

PURCHASER INFORMATION BOOKLET

STONYRIDGE

CONDOMINIUMS



**PURCHASER INFORMATION BOOKLET
FOR
STONY RIDGE CONDOMINIUMS**

TABLE OF CONTENTS

MASTER DEED

ARTICLE I	TITLE AND NATURE	2
ARTICLE II	LEGAL DESCRIPTION	2
ARTICLE III	DEFINITIONS	3
ARTICLE IV	COMMON ELEMENTS	5
ARTICLE V	UNIT DESCRIPTION AND PERCENTAGE OF VALUE	8
ARTICLE VI	EXPANSION OF CONDOMINIUM	9
ARTICLE VII	CONVERTIBLE AREAS	12
ARTICLE VIII	EASEMENTS	13
ARTICLE IX	AMENDMENT	15
ARTICLE X	ASSIGNMENT	16

BYLAWS

ARTICLE I	ASSOCIATION OF CO-OWNERS	1
ARTICLE II	ASSESSMENTS	1
ARTICLE III	ARBITRATION	7
ARTICLE IV	INSURANCE	7
ARTICLE V	RECONSTRUCTION OR REPAIR	10
ARTICLE VI	RESTRICTIONS	13
ARTICLE VII	MORTGAGES	19
ARTICLE VIII	VOTING	19
ARTICLE IX	MEETINGS	21
ARTICLE X	ADVISORY COMMITTEE	23
ARTICLE XI	BOARD OF DIRECTORS	24
ARTICLE XII	OFFICERS	29
ARTICLE XIII	SEAL	30
ARTICLE XIV	FINANCE	30

ARTICLE XV	INDEMNIFICATION OF OFFICERS	31
ARTICLE XVI	AMENDMENTS	32
ARTICLE XVII	COMPLIANCE	33
ARTICLE XVIII	DEFINITIONS	33
ARTICLE XIX	REMEDIES FOR DEFAULT	33
ARTICLE XX	ASSESSMENT OF FINES	34
ARTICLE XXI	RIGHTS RESERVED TO DEVELOPER	36
ARTICLE XXII	SEVERABILITY	36

CONDOMINIUM SUBDIVISION PLAN

FIRST AMENDMENT TO THE MASTER DEED

THE ARBORS ASSOCIATION ARTICLES OF INCORPORATION

ARTICLE I	NAME	1
ARTICLE II	PURPOSES	1
ARTICLE III	ADDRESSES	2
ARTICLE IV	RESIDENT AGENT	2
ARTICLE V	BASIS OF ORGANIZATION AND ASSETS	2
ARTICLE VI	INCORPORATOR	3
ARTICLE VII	EXISTENCE	3
ARTICLE VIII	MEMBERSHIP AND VOTING	3
ARTICLE IX	VOLUNTEER DIRECTORS	4

DISCLOSURE STATEMENT

INTRODUCTION	1
THE CONDOMINIUM CONCEPT	2
DESCRIPTION OF THE CONDOMINIUM PROJECT	2
LEGAL DOCUMENTATION	4
THE DEVELOPER	5
OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT	5
RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND CO-OWNERS	9
PURPOSE OF DISCLOSURE STATEMENT	10

OAKLAND COUNTY TREASURERS CERTIFICATE
 HEREBY CERTIFY that there are no TAX LIENS or TITLES
 held by the state or an individual against the within description
 and all TAXES or other charges for five years previous to the
 date of this instrument appear by the records in the office
 except as stated

100 C. HUGH DOHANY

2-19-98 C. HUGH DOHANY, County Treasurer
 Sec. 135, Act 208, 1893 as amended

LIBER 18130 PAGE 117

013068

\$ 137.00 DEED

\$ 2.00 REMONUMENTATION

23 FEB 98 11:48 A.M.

RECEIPT# 138

PAID

RECORDED - OAKLAND COUNTY

LYNN D. ALLEN, CLERK/REGISTER OF DEEDS

154348054983

MASTER DEED STONY RIDGE CONDOMINIUMS

This Master Deed is made and executed on this 11th
 day of February, 1998, by MJC Stony Ridge, L.L.C., a
 Michigan limited liability company, hereinafter referred to as
 "Developer", whose post office address is 46401 Romeo Plank Road,
 Suite One, Macomb, Michigan 48044, in pursuance of the provisions
 of the Michigan Condominium Act (being Act 59 of the Public Acts
 of 1978, as amended), hereinafter referred to as the "Act".

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

NOW, THEREFORE, the Developer does, upon the recording
 hereof, establish Stony Ridge Condominiums as a Condominium
 Project under the Act and does declare that Stony Ridge Condomin-
 iums (hereinafter referred to as the "Condominium", Project" or
 the "Condominium Project") shall, after such establishment, be
 held, conveyed, hypothecated, encumbered, leased, rented, occu-
 pied, improved, or in any other manner utilized, subject to the
 provisions of the Act, and to the covenants, conditions, restric-
 tions, uses, limitations and affirmative obligations set forth in
 this Master Deed and Exhibits A and B hereto, all of which shall
 be deemed to run with the land and shall be a burden and a bene-
 fit to the Developer, its successors and assigns, and any persons
 acquiring or owning an interest in the Condominium Premises,
 their grantees, successors, heirs, personal representatives and
 assigns. In furtherance of the establishment of the Condominium
 Project, it is provided as follows:

GRECO

9001096

O.K. - RC

O.K. - MJ

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Stony Ridge Condominiums, Oakland County Condominium Subdivision Plan No. 1096. The Condominium Project is established in accordance with the Act. The buildings and Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each building contains individual Units for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element or the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II

LEGAL DESCRIPTION

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

A PART OF THE SOUTHEAST 1/4 OF SECTION 11, T. 3 N., R. 11 E., CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 86° 03'40" E. 321.41 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 11 AND S. 03° 49'17" W. 41.91 FEET FROM THE CENTER OF SECTION 11; THENCE FROM SAID POINT OF BEGINNING S. 89° 48'54" E. 130.00 FEET; THENCE 60.57 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 2,437.03 FEET, A CENTRAL ANGLE OF 01° 25'26", A CHORD LENGTH OF 60.57 FEET AND A CHORD BEARING OF S. 00° 16'57" E.; THENCE N. 89° 00'19" E. 121.39 FEET; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LETICA ROAD (86 FEET WIDE) S. 00° 30'00" E. 263.37 FEET, 125.89 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 357.83 FEET, A CENTRAL ANGLE OF 20° 09'25", A CHORD LENGTH OF 125.24 FEET AND A CHORD BEARING OF S. 09° 38'52" W., S. 19° 46'19" W. 78.78 FEET AND 97.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 486.96 FEET, A CENTRAL ANGLE OF 11° 28'49", A CHORD LENGTH OF 97.41 FEET AND A CHORD BEARING OF S. 13° 59'22" W.; THENCE 34.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39° 43'23", A CHORD LENGTH OF 33.98 FEET AND A

