responsible for repairing such damage in accordance with 5.3(b) hereof. In all other cases, the Association shall be responsible for the reconstruction and repair.

(b) ***Damage to Interior of Unit.*** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the air conditioner condensing unit that services his Unit, as well as the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window treatments, interior walls, cabinets, interior fixtures, interior plumbing fixtures, interior trim, furniture, water heaters, furnaces, light fixtures and all appliances, whether free-standing or built-in. Repairing or replacing damaged window glass or screens shall be the responsibility of the Association, except in instances where the damage was caused by the conduct of the Co-owner. In the event of damage to interior walls within a Co-owner's Unit and which are covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5.4. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be jointly payable to the Co-owner and his mortgagee. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association shall promptly notify each institutional holder of a first mortgage on the applicable Unit(s) in the Condominium.

Section 5.4 ***Association Responsibility for Repair.*** Except as provided in Section 5.3 of these Bylaws and Section 4.3 of the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws.

Section 5.5 ***Timely Reconstruction and Repair.*** If any damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within sixty (60) days from the date upon which the property damage occurred.

Section 5.6 ***Eminent Domain.*** Section 133 of the Act and the following provisions shall control in the event all or a portion of the Project is subject to eminent domain:

(a) ***Taking of a Unit or Related Improvements.*** In the event all or a portion of a Unit is taken by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interest may appear. If the entire Unit is taken by eminent domain, on the acceptance of such award by the Co-owner and his mortgagee, they shall be divested of all interest in the Condominium Project.

(b) ***Taking of Common Elements.*** If there is a taking of any portion of the Condominium Project other than a Unit, the condemnation proceeds relative to

such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than two-thirds (2/3rds) in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold two-thirds (2/3rds) in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for Common Elements and any negotiated settlement approved by the Co-owners representing two-thirds (2/3rds) or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

(c) ***Continuation of Condominium After Taking.*** In the event the Condominium Project continues after a taking by eminent domain, then the remaining portion of the Condominium Project shall be resurveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Units, based upon the continuing value of the Condominium being one hundred (100%) percent. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of obtaining the signature or specific approval of any Co-owner, mortgagee or other person.

(d) ***Notification of Mortgagees.*** In the event all or any portion of a Unit in the Condominium, or all or any portion of the Common Elements is made the subject matter of any condemnation of eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium that is registered in the Association's book of "Mortgagees of Units" pursuant to Section 7.1 of these Bylaws.

Section 5.7 ***Priority of Mortgagee Interests.*** Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 6.1 ***Permitted Uses.*** No Unit in the Condominium or the Common Elements shall be used for any use other than such uses as may permitted under the zoning ordinance in effect in the Township of Hartland.

Section 6.2 ***Leasing and Rental.***

(a) ***Right to Lease.*** A Co-owner may lease the space constructed within the perimeters of his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units or any portions thereof, in its discretion, without being required to comply with this Section 6.2.

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

(1) A Co-owner, excluding the Developer or any affiliate of the Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit, together with a copy of the exact lease form that the Co-owner intends to use, for the Association's review of its compliance with the Condominium Documents.

(2) Tenants or non-owner occupants shall comply with all of the provisions of the Condominium Documents and all leases and rental agreements shall incorporate this requirement.

(3) If the Association determines that the tenant or non-owner occupant has failed to comply with the provisions of the Condominium Documents, the Association may take the following actions:

(i) The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant or occupant.

(ii) The Co-owner shall have thirty (30) days (or such additional time as may be granted by the Association if the Co-owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or occupant or advise the Association that a violation has not occurred.

(iii) If, at the expiration of the above-referenced thirty (30) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to the tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from the rental payments due to the Co-owner the amount of the arrearage and all future assessments as they fall due and shall pay such amounts directly to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 6.3 ***Alterations and Modifications.*** A Co-owner shall not make any alterations to the exterior appearance of the Unit or Building or make any modifications to the load bearing walls in the Unit or make changes in any of the General or Limited Common Elements, without the express written approval of the Board of Directors, including without limitation, exterior painting or the erection of lights, aerials, awnings, doors, windows, shutters, mailboxes, or other exterior attachments or modifications. In addition, no antennae or satellite dishes shall be installed unless the Board of Directors approves in writing the location of such antenna or satellite dish and the materials used to screen such antenna or satellite dish from the view of neighboring Units. Satellite dishes may not be installed without contacting the Condominium Association Manager to obtain a copy of the installation guidelines and to arrange a meeting with the Manager for approval of location and method of installation. A Co-owner shall not in any way restrict the Association's access to any plumbing, water line, sewer line, water line valves, water meter, irrigation system valves or any element which affects an Association responsibility in any way. If a Co-owner causes any damage to any General or Limited Common Elements or to any other Unit as a result of making any alterations (regardless of whether or not such alteration was authorized) the Co-owner shall be responsible for the cost of repairing any damages caused by the Co-owner, his agents or contractors. If necessary for providing access to any General or Limited Common Elements or other facilities that the Association has the right or obligation to maintain, repair or restore, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or reinstalling any such materials. Co-owners that own two or more contiguous Units may remove and relocate interior walls within the Unit, excluding load bearing walls, without obtaining the Association's consent, provided that (a) the Co-owner shall be responsible for the cost of repairing any damage caused by the Co-owner, his agents or contractors during such alterations, and (b) the Co-owner shall not remove or relocate any demising walls between the Units unless an amendment to the Master Deed has been recorded in accordance with Section 8.2 of the Master Deed.

Section 6.4 ***Changes in Common Elements.*** Except as provided in Section 6.3 above with respect to the Developer, no Co-owner shall make changes in any of the Common Elements without the express written approval of the Board of Directors of the Association.