CHORD BEARING OF N. 51° 48'07" W.; THENCE N. 71° 39'48" W. 51.70 FEET; THENCE 61.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 100° 10'08", A CHORD LENGTH OF 53.69 FEET, A CHORD BEARING OF S. 58° 15'08" W.; THENCE N. 81° 49'56" W. 27.00 FEET; THENCE 56.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 313.50 FEET, A CENTRAL ANGLE OF 10° 19'56", A CHORD LENGTH OF 56.46 FEET AND A CHORD BEARING OF N. 13° 20'02" E.; THENCE N. 18° 30'00" E. 43.17 FEET; THENCE 13.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 915.34 FEET, A CENTRAL ANGLE OF 00° 52'32", A CHORD LENGTH OF 13.99 FEET AND A CHORD BEARING OF N. 18° 03'44" E.; THENCE N. 75° 44'59" W. 100.00 FEET; THENCE N. 03° 49'17" E. 468.75 FEET TO THE POINT OF BEGINNING CONTAINING 3.14 ACRES OF LAND.

A PART OF THE NORTHEAST 1/4 OF SECTION 11, T. 3 N., R. 11 E., CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT N. 00°31'57" E. (309.81 FEET) RECORD, 308.12 FEET MEASURED ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 11, AND ALONG THE CENTERLINE OF ROMEO ROAD (66 FEET WIDE) N. 51°41'45" E. (826.11 FEET) RECORD, 824.81 FEET MEASURED, AND S. 01° 18'03" E. 75.91 FEET FROM THE CENTER OF SAID SECTION 11; THENCE S. 01° 18'03" E. 79.44 FEET; THENCE N. 86°10'55" E. (50.83 FEET) RECORD, 50.99 FEET MEASURED TO A POINT ON THE NORTH CORNER OF LOT 142 "STONY POINTE SUB. NO. 3" RECORDED IN LIBER 220, PAGES 1 THROUGH 5 INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE WEST LINE OF SAID "STONY POINTE SUB. NO. 3" S. 32°56'58" W. 178.98 FEET, S. 01° 28'49" E. 120.00 FEET, S. 20°41'12" E. 119.10 FEET AND S. 00° 30'00" E. 235.52 FEET; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY OF THE PROPOSED SHELDON ROAD NORTH (86 FEET WIDE) 211.40 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 982.55 FEET, A CENTRAL ANGLE OF 12°19'40", A CHORD LENGTH OF 210.99 FEET, AND A CHORD THAT BEARS N. 06°35'39" W.; THENCE N. 12°45'29" W. 222.37 FEET; THENCE 286.86 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 297.50 FEET, A CENTRAL ANGLE OF 55°14'50", A CHORD LENGTH OF 275.88 FEET, AND A CHORD THAT BEARS N. 14°51'55" E. TO THE POINT OF BEGINNING CONTAINING 0.47 ACRES OF LAND.

A PART OF THE SOUTHEAST 1/4 OF SECTION 11, T. 3 N., R. 11 E., CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°33'31" W. (1,081.53 FEET) RECORD, 1,081.98 FEET MEASURED ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 11, AND N. 72°25'59" E. (764.41 FEET) RECORD, 764.12 FEET MEASURED ALONG THE CENTERLINE OF PARKDALE

ROAD (60 FEET WIDE, 1/2 WIDTH), AND 60.05 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,447.00 FEET, A CENTRAL ANGLE OF 02°22'40", A CHORD LENGTH OF 60.05 FEET, AND A CHORD THAT BEARS N. 15°15'20" W. FROM THE CENTER OF SECTION 11; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF PARKDALE ROAD (60 FEET WIDE, 1/2 WIDTH) S. 72°25'59" W. 76.64 FEET; THENCE THE FOLLOWING FOUR COURSES AND DISTANCES ALONG THE EASTERLY RIGHT-OF-WAY OF THE PROPOSED SHELDON ROAD NORTH (86 FEET WIDE) N. 61°13'38" W. 41.86 FEET AND 231.29 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 400.96 FEET, A CENTRAL ANGLE OF 33°02'59", A CHORD LENGTH OF 228.09 FEET, AND A CHORD THAT BEARS N. 03°12'17" E. AND N. 19°46'19" E. 78.78 FEET, AND 156.14 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 443.83 FEET, A CENTRAL ANGLE OF 20°09'25", A CHORD LENGTH OF 155.34 FEET, AND A CHORD THAT BEARS N. 09°38'52" E. TO A POINT ON THE WEST LINE OF "STONY POINTE SUB. NO. 3" RECORDED IN LIBER 220, PAGES 1 THROUGH 5 INCLUSIVE, OAKLAND COUNTY RECORDS; THENCE ALONG SAID WEST LINE OF "STONY POINTE SUB. NO. 3" S. 00°30'00" E. 52.76 FEET; THENCE THE FOLLOWING TWO COURSES AND DISTANCES ALONG THE WEST LINE OF "STONY POINT VILLAGE WEST", OAKLAND COUNTY CONDOMINIUM SUBDIVISION NO. PLAN NO. 813 S. 00°30'00" E. 60.23 FEET AND 342.62 FEET ALONG A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,447.00 FEET, CENTRAL ANGLE OF 13°33'59", A CHORD LENGTH OF 341.82 FEET AND A CHORD THAT BEARS S. 07°17'02" E. TO THE POINT OF BEGINNING CONTAINING 0.61 ACRES OF LAND.

Sidwell Number ptg 15-11-401-006

Reserving any portion taken, deeded or used for public road purposes and subject to all easements and restrictions of record and all governmental limitations.

ARTICLE III

DEFINITIONS

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

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

Section 2. Association. "Association" means Stony Ridge Condominiums Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

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

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

Section 5. Condominium Documents. "Condominium Documents" means and includes this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation, and rules and regulations, if any, of the Association, as all of the same may be amended from time to time.

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Stony Ridge Condominiums as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" means Stony Ridge Condominiums, a Condominium Project established in conformity with the provisions of the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe Stony Ridge Condominiums as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article VI hereof, and all Units and Common Elements therein, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Construction and Sales Period. "Construction and Sales Period" means the period commencing with the recording

of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for so long as the Developer continues to construct or proposes to construct additional Units.

Section 11. Co-owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which own one or more Units in the Condominium Project and shall include a Land Contract Vendee. The term "Owner", wherever used, shall be synonymous with the term "Co-owner".

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

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners 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 the Developer's sole discretion after 50% of the Units which may be created are sold or (b) mandatorily after the elapse of 54 months from the date of the first Unit conveyance or (c) mandatorily after 75% of all Units which may be created are sold, whichever first occurs.

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

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

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B

attached hereto, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) **Land.** The land described in Article II hereof, including roads, parking and sidewalks, if any, not identified as Limited Common Elements.

(b) **Electrical.** The electrical transmission system 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.

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

(d) **Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.

(e) **Water.** The water distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.

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

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

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

(i) **Construction.** Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels and chimneys.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, if and when constructed, described above may be owned by

the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, 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 whatever with respect to the nature or extent of such interest, if any.

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

(a) **Patios and Decks.** Each individual patio and/or deck, if any, in the Project is restricted in use to the Co-owner of the Unit which opens into such patio and/or deck as shown on Exhibit B hereto.

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

(c) **Garages and Driveways.** Each garage and adjacent driveway shall be appurtenant as a Limited Common Element to the Unit to which the number of the garage and driveway corresponds as shown on Exhibit B hereto.

(d) **Garage Doors and Openers.** The garage door and electric garage door opener for each garage having the same shall be limited in use to the Co-owner of the Unit to which such garage is appurtenant as a Limited Common Element.

(e) **Air-Conditioner Compressors.** Each air-conditioner compressor, if any, located outside any building shall be limited in use to the Co-owner of the Unit which such compressor services.

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

(g) **Windows and Doors.** Windows and doors shall be appurtenant as Limited Common Elements to the Units which they service.

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

(a) **Garage Doors and Openers.** The costs of maintenance, repair and replacement of each garage door and electric garage door opener referred to in Section 2(d) above shall be borne by the Co-owner of the Unit to which such

Limited Common Element is appurtenant.

(b) **Air-Conditioner Compressors.** The costs of maintenance, repair and replacement of each air-conditioner compressor, if any, referred to in Section 2(e) above shall be borne by the Co-owner of the Unit to which such air-conditioner compressor is appurtenant.

(c) **Windows and Doors.** The costs of maintenance, repair and replacement of all windows and doors referred to in Section 2(g) above shall be borne by the Co-owner of the Unit to which such Limited Common Elements are appurtenant.

(d) **Interior Maintenance.** The costs of decoration and maintenance (but not repair or replacement except in cases of Co-owner fault) of the interiors of garages referred to in Section 2(c) above and all surfaces referred to in Section 2(f) above shall be borne by the Co-owner of each Unit to which such Limited Common Elements are appurtenant.

(e) **Patios and Decks.** The costs of maintenance, repair and replacement of each patio and/or deck, if any, referred to in Article IV, Section 2(a) above shall be borne by the Co-owner of the Unit to which it relates. The Association shall be responsible for mowing any unenclosed patio area which consists mainly of lawn.

(f) **Other.** The costs of maintenance, repair and replacement of all General and Limited Common Elements other than as described above shall be borne by the Association, subject to any provisions of the Bylaws expressly to the contrary. In accordance with the ordinances of the City of Rochester, the Association shall also be responsible for the maintenance of the public right of way located between the boundary of the Project and the pavement of any public street (including any portions of the Project located on the east side of Letica Road North). Such maintenance shall include snow removal of any sidewalks and lawn mowing.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. **Description of Units.** Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Stony Ridge Condominiums as prepared by Zeimet Wozniak & Associates, and attached hereto as

Exhibit B. Each Unit shall include: (1) With respect to each Unit basement, all that space contained within the unpainted surfaces of the basement floor and walls and the uncovered underside of the first-floor joists, and (2) with respect to the upper floors of Units, all that space contained within the finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit B hereto and delineated with heavy outlines.

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

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. **Area of Future Development.** The Condominium Project established pursuant to the initial Master Deed of Stony Ridge Condominiums and consisting of 20 Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of approximately 96 Units. Additional Units, if any, will be constructed upon all or some portion or portions of the following described land:

A PART OF THE EAST 1/2 OF SECTION 11, T. 3 N., R. 11 E., CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT THE CORNER OF SECTION 11; THENCE N. 00° 31'57" E. 265.75 FEET ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROMEO ROAD (66 FEET WIDE) THE FOLLOWING THREE (3) COURSES AND DISTANCES N. 51° 41'45" E. 309.46 FEET, 232.48 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 298.14 FEET, A CENTRAL ANGLE OF 44° 40'35", A CHORD LENGTH OF 226.63 FEET AND A CHORD BEARING OF N. 74° 00'44" E. AND 39.98 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 95° 26'45", A CHORD LENGTH OF 35.52 FEET, A CHORD LENGTH OF 39.95 FEET AND A CHORD BEARING OF S. 09° 46'25" E.; THENCE THE FOLLOWING FOUR (4) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF LETICA ROAD (86 FEET WIDE) 39.95 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT,

SAID CURVE HAVING A RADIUS OF 383.50 FEET, A CENTRAL ANGLE OF 05° 58'10", A CHORD LENGTH OF 39.94 FEET AND A CHORD BEARING OF S. 09° 46'25" E., S. 12° 45'29" E. 222.37 FEET, 192.90 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 896.55 FEET, A CENTRAL ANGLE OF 12° 19'39", A CHORD LENGTH OF 192.53 FEET AND A CHORD BEARING OF S. 06° 35'40" E. AND S. 00° 30'00" E. 128.31 FEET; THENCE THE FOLLOWING TWELVE (12) COURSES AND DISTANCES AROUND THE "CURRENT DEVELOPMENT AREA" OF "STONY RIDGE CONDOMINIUM" S. 89° 00'19" W. 121.39 FEET, 60.57 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2,437.03 FEET, A CENTRAL ANGLE OF 01° 25'26", A CHORD LENGTH OF 60.57 FEET AND A CHORD BEARING OF N. 00° 16'57" W., N. 89° 48'54" W. 130.00 FEET, S. 03° 49'17" W. 468.75 FEET, S. 75° 44'59" E. 100.00 FEET, 13.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 915.34 FEET, A CENTRAL ANGLE OF 00° 52'32", A CHORD LENGTH OF 13.99 FEET AND A CHORD BEARING OF S. 18° 03'44" W., S. 18° 30'00" W. 43.17 FEET, 56.53 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 313.50 FEET, A CENTRAL ANGLE OF 10° 19'56", A CHORD LENGTH OF 56.46 FEET AND A CHORD BEARING OF S. 13° 20'02" W., S. 81° 49'56" E. 27.00 FEET, 61.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 100° 10'08", A CHORD LENGTH OF 53.69 FEET AND A CHORD BEARING OF N. 58° 15'08" E., S. 71° 39'48" E. 51.70 FEET AND 36.47 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 50.00 FEET A CENTRAL ANGLE OF 39° 43'23", A CHORD LENGTH OF 33.98 FEET AND A CHORD BEARING OF S. 51° 48'07" E.; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG SAID LETICA ROAD 189.76 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 486.96 FEET, A CENTRAL ANGLE OF 22° 19'36", A CHORD LENGTH OF 188.56 FEET AND A CHORD BEARING OF S. 02° 54'50" E. AND S. 28° 03'40" W. 43.23 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF PARKDALE ROAD (60 FEET WIDE, 1/2 WIDTH) S. 72° 25'59" W. 524.27 FEET; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11 AND THE EAST LINE OF "LILLIAN HILLS SUBDIVISION" RECORDED IN LIBER 2, PAGES 25 THROUGH 27 INCLUSIVE, OAKLAND COUNTY RECORDS, N. 00° 33'31" E. 1,018.85 FEET TO THE CENTER OF SAID SECTION 11 AND POINT OF BEGINNING CONTAINING 13.97 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