Section 6.5 ***Activities.*** No immoral, improper, unlawful or offensive activity shall be carried on within any Unit or the improvements thereon or upon the Common Elements, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or within any Unit or the improvements thereon at any time. No flammable, explosive or hazardous materials may be stored within a Unit or the improvements thereon which is inconsistent with the permitted uses of such Unit as set forth in Section 6.1 above, without the written consent of the Association, which consent shall not be unreasonably withheld. No Co-owner shall do or permit anything to be done or

keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved.

Section 6.6 ***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 duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium.

Section 6.7 ***Common Element Maintenance.*** Sidewalks, landscaped areas, driveways, roads, and parking areas 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 Co-owner may leave personal property of any description unattended on or about the Common Elements.

Section 6.8 ***Vehicles.*** No house trailers, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers, recreational vehicles or vehicles other than automobiles or commercial vehicles reasonably related to the business of a Co-owner may be parked or stored upon the Condominium Premises. The Association may designate parking areas for various types of vehicles. Commercial vehicles and trucks not reasonably related to the business of a Co-owner shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Common driveway areas, if any, shall not be blocked for loading and unloading. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis. No automobile or commercial vehicle may be parked overnight upon the Condominium Premises, unless said automobile or commercial vehicle is owned or leased by a Co-owner and is properly licensed and maintained; provided, however, the Association may impose additional rules and regulations on the overnight parking of automobiles and commercial vehicles at the Condominium Premises in the future.

Section 6.9 ***Weapons.*** No Co-owner shall use or permit the use by any occupant, agent, employee, invitee or guest of any firearms or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises; provided, however, that duly licensed armed guards provided by a reputable guard service may be permitted with the prior written consent of the Association.

Section 6.10 ***Signs and Advertising.*** No signs, including "For Sale" signs, notices, placards, posters or other advertising devices shall be exhibited, inscribed, painted or affixed by any Co-owner (except Developer) to the exterior of any Unit or the building or other improvements thereon, or to the Common Elements, without the prior written consent of the Developer or Association; provided, however, that each Co-owner shall have the right to place, for identification purposes only, (i) one sign on the front of each Unit in the area designated by Developer for such sign, and (ii) a sign on the rear service door of each Unit which shall not exceed four inches in height. No signs shall be allowed on the front door of any Unit. In all cases the design, content and location of any signs shall be subject to the prior written approval of the Developer or Association in its sole discretion, it being the intent of the Developer to preserve the architectural uniformity of the Project, and, if

necessary, the approval of the Township of Hartland. The care and maintenance of all signs shall be a cost and obligation of the Co-owner of the Unit to which such sign pertains, unless otherwise agreed to in a written instrument executed by the particular Co-owner and the Association. Notwithstanding the foregoing, the Developer shall install one sign designating the name of the Project, the care and maintenance of which shall be a cost and obligation of the Association unless otherwise agreed to in a written instrument executed by the particular Co-owner and the Association.

Section 6.11 ***Rules and Regulations.*** It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be adopted and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of greater than two-thirds (2/3rds) of the Co-owners in value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting.

Section 6.12 ***Landscaping.*** No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association. Every effort must be made by Co-owners and their contractors to preserve and prevent damage to the existing topography, trees and vegetation. No trees, other than those within the actual building construction lines and parking areas, shall be removed without the prior written consent of Developer. The site plan must clearly indicate the extent of existing topography to be changed and existing trees and vegetation to be removed.

Section 6.13 ***Maintenance.*** Each Co-owner shall maintain the interior of his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair and/or restoration of any damage to any Common Elements or damage to any other Co-owner's Unit resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration, together with the amount of any insurance deductible which applies to such repair and restoration.

Section 6.14 ***Reserved Rights of Developer.***

(a) ***Developer's Rights In Furtherance of Development and Sales.*** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right, during the Construction and Sales Period, to maintain

a sales office, a business office, a construction office, model units, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer upon its termination of use.

(b) ***Enforcement of Bylaws.*** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a commercial/industrial community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.14 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 7.1 Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within sixty (60) days.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 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 7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit 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.

Section 7.4 Notice to Association. The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Corporation and Securities Bureau, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall, not less than ten (10) days before commencement of the judicial action, give notice to the Association of its intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the

mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage.

ARTICLE VIII

VOTING

Section 8.1 ***Vote.*** Except as otherwise specifically provided in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned. With respect to those Sections of these Bylaws which require votes to be cast on a percentage of value basis, each Co-owner's Unit shall be assigned the number votes proportionate to the percentage of value pertaining to such Co-owner's Unit.

Section 8.2 ***Eligibility to Vote.*** No Co-owner, other than Developer, shall be entitled to vote at any meeting of the Association until he has presented to the Association evidence that the Co-owner owns a Unit. Except as provided in Section 11.2 of these Bylaws, no Co-owner, other than Developer, shall be entitled to vote prior to the date of the First Annual Meeting of Members held in accordance with Section 11.2. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 8.3 below or by a proxy given by such individual representative. Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of Members and shall be entitled to vote during such period notwithstanding the fact that Developer may own no Units at some time or from time to time during such period. At the First Annual Meeting, and thereafter, Developer shall be entitled to vote for each Unit which it owns.

Section 8.3 ***Designation of Voting Representative.*** Each Co-owner shall file with the Association a written notice 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 the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 ***Quorum.*** The presence in person or by proxy of Co-owners representing thirty-five (35%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) 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

said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 ***Voting.*** Votes may be cast in person or by proxy 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 8.6 ***Majority.*** When an action is to be authorized by vote of the Co-owners of the Association, the action must be authorized by a majority of the votes cast at a meeting duly called for such purpose, unless a greater percentage vote is required by the Master Deed, these Bylaws or the Act.