(hereinafter referred to as "area of future development")

Section 2. Increase in Number of Units. Therefore any other provisions of this Master Deed notwithstanding, the number of Units in the Project may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than 6 years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the construction of residential Units thereon. The location, nature, ap-

pearance, design (interior and exterior) and structural components of all such additional Units as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by the City of Rochester. All such improvements shall be reasonably compatible with existing structures in the Project, as determined by Developer in its sole discretion. No Unit shall be added to the Project that is not restricted exclusively to residential use.

Section 3. Expansion Not Mandatory. Nothing herein contained, however, shall in any way obligate Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and Developer (or its successors and assigns) may, in its discretion, establish all or a portion of said area of future development as rental development, a separate condominium project or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer 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 4. Amendment of Master Deed and Modification of Percentages of Value. Such increase in size of this Condominium Project shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

Section 5. Redefinition of Common Elements. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe, 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), 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. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by 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 7. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. Each Unit in the Project and the surface of the lands immediately adjacent to each Unit in the Project extending up to approximately 15 feet from the structure are Convertible Areas within which the individual Units may be expanded and/or reduced in size and within which the Limited Common Elements appurtenant to such Units may be constructed and/or relocated. All patio areas as shown on the Condominium Subdivision Plan attached hereto are Convertible Areas within which decks and other improvements may be constructed.

Section 2. Developer's Rights. Developer reserves the right, in its sole discretion, during a period ending no later than 6 years from the date of recording this Master Deed, to expand and/or reduce the size of individual Units, to construct and/or relocate Limited Common Elements, and to construct decks within the Convertible Areas.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on the other portion of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

Section 4. Amendment of Master Deed. Modifications within this Condominium Project shall be given effect by an appropriate amendment to the Master Deed in the manner provided by law, which

amendment shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project. Such amendment or amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe and service the Units and Common Elements being modified by such amendment. In connection with such amendment, 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.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VIII

EASEMENTS

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

Section 2. Easements Retained by Developer.

(a) **Roadway Easements.** Developer reserves for the

benefit of itself, its successors and assigns, and all future owners of the land described in Article VI (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, an easement for the unrestricted use of all roads and walkways in the Condominium for the purpose of ingress and egress to and from all or any portion of the parcel described in Article VI. All expenses of maintenance, repair, replacement and resurfacing of any road referred to in this Article shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI whose closest means of access to a public road is over such road.

(b) **Utility Easements.** Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI (including any other contiguous land the Developer hereinafter acquires) or any portion or portions thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, storm retention areas, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

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

Section 4. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to

fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

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

ARTICLE IX

AMENDMENT

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

Section 1. Co-owner Consent. No Unit dimension may be modified without the consent of the Co-owner of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified without the written consent of the Co-owner of any Unit to which the same are appurtenant.

Section 2. By Developer. Prior to 1 year after expiration of the Construction and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan 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 as do not materially affect any rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for

existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

Section 3. Change in Value of Vote, Maintenance Fee 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 like consent, except as provided in Article V, Section 6(c) of the Bylaws and except as provided in Article VI and Article VII hereof.

Section 4. Mortgagee Approval. Pursuant to Section 90(1) of the Act, the 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 approval of any mortgagee unless the Amendment would materially alter or change the rights of a mortgagee, in which event 66-2/3% of the mortgagees shall approve such Amendment, giving one vote for each mortgage held.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of 85% of all Co-owners.

Section 6. Developer Approval. This Master Deed shall not be amended nor shall the provisions hereof be modified by any other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium Project or possibility of construction of Units on the land described in Article VI hereof. No easements created under the Condominium Documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

ARTICLE X

ASSIGNMENT

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

EXHIBIT A**BYLAWS****STONY RIDGE CONDOMINIUMS****ARTICLE I****ASSOCIATION OF CO-OWNERS**

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

ARTICLE II**ASSESSMENTS**

Section 1. Assessments Against Units and Co-owners. All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Owners thereof in accordance with the following provisions.

Section 2. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising with, 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 receipt affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or the members thereof.

(b) **Special Assessments.** Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$1,000.00 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or (4) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 60% of all Co-owners in number and in value. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by any creditors of the Association or the members thereof.

Section 4. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge of 1% per month shall be assessed automatically by the Association upon any assessments in default for five or more days until installment together with the applicable late charges is paid in full. Each Co-owner (whether 1 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) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorneys' fees; second, to any interest charges and fines for late payment on

such installments; and third, to installments in default in order of their due dates.

Section 5. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. Enforcement.

(a) **Remedies.** In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 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. Further, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the 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 was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of subject Unit.

(c) **Notices of Action.** Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of a written notice that 1 or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i), the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred in collecting unpaid assessments, including 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 Co-owner in default and shall be secured by the lien on his Unit.

Section 7. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the

mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the monthly Association assessment, except with respect to completed and occupied Units that it owns. A completed Unit is one with respect to which a certificate of occupancy has been issued. An occupied Unit is one which is occupied as a residence. Developer shall independently pay all direct costs of maintaining completed Units for which it is not required to pay regular maintenance assessments and shall not be responsible for any payments whatsoever to the Association in connection with such Units. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs.

Section 9. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 11. Mechanic's Lien. A mechanic's 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 12. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied, provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing same fully enforce-

able against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV

INSURANCE

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

(a) **Responsibilities of the Co-owners and Association.** All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate to his needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, equipment and trim (as referred to in subsection (b) below) located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds failed, for some reason, to be equal to the total cost of replacement). All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request and reasonable notice during normal business hours so that Co-owners shall be enabled to judge the adequacy of coverage and, upon the taking of due Association procedures, to direct the Board at a properly constituted meeting to change the nature and extent of any applicable coverages, if so determined. Upon such annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages. Such coverage shall also include

interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the local unit of government in which this Project is located (or such replacements thereof as do not exceed the cost of such standard items). It shall be each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that replacement cost exceeded the original cost of such standard items) whether installed originally by the Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless agreed specifically and separately between the Association and the Co-owner in writing.

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

(d) **Proceeds of Insurance Policies.** Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association, and the Co-owners and their mortgagees, as their interests may appear, provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction.

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

necessary or convenient to the accomplishment of the foregoing.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

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

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

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

Section 3. Co-owner Responsibility for Repair.

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

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be

the responsibility of the Association in accordance with Section 4 of this Article V. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Association Responsibility for Repair. Except as provided in Section 3 hereof, the Association shall be responsible for the reconstruction, repair and maintenance of the Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 5. Timely Reconstruction and Repair. If damage to Common Elements or a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed with replacement of the damaged property without delay, and shall complete such replacement within 6 months after the date of the occurrence which caused damage to the property.

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

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

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

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

(d) **Notification of Mortgagees.** In the event any Unit in the Condominium, or any portion thereof, or the Common Elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association shall so notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then, upon request therefor by FHLMC, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium, if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

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

ARTICLE VI**RESTRICTIONS**

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

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

Section 2. Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a lease the initial term of which is at least 6 months unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion without approval by the Association.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least 10 days before presenting a lease form to a potential lessee of the Unit and at the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(2) Tenants or nonco-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all leases and rental agreements shall so state.

(3) If the Association determines that the tenant or nonco-owner occupant has failed to comply with the conditions of the Condominium Documents, the Associa-

tion shall take the following action:

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or nonco-owner occupant and simultaneously for money damages in the same action against the Co-owner and tenant or nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project 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 a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. Alterations and Modifications. No Co-owner shall make alterations in exterior appearance or make structural modifications to his Unit (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the Common Elements, Limited or General, without the express written approval of the Board of Directors, including without limitation exterior painting or the erection of antennas, lights, aerials, awnings, doors, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter, sprinkler system valves or any element which affects

an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

Section 4. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: Any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 5. Pets. No animals, including household pets, except 1 dog or 1 cat which shall not exceed 25 pounds in weight, shall be maintained by any Co-owner unless specifically approved in writing by the Association. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. No dog which barks can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The

Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations.

Section 6. Aesthetics. The Common Elements, Limited or General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Garage doors shall be kept closed at all times except as may be reasonable necessary to gain access to or from any garage. No unsightly condition shall be maintained on any patio, porch, or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. 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 7. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation use, may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks 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. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 8. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Construction and Sales Period, from the Developer.

Section 9. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the

majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than 50% of the Co-owners in number and value, except that the Co-owners may not revoke any regulation or amendment prior to the First Annual Meeting of the entire Association.

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

Section 11. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements without the prior written approval of the Association.

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

Section 13. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to

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

Section 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 the 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 elsewhere herein contained, Developer shall have the right to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by Developer, and may continue to do so during the entire Construction and Sales Period. Developer shall restore the areas so utilized to habitable status upon 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 beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period notwithstanding that it may no longer own a Unit in the Condominium which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

ARTICLE VII

MORTGAGES

Section 1. **Notice to Association.** Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units". The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Co-owner of such Unit. The Association shall give to the holder of any first mortgage covering any Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of such Unit that is not cured within 60 days.

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

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

ARTICLE VIII

VOTING

Section 1. **Vote.** Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall equal the total of the percentages allocated to the Unit owned by such Co-owner as set forth in Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

Section 2. **Eligibility to Vote.** No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting

of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to vote for each Unit which it owns.

Section 3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. 34

Section 5. Voting. Votes may be cast only in person or by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

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

ARTICLE IX**MEETINGS**

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than 50% in number of the Units in the Project (determined with reference to the recorded Consolidating Master Deed) have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to nondeveloper Co-owners of 75% in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least 10 days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted, under the Condominium Documents as may be amended, to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the second Tuesday of April each succeeding year after the year in which the First Annual Meeting is held at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

notice.

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

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

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

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

quired for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

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

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

ARTICLE X

ADVISORY COMMITTEE

Within 1 year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least 2 non-developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than 50% in number and in value of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI**BOARD OF DIRECTORS**

Section 1. Number and Qualification of Directors. The Board of Directors shall initially be comprised of 3 members and shall continue to be so comprised until enlarged to 5 members in accordance with the provisions of Section 2 hereof. Thereafter, the affairs of the Association shall be governed by a Board of 5 Directors all of whom must be members of the Association, except for the first Board of Directors, or its successors as selected by the Developer. Directors' compensation, if any, shall be set by the affirmative vote of 60% of all Co-owners. Directors of the Association who serve prior to the Transitional Control Date shall receive no compensation.

Section 2. Election of Directors.

(a) **First Board of Directors.** The first Board of Directors or its successors as selected by the Developer, shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to be Board, the Board shall be increased in size from 3 persons to 5 persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 5 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 5 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of

legal or equitable title to non-developer Co-owners of 75% in number of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 Director as long as the Units that remain to be created and sold equal at least 10% of all Units that may be created in the Project. Whenever the 75% conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection (b) results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate 1 member as provided in subsection (i).

(iv) At the First Annual Meeting 3 Directors shall be elected for a term of 2 years and 2 Directors shall be elected for a term of 1 year. At such meeting all nominees shall stand for election as 1 slate and the 3 persons receiving the highest number of votes shall be elected for a term of 2 years and the 2 persons receiving the next highest number of votes

shall be elected for a term of 1 year. At each annual meeting held thereafter, either 2 or 3 Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for 2 of the Directors elected at the First Annual Meeting) of each Director shall be 2 years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebted-

ness in furtherance of any or all of the purposes of business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association.

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number and in value of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such

vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the Co-owner shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

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

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 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 and on like notice on the written request of two Directors.

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

Section 12. Adjournment. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon 24 hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder

of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

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

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

ARTICLE XII

OFFICERS

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

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

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

(c) **Secretary.** The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall

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

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

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the

Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or

officer may be entitled. At least 10 days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. **Voting.** These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners in number and in value. 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 66-2/3% of mortgagees shall be required with each mortgagee to have one vote for each mortgage held.

Section 4. **By Developer.** Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

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

ARTICLE XVII**COMPLIANCE**

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

ARTICLE XVIII**DEFINITIONS**

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

ARTICLE XIX**REMEDIES FOR DEFAULT**

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

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

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

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate,

at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. Assessment of Fines. The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX of these Bylaws.

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

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

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

(b) **Opportunity to Defend.** The offending Co-owner shall have an opportunity to appear before the Board and offer the evidence in defense of the alleged violation. The appearance before the Board shall be at its next scheduled meeting, but in no event shall the Co-owner be required to appear less than 10 days from the date of the notice.