ARTICLE IX

MEETINGS

Section 9.1 ***Place of Meeting.*** Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Co-owners as may be designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with generally recognized rules of parliamentary procedure, which are not in conflict with the Condominium Documents or the laws of the State of Michigan.

Section 9.2 ***First Annual Meeting.*** The First Annual Meeting of members of the Association may be convened by Developer in its discretion at any time prior to the date the First Annual Meeting is required to be convened pursuant to this Section 9.2. The First Annual Meeting must be held: (i) within one hundred twenty (120) days following the conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of all Units that may be created; or (ii) fifty-four (54) months from the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit, whichever is the earlier to occur. Developer may call meetings of Members for informative or other appropriate purposes prior to the First Annual Meeting of Members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days written notice thereof shall be given to each Co-owner's individual representative. The phrase "Units that may be created" as used in this Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

Section 9.3 ***Annual Meetings.*** Annual meetings of Association Members shall be held not later than September 30 of each succeeding year following the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At each annual meeting, the Co-owners shall elect members of the Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other Association business as may properly come before them.

Section 9.4. ***Special Meeting.*** The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least thirty-five (35%) percent of the votes of all Co-owners qualified to vote (based upon one vote per Unit). 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 9.5 ***Notice of Meetings.*** The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting, except for a Litigation Evaluation Meeting which notice requirements are prescribed in Article III. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

Section 9.6 ***Adjournment.*** If any meeting of Co-owners cannot be held because a quorum is not in attendance, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. When a meeting is adjourned to another time or place, it is not necessary to give notice of the adjourned meeting if the time and place to which the meeting is adjourned are announced at the meeting at which the adjournment is taken and only such business is transacted at the adjourned meeting as might have been transacted at the original meeting. However, if after the adjournment, the Board of Directors fixes a new record date for the adjourned meeting, a notice of adjourned meeting shall be given to each Co-owner or Co-owner's individual representative.

If a meeting is adjourned in accordance with the provisions of this Section 9.6 due to the lack of a quorum, the required quorum at the subsequent meeting shall be two-thirds (2/3rds) of the required quorum for the meeting that was adjourned, provided that the Board of Directors provides each Co-owner (or Co-owner's individual representative) with notice of the adjourned meeting in accordance with Section 9.5 above and provided further the subsequent meeting is held within sixty (60) days from the date of the adjourned meeting.

Section 9.7 ***Action Without Meeting.*** Any action required or permitted to be taken at any meeting of Members may be taken without a meeting, without prior notice and without a vote, except for litigation referenced in Article III and Article XXI, if a written consent, setting forth the actions so taken, is signed by the Co-owners (or their individual representatives) having not less than the minimum number of votes that would be necessary to authorize or take the action at a meeting at which all Co-owners entitled to vote thereon were present and voted. Prompt notice of any action that is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established in any manner Developer deems advisable. The purpose of

the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI

BOARD OF DIRECTORS

Section 11.1 ***Number and Qualification of Directors.*** The initial Board of Directors shall be comprised of three (3) Directors. At such time as legal or equitable title to fifty (50%) percent of the Units that may be created has been conveyed to non-Developer Co-owners, the Board of Directors shall be expanded to five (5) Members. All Directors elected by non-Developer Co-owners must be Co-owners, or officers, partners, members, trustees or employees of Co-owners that are entities.

Section 11.2 ***Election of Directors.***

(a) ***First Board of Directors.*** Until such time as the non-Developer Co-owners are entitled to elect one (1) of the members of the Board of Directors, Developer shall select all of the Directors, which persons may be removed or replaced by Developer in its discretion.

(b) ***Appointment of Non-developer Co-owners to Board prior to First Annual Meeting.*** Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to twenty-five (25%) percent of the Units that may be created, one (1) member of the Board of Directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to fifty (50%) percent of the Units that may be created, two (2) members of the Board of Directors shall be elected by non-Developer Co-owners. The remaining member of the Board of Directors shall be selected by Developer. When the required percentage level of conveyance has been reached, Developer shall notify the non-Developer Co-owners and request that they hold a meeting to elect the required Director. Upon certification by the Co-owners to Developer of the Director elected, Developer shall immediately appoint such Director to the Board, to serve until the First Annual Meeting of Co-owners, unless he is removed pursuant to Section 11.7 or he resigns or becomes incapacitated.

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

(1) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall elect all of the Directors on the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is

achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(2) Regardless of the percentage of Units which have been conveyed, upon the elapse of fifty-four (54) months after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit on the Project, and if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer and for which assessments are payable by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Section 11.2(b) or 11.2(c)(1) above. Application of this subsection does not require a change in the size of the Board of Directors.

(3) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii) above, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula, 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 Developer to designate one director as provided in subsection (i) above.

(4) At such time as the non-Developer Co-owners are entitled to elect all of the Directors, the Association shall elect the Directors for a specific term of years. Three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) Directors shall be elected depending upon the number of Directors whose terms expire, and the term of office of each Director shall be two (2) years. The Directors shall hold office until their successors have been elected and hold their first meeting.

Section 11.3 ***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 which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

Section 11.4 ***Specific Powers and Duties.*** In addition to the duties imposed by these Bylaws or any further duties which may be imposed by resolution of the Co-owners of the Association, the Board of Directors shall have the following powers and duties:

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

(b) To collect assessments from the Co-owners and to expend the proceeds for the purposes of the Association.

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

(d) To reconstruct or repair improvements after casualty.

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

(f) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing at least two-thirds (2/3rds) of the total percentages of value of all Co-owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 6.11 of these Bylaws.

(i) To establish such committees as the Board of Directors 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 exclusively performed by the Board.