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

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

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

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

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

ARTICLE XXI**RIGHTS RESERVED TO DEVELOPER**

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

ARTICLE XXII**SEVERABILITY**

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

ARTICLE XXIII**LITIGATION**

Section 1. **General.** The requirements of this Article XXIII shall govern the Association's commencement and conduct of any civil action except for actions to enforce the Bylaws of the Association or collect delinquent assessments. The requirements

of this Article XXIII will ensure that the members of the Association are fully informed regarding the prospects 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 member of the Association shall have standing to sue to enforce the requirements of this Article XXIII. The following procedures and requirements apply to the Association's commencement of any civil action other than in action to enforce the Bylaws of the Association or collect delinquent assessments:

(a) The Association's Board of Directors ("Board") shall be responsible in the first instance for recommending to the members that a civil action be filed, and supervising and directing any civil actions that are filed.

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

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

(i) It is in the best interest of the Association to file a lawsuit;

(ii) That at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association without success;

(iii) Litigation is the only prudent, feasible and reasonable alternative; and

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

(c) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the Association in the proposed civil

action, including the following information:

(1) The number of years the litigation attorney has practiced law; and

(2) The name and address of every condominium and/or homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.

(3) 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.

(4) 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.

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

(6) The amount to be specially assessed against each lot in the Subdivisions to fund the estimated cost of the civil action both in total and on a monthly per lot basis, as required by subparagraph (f) of this Article XXIII.

(c) If the lawsuit relates to the condition of any of the Common Elements, the Board 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 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 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 members of the Association have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent

to all members with the written notice of the litigation evaluation meeting.

(d) 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 agreement unless the existence of the agreement is disclosed to the members in the text of the Association's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board 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 the Association Bylaws or collect delinquent assessments) shall require the approval of two-thirds majority in number and in value. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article XXIII shall be paid by special assessment of the members of the Association ("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 members of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's 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 members in accordance with their respective percentage of the value interests in the Subdivisions and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

(g) During the course of any civil action authorized by the members pursuant to this Article XXIII, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

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

(2) 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.

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

(4) 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.

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

(h) The Board shall meet monthly during the course of any civil action to discuss and review:

(1) The status of the litigation.

(2) The status of settlement efforts, if any.

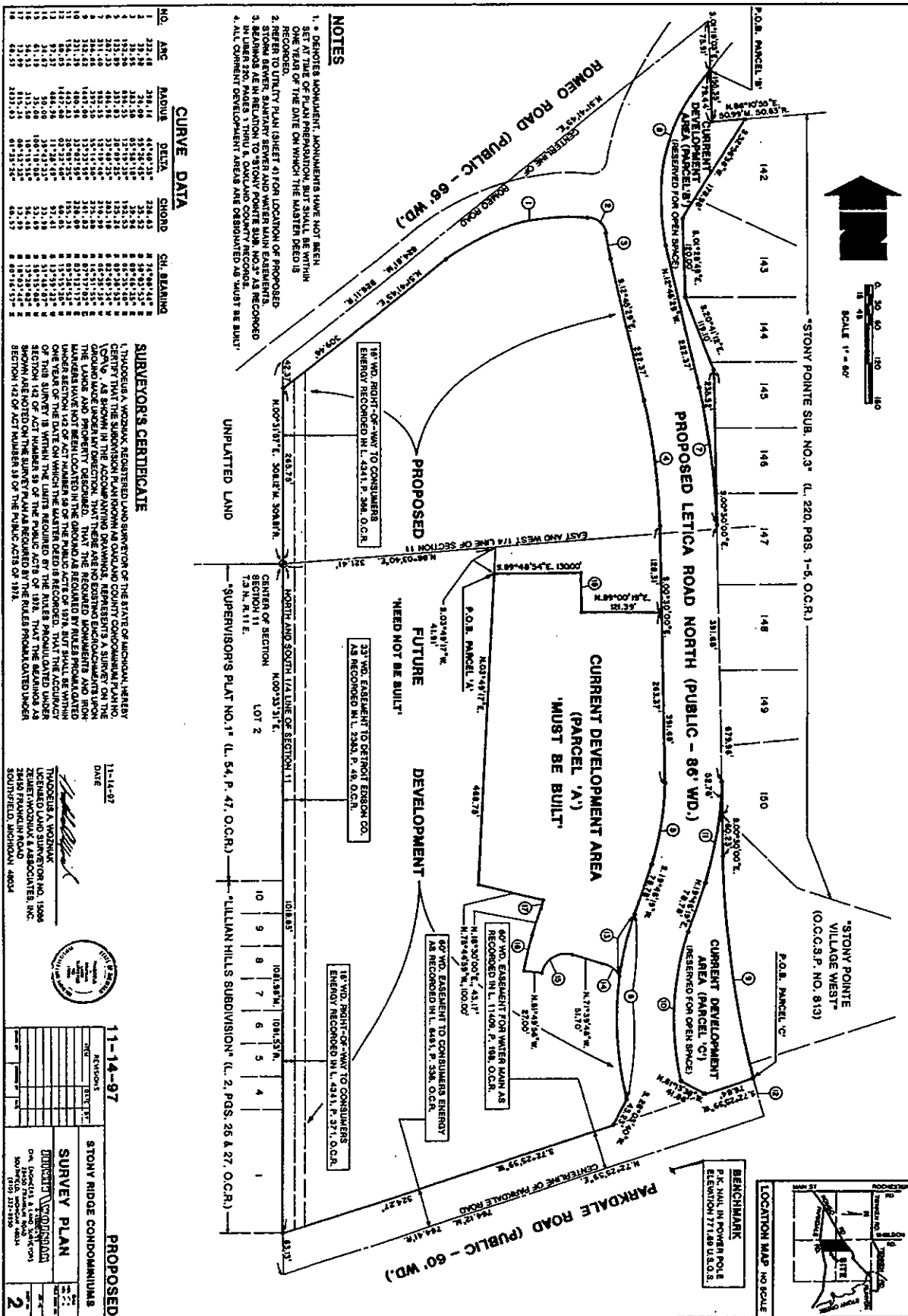
(3) The attorney's written report.