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

Section 11.5 ***Management Agent.*** The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, 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 exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.6 ***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 Co-owners 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 Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among Directors

elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.7 ***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 elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than two-thirds (2/3rds) of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. 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. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.7.

Section 11.8 ***First Meeting.*** The first meeting of the elected Board of Directors shall be held within ten (10) days of election at a time and place fixed by the Directors at the meeting at which such Directors were elected, and no notice shall be necessary in order to legally convene such meeting, provided a majority of the Board shall be present.

Section 11.9 ***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 (2) such meetings shall be held during each fiscal year of the Association. 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 11.10 ***Special Meetings.*** Special meetings of the Board of Directors may be called by the President on three (3) days notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two (2) or more Directors.

Section 11.11 ***Quorum and Required Vote of Board of Directors.*** At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.12 ***Consent in Lieu of Meeting.*** Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of the Board of Directors. The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.13 ***Participation in a Meeting by Telephone.*** A Director may participate in a meeting by means of conference telephone or similar communications equipment by

means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.13 constitutes presence at the meeting.

Section 11.14 ***Fidelity Bonds.*** Following the Transitional Control Date, the Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.15 ***Compensation.*** The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII

OFFICERS

Section 12.1 ***Selection of Officers.*** The Board of Directors, at a meeting called for such purpose, shall appoint a president, secretary and treasurer. The Board of Directors may also appoint one or more vice-presidents and such other officers, employees and agents as the Board shall deem necessary, which officers, employees and agents shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined from time to time by the Board of Directors. Two (2) or more offices, except that of president and vice-president, may be held by one (1) person who may also be a Director. An officer shall be a Co-owner, or shareholder, officer, director, employee, member or partner of a Co-owner that is an entity.

Section 12.2 ***Term, Removal and Vacancies.*** Each officer of the Association shall hold office for the term for which he is appointed until his successor is elected or appointed, or until his resignation or removal. Any officer appointed by the Board of Directors may be removed by the Board of Directors with or without cause at any time. Any officer may resign by written notice to the Board of Directors. Any vacancy occurring in any office may be filled by the Board of Directors.

Section 12.3 ***President.*** The President shall be a Member of the Board of Directors and shall act as the chief executive officer of the Association. The President shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, subject to Section 12.1.

Section 12.4 ***Vice President.*** The Vice President shall take the place of the President and perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board of Directors.

Section 12.5 ***Secretary.*** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the Co-owners of the Association. He shall have charge of the corporate seal, if any, and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 12.6 ***Treasurer.*** The Treasurer shall have responsibility for the Association funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. He shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may, from time to time, be designated by the Board of Directors.

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 14.1 ***Records.*** The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 ***Fiscal Year.*** The fiscal year of the Association shall be an annual period ending on June 30 of each year. The Association's fiscal year may be changed by the Board of Directors in its discretion.

Section 14.3 ***Bank Accounts.*** The Association's funds shall initially be deposited in such bank or savings association as may be designated by the Directors. All checks, drafts and order of payment of money shall be signed in the name of the Association in such manner and by such person or persons as the Board of Directors shall from time to time designate for that purpose. The Association's funds may be invested from time to time in accounts or deposit certificates of such bank or savings association that are insured by the Federal Deposit Insurance Corporation of 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

Section 15.1 ***Third Party Actions.*** To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify

any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, including, without limitation, the Association's Management Agent, if any, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

Section 15.2 ***Actions In The Right Of The Association.*** To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant to or is threatened to be made a party defendant of any threatened, pending or completed action or suit by or in the right of the Association to procure a judgment in its favor by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise. Such indemnified party shall be indemnified against expenses (including actual and reasonable attorney fees) actually and reasonably incurred by him in connection with the defense or settlement of such action or suit and amounts reasonably paid in settlement if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members. Notwithstanding the foregoing, no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the Association unless and only to the extent that the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

Section 15.3 ***Insurance.*** The Association may purchase and maintain insurance on behalf of any person who is or was a Director, employee or agent of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent against any liability asserted against him and incurred by him in any such capacity or arising out of his status as such, whether or not the Association would have power to indemnify him against such liability under Sections 15.1 and 15.2. In addition, the Association may purchase and maintain insurance for its own benefit to indemnify it against any liabilities it may have as a result of its obligations of indemnification made under Sections 15.1 and 15.2.

Section 15.4 ***Expenses Of Successful Defense.*** To the extent that a person has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Sections 15.1 and 15.2, or in defense of any claim, issue, or matter therein, or to the extent such person incurs expenses (including actual and reasonable attorney fees) in successfully enforcing the provisions of this Article XV, he shall be indemnified against

expenses (including reasonable attorney fees) actually and reasonably incurred by him in connection therewith.

Section 15.5 ***Determination that Indemnification is Proper.*** Any indemnification under Sections 15.1 and 15.2 (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the person is proper under the circumstances, because he has met the applicable standard of conduct set forth in Section 15.1 or 15.2, whichever is applicable. Notwithstanding anything to the contrary contained in this Article XV, in no event shall any person be entitled to any indemnification under the provisions of this Article XV if he is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties. The determination to extend such indemnification shall be made in any one (1) of the following ways:

(a) By a majority vote of a quorum of the Board of Directors consisting of Directors who were not parties to such action, suit or proceeding;

(b) If such quorum described in (a) is not obtainable, then by a majority vote of a committee of Directors who are not parties to the action, suit or proceeding. The committee shall consist of not less than two (2) disinterested Directors; or

(c) If such quorum described in (a) is not obtainable (or, even if obtainable, a quorum of disinterested Directors, so directs), by independent legal counsel in a written opinion.

If the Association determines that full indemnification is not proper under Sections 15.1 or 15.2, it may nonetheless determine to make whatever partial indemnification it deems proper. At least ten (10) days prior to the payment of any indemnification claim which is approved, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.6 ***Expense Advance.*** Expenses incurred in defending a civil or criminal action, suit or proceeding described in Section 15.1 and 15.2 may be paid by the Association in advance of the final disposition of such action, suit, or proceeding as provided in Section 15.4 upon receipt of an undertaking by or on behalf of the person involved to repay such amount unless it shall ultimately be determined that he is entitled to be indemnified by the Association. At least ten (10) days prior to advancing any expenses to any person under this Section 15.6, the Board of Directors shall provide all Co-owners with written notice thereof.

Section 15.7 ***Former Representatives, Officers, Employees or Agents.*** The indemnification provided in the this Article XV shall continue as to a person who has ceased to be a Director, officer, employee or agent of the Association and shall inure to the benefit of the heirs, executors and administrators of such person.

Section 15.8 ***Changes in Michigan Law.*** In the event of any change of the Michigan statutory provisions applicable to the Association relating to the subject matter of this Article XV, the indemnification to which any person shall be entitled hereunder arising out of acts or omissions occurring after the effective date of such amendment shall be determined by such changed provisions. No amendment to or repeal of Michigan law with respect to indemnification shall restrict the Association's indemnification undertaking herein with respect to acts or omissions occurring prior to such amendment or repeal. The Board

of Directors are authorized to amend this Article XV to conform to any such changed statutory provisions.

ARTICLE XVI

AMENDMENTS

Section 16.1 ***By Developer.*** In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Development and Sales Period and for a period of two (2) years following the expiration of the Development and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

Section 16.2 ***Proposal.*** Amendments to these Bylaws may be proposed by the Board of Directors of the Association upon the vote of the majority of the Directors or may be proposed by one-third (1/3) or more in number of the Co-owners by a written instrument identifying the proposed amendment and signed by the applicable Co-owners.

Section 16.3 ***Meeting.*** If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws.

Section 16.4 ***Voting.*** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of two-thirds (2/3rds) or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of two-thirds (2/3rds) of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Development and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

Section 16.5 ***Effective Date of Amendment.*** Any amendment to these Bylaws shall become effective upon the recording of such amendment in the office of the Livingston County Register of Deeds.

Section 16.6 ***Binding Effect.*** A copy of each amendment to the Bylaws shall be furnished to every Member of the Association after its adoption; provided, however, that any amendment to these Bylaws that is adopted in accordance with this Article XVI shall be binding upon all persons who have an interest in the Project irrespective of whether such persons actually receive a copy of the amendment.

ARTICLE XVII

COMPLIANCE

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

accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

ARTICLE XVIII

REMEDIES FOR DEFAULT

Any default by a Co-owner of its obligations under any of the Condominium Documents shall entitle the Association or another Co-owner or Co-owners to the following relief:

Section 18.1 ***Legal Action.*** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 18.2 ***Recovery of Costs.*** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorneys' fees.

Section 18.3 ***Removal and Abatement.*** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure or condition existing or maintained in violation of the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its rights under this Section 18.3.

Section 18.4 ***Assessment of Fines.*** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for the assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the applicable Co-owner. No fine may be assessed unless rules and regulations establishing such fines have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Section 9.5 of these Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owner, and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. No fine shall exceed Twenty-Five and 00/100 ($25.00) Dollars for the second violation, Fifty and 00/100 ($50.00) Dollars for the third violation or One Hundred and 00/100 ($100.00) Dollars for any subsequent violation.

Section 18.5 ***Non-Waiver of Rights.*** The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

Section 18.6 ***Cumulative Rights, Remedies and Privileges.*** All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any of the terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative and the exercise of any one or more of such rights or remedies shall not be deemed to constitute an election of remedies, nor shall it preclude the party exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party under the Condominium Documents at law or in equity.

Section 18.7 ***Enforcement of Provisions of Condominium Documents.*** A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XIX

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action or any other matter, may be assigned by Developer to any other entity or to the Association. Any such assignment or transfer shall be made by an appropriate written instrument in which the assignee or transferee evidences its consent to the acceptance of such powers and rights. Any rights and powers reserved or retained by Developer or its successors and assigns shall expire, at the conclusion of two (2) years following the expiration of the Development and Sales Period, except as otherwise expressly provided in the Condominium Documents. The immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to Developer are intended to apply, insofar as Developer is concerned, only to Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents which shall not be terminable in any manner hereunder) and which shall be governed only in accordance with the terms of the instruments, documents or agreements that created or reserved such property rights.

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 invalidity 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.

ARTICLE XXI

ARBITRATION

Section 21.1 ***Scope and Election.*** Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties 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 shall be applicable to any such arbitration.

Section 21.2 ***Judicial Relief.*** In the absence of the election and written consent of the parties pursuant to Section 21.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances.

Section 21.3 ***Election of Remedies.*** The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article XXI shall limit the rights of the Association or any Co-owner, as described in Section 144 of the Act.

Section 21.4 ***Co-owner Approval for Civil Actions Against Developer and First Board of Directors.*** Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer - appointed Directors, for any reason, shall be subject to approval by a vote of two-thirds (2/3rds) of all Co-owners and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.

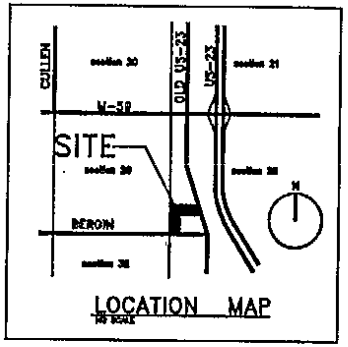
LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO 253

EXHIBIT "B" TO THE MASTER DEED OF

Hartland Commerce Center

A CONDOMINIUM

SECTION 28, T3N-R6E, HARTLAND TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN



ATTENTION: COUNTY REGISTER OF DEEDS

THE CONDOMINIUM PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND IN THE SURVEYOR'S CERTIFICATE ON SHEET 3.