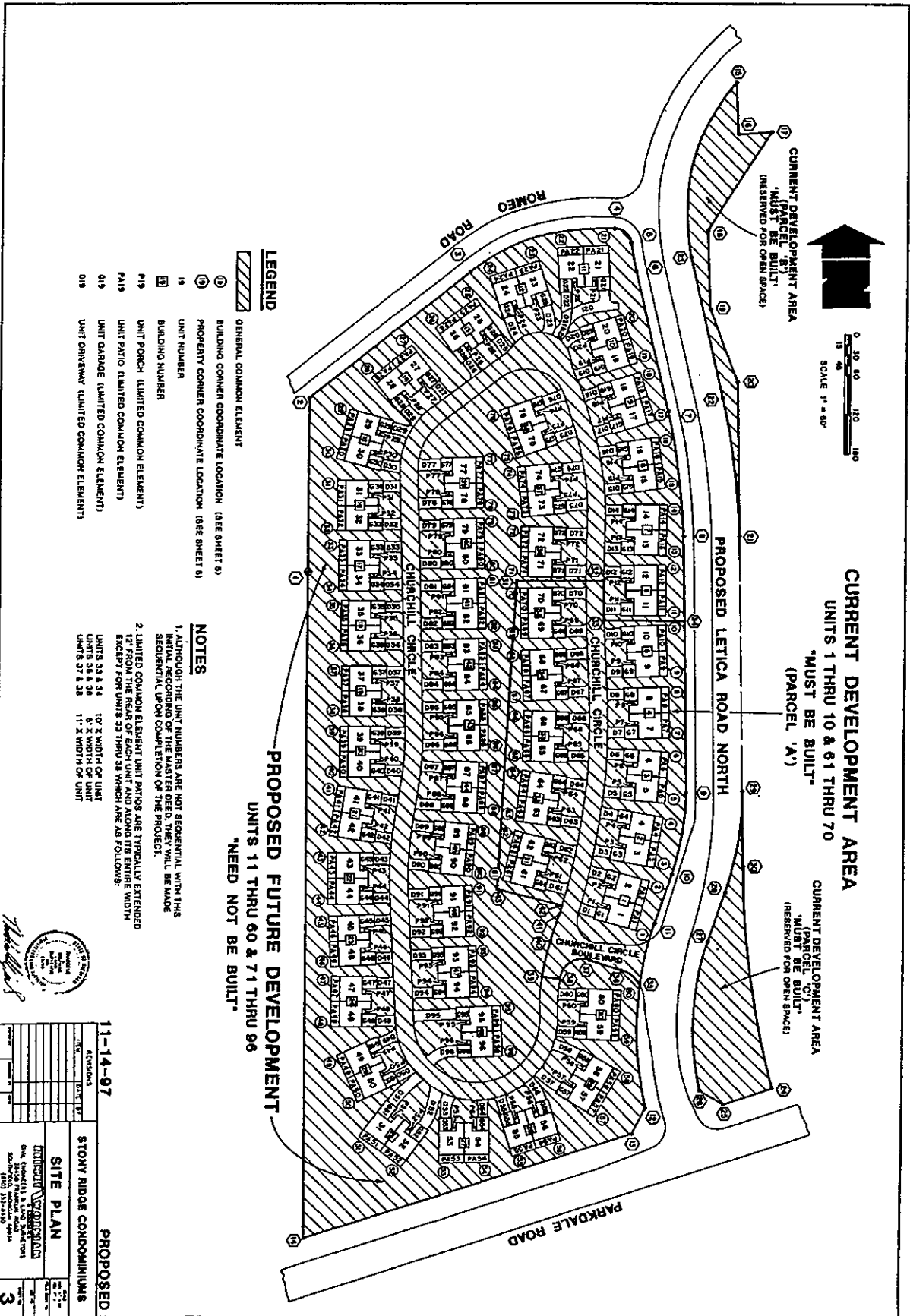
(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members 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.

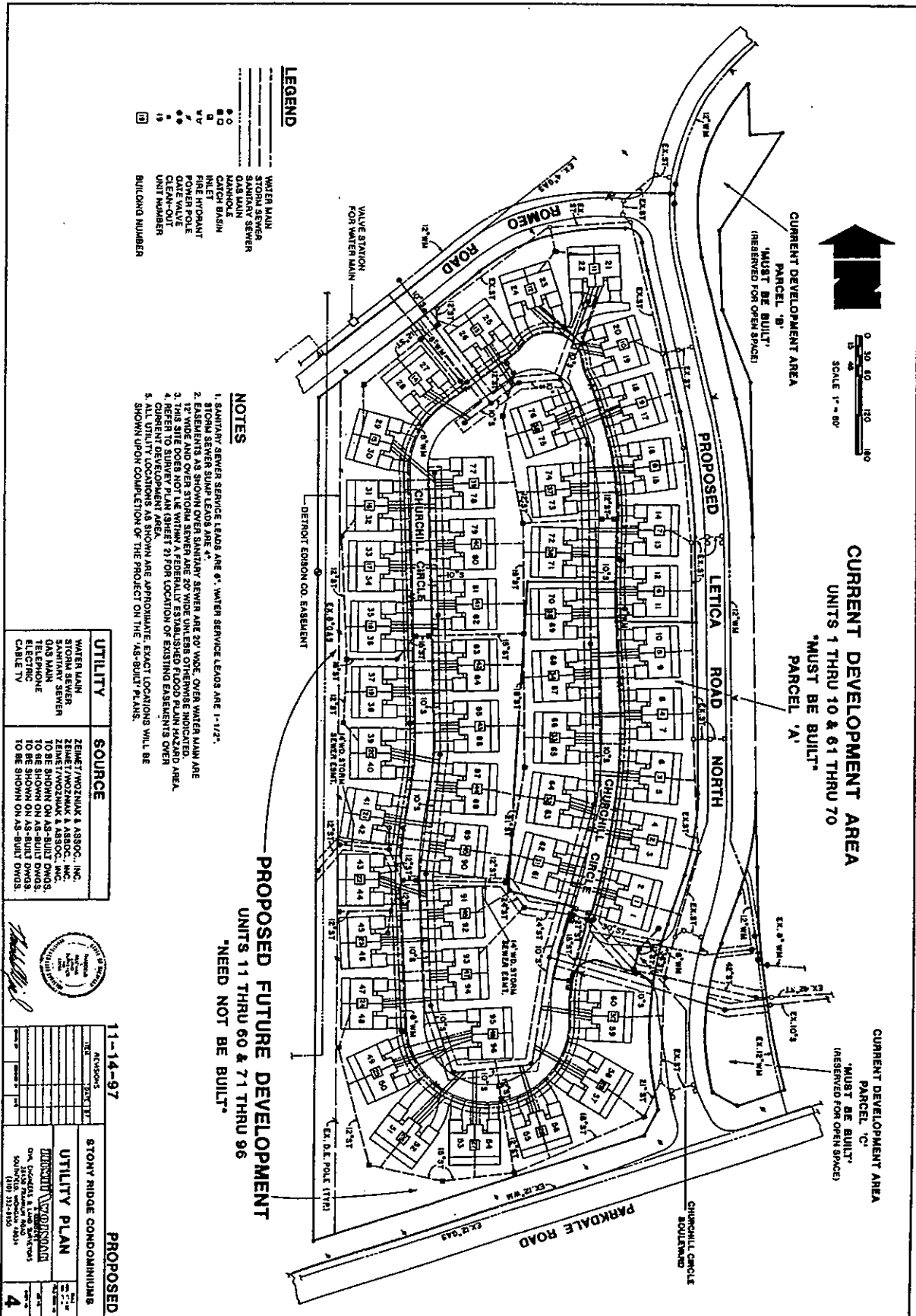
(j) The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action subject to this Article XXIII ("litigation expenses") shall be fully disclosed to members in the Association's annual budget. The litigation expenses for each civil action subject to this Article XXIII shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

(k) This Article XXIII may be amended, altered or repealed by a vote of not less than 66-2/3% of all members of the Association.