DESCRIPTION

CONDOMINIUM PROJECT

PART OF THE SOUTHWEST 1/4 OF SECTION 28, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE OF SAID SECTION 28, N02°49'15"W, 438.12 FEET; THENCE N87°10'45"E, 630.46 FEET; THENCE S02°49'15"E, 444.80 FEET TO THE CENTERLINE OF BERGIN ROAD ALSO BEING THE SOUTH LINE OF SAID SECTION 28; THENCE ON SAID SOUTH LINE S87°47'11"W, 630.50 FEET TO THE POINT OF BEGINNING, CONTAINING 6.39 ACRES MORE OR LESS, SUBJECT TO BUILDING USE AND RESTRICTION REQUIREMENTS AND EASEMENTS OF RECORD, IF ANY AND THE RIGHTS OF THE PUBLIC WITHIN THE PUBLIC RIGHT OF WAY OF EXISTING BERGIN ROAD.

FUTURE DEVELOPMENT AREA:

PART OF THE SOUTHWEST 1/4 OF SECTION 28, T3N-R6E, HARTLAND TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 28; THENCE ALONG THE WEST LINE OF SAID SECTION 28, N02°49'15"W, 438.12 FEET TO THE POINT OF BEGINNING; THENCE N02°49'15"W, 906.00 FEET; THENCE N87°47'56"E, 868.13 FEET; THENCE S02°12'49"E, 15.21 FEET; THENCE N88°43'36"E, 581.94 FEET TO THE CENTERLINE OF OLD US-23(120 FEET WIDE); THENCE ON SAID CENTERLINE S20°38'51"E, 518.55 FEET; THENCE S87°47'11"W, 977.09 FEET; THENCE S02°49'15"E, 386.20 FEET; THENCE S87°10'45"W, 630.46 FEET TO THE POINT OF BEGINNING, CONTAINING 23.40 ACRES MORE OR LESS, SUBJECT TO BUILDING USE AND RESTRICTION REQUIREMENTS AND EASEMENTS OF RECORD, IF ANY AND THE RIGHTS OF THE PUBLIC WITHIN THE PUBLIC RIGHT OF WAY OF OLD US 23.

DRAWING INDEX

DEVELOPER:
WIL-PRO DEVELOPMENT CO., L.L.C.
19100 WEST TEN MILE ROAD, #204
SOUTHFIELD, MICHIGAN 48075
(248) 358-2210

CIVIL ENGINEERS:
ADVANTAGE CIVIL ENGINEERING, INC.
110 E. GRAND RIVER
HOWELL, MI. 48843
(517) 545-4141

PROPOSED DATED 4-8-2002

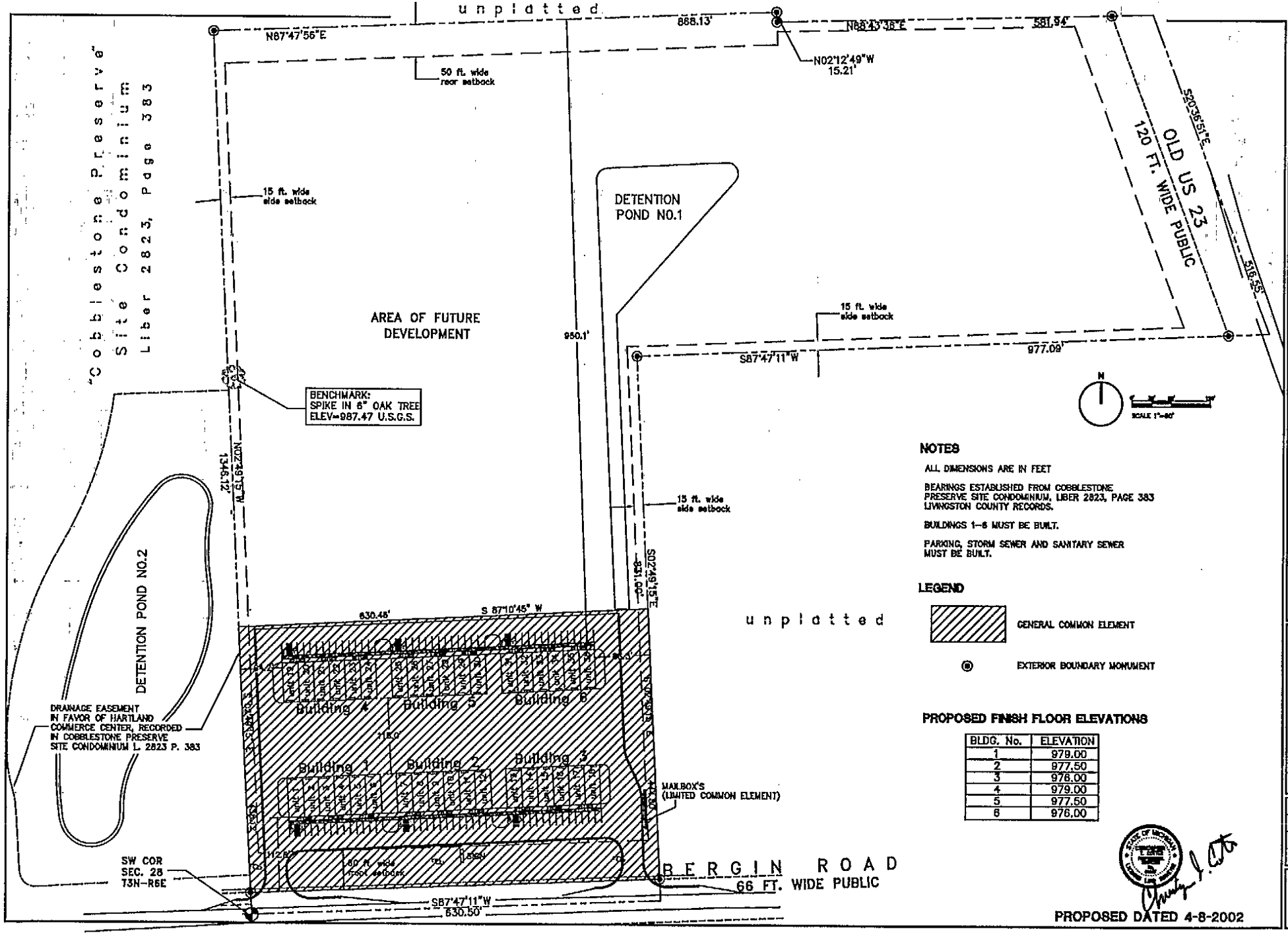
HARTLAND COMMERCE CENTER
CONDOMINIUM
COVER SHEET

DEVELOPER: WIL-PRO DEVELOPMENT CO., L.L.C. 19100 W. TEN MILE RD., #204 SOUTHFIELD, MI. 48075 (248) 358-2210

ADVANTAGE CIVIL ENGINEERING

DRAWN BY: TAH
CHECKED BY: GTB

DRAWING No. 1



N

SCALE 1"=60'

NOTES

ALL DIMENSIONS ARE IN FEET

BEARINGS ESTABLISHED FROM COBBLESTONE PRESERVE SITE CONDOMINIUM, LIBER 2823, PAGE 383 LIVINGSTON COUNTY RECORDS.

BUILDINGS 1–6 MUST BE BUILT.

PARKING, STORM SEWER AND SANITARY SEWER MUST BE BUILT.