[illegible]







**SCHEDULE OF
BOUNDARY COORDINATES**

SCHEDULE OF BOUNDARY COORDINATES		
PT.	NORTH	EAST
1	9561.55	2423.10
2	10227.40	2428.17
3	10227.40	2428.17
4	104681.51	2483.27
5	104681.51	2483.27
6	10419.35	2483.27
7	10202.47	2483.27
8	9615.55	2483.27
9	9466.08	2483.27
10	9466.08	2483.27
11	9421.94	2483.27
12	9139.19	2483.27
13	8962.75	2483.27
14	8962.75	2483.27
15	10705.01	2483.27
16	10625.58	2483.27
17	10625.58	2483.27
18	10327.40	2483.27
19	10327.40	2483.27
20	10327.40	2483.27
21	10071.69	2483.27
22	10221.49	2483.27
23	9148.18	2483.27
24	9148.18	2483.27
25	9148.18	2483.27
26	9148.18	2483.27
27	9322.92	2483.27
28	9467.07	2483.27
29	9507.24	2483.27
30	9507.24	2483.27
31	9941.80	2483.27
32	9941.80	2483.27
33	9880.80	2483.27
34	9172.72	2483.27
35	9172.72	2483.27
36	9348.45	2483.27
37	9348.45	2483.27
38	9236.46	2483.27
39	9340.20	2483.27
40	9426.17	2483.27
41	9426.17	2483.27
42	9449.47	2483.27
43	9474.09	2483.27

SCHEDULE OF BUILDING COORDINATES

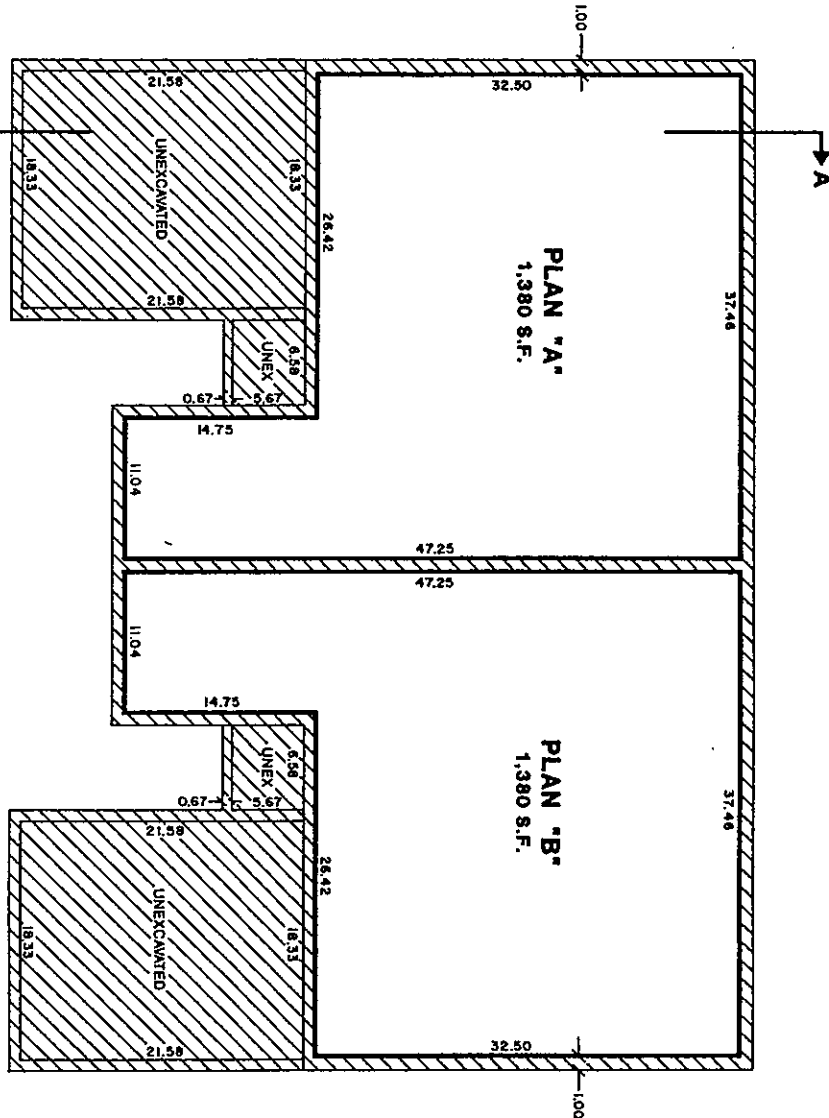
SCHEDULE OF BUILDING COORDINATES													
PT.	NORTH			EAST			PT.	NORTH			EAST		
1	9414.16	2508.35	59	9264.66	2475.59	59							
2	9414.16	2512.10	58	9264.66	2479.33	58							
3	9508.31	2512.10	51	9108.33	2519.43	51							
4	9584.85	2519.97	52	9062.03	2549.93	52							
5	9465.12	2525.88	53	9069.78	2519.25	53							
6	9462.67	2525.88	54	9070.25	2527.00	54							
7	9700.01	2525.88	55	9102.16	2601.76	55							
8	9707.03	2535.92	57	9133.98	2647.06	57							
9	9750.81	2535.92	58	9201.46	2688.65	58							
10	9876.72	2554.54	59	9252.44	2708.55	59							
11	9876.72	2553.78	58	9252.44	2708.55	58							
12	9882.56	2553.78	57	9248.83	2729.35	57							
13	9882.56	2553.46	62	9500.19	2729.35	62							
14	10067.58	2553.46	62	9556.01	2748.49	62							
15	10034.58	2553.46	63	9576.01	2748.47	63							
16	10181.32	2553.46	64	9652.01	2750.22	64							
17	10181.32	2553.46	65	9652.01	2750.22	65							
18	10181.32	2553.46	66	9750.92	2751.93	66							
19	10273.91	2512.10	67	9760.92	2761.93	67							
20	10348.29	2568.75	68	9838.58	2778.42	68							
21	10348.29	2568.75	69	9838.