LEGEND

GENERAL COMMON ELEMENT

EXTERIOR BOUNDARY MONUMENT

PROPOSED FINISH FLOOR ELEVATIONS

BLDG. No.	ELEVATION
1	979.00
2	977.50
3	976.00
4	979.00
5	977.50
6	976.00

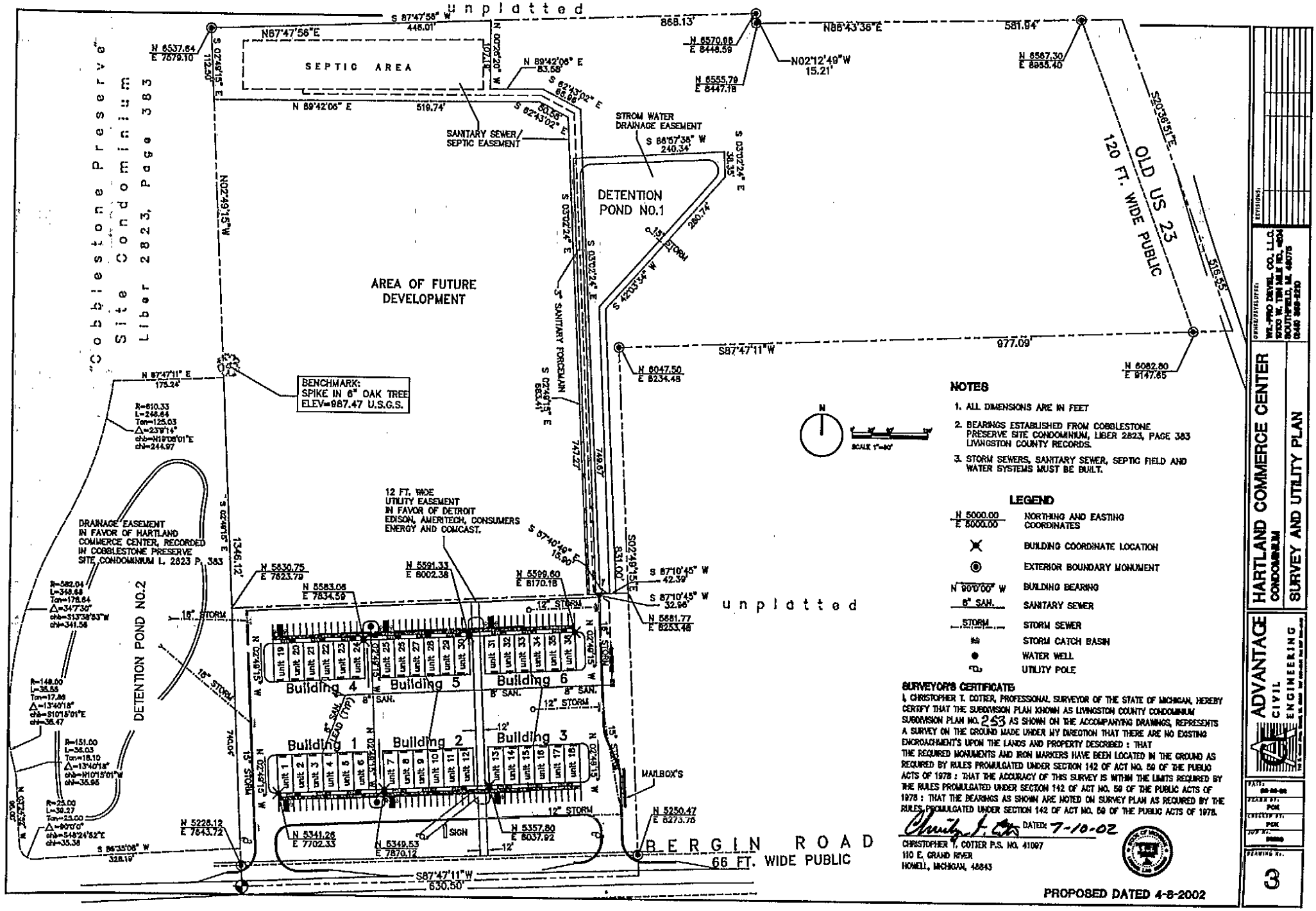
PROPOSED DATED 4-8-2002

HARTLAND COMMERCE CENTER
CONDOMINIUM
SITE PLAN

WL-PRO DEVEL. CO., L.L.C.
9520 W. TEN MILE RD., #204
SOUTHFIELD, MI. 48075
(248) 569-2210

ADVANTAGE CIVIL ENGINEERING

2



NOTES

1. ALL DIMENSIONS ARE IN FEET
2. BEARINGS ESTABLISHED FROM COBBLESTONE PRESERVE SITE CONDOMINIUM, LIBER 2823, PAGE 383 LIVINGSTON COUNTY RECORDS.
3. STORM SEWERS, SANITARY SEWER, SEPTIC FIELD AND WATER SYSTEMS MUST BE BUILT.

LEGEND

N 5000.00 / E 8000.00	NORTHING AND EASTING COORDINATES
	BUILDING COORDINATE LOCATION
	EXTERIOR BOUNDARY MONUMENT
N 90°00'00" W	BUILDING BEARING
8" SAN.	SANITARY SEWER
STORM	STORM SEWER
	STORM CATCH BASIN
	WATER WELL
	UTILITY POLE

SURVEYOR'S CERTIFICATE

I, CHRISTOPHER T. COTIER, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 253 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY DESCRIBED : THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 : THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978 : THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

DATED: 7-10-02

CHRISTOPHER T. COTIER P.S. NO. 41097
110 E. GRAND RIVER
HOWELL, MICHIGAN, 48843

PROPOSED DATED 4-8-2002

WL-PRO DEVEL, CO, L.L.C.
9700 W. TEN MILE RD., #204
SOUTHFIELD, MI. 48075
(248) 569-2210

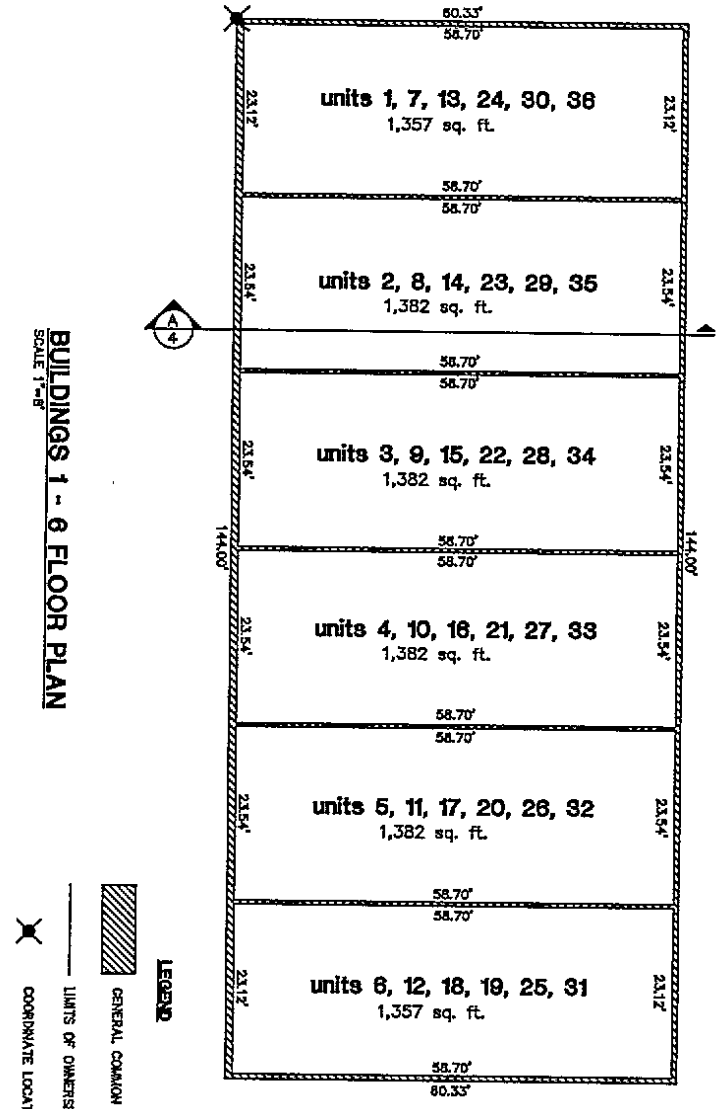
HARTLAND COMMERCE CENTER
CONDOMINIUM

SURVEY AND UTILITY PLAN

ADVANTAGE CIVIL ENGINEERING

DATE: 08-08-02
DRAWN BY: PDK
CHECKED BY: PDK
JOB NO.: 01-0000

DRAWING NO. 3



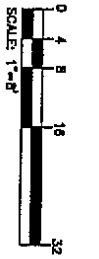
BUILDINGS 1 - 6 FLOOR PLAN
SCALE 1"=8'

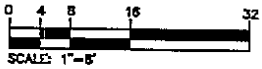
LEGEND

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

COORDINATE LOCATION





BUILDING SECTION "A"
SCALE 1"=8'

PROPOSED DATED 4-8-2002

4

ADVANTAGE CIVIL ENGINEERING

HARTLAND COMMERCE CENTER
CONDOMINIUM

BUILDING FLOOR PLAN AND SECTION

OWNER/DEVELOPER:
WIL-PRO DEVEL. CO., L.L.C.
29100 W. TEN MILE RD., #204
SOUTHFIELD, MI. 48075
(248) 569-8210

REVISIONS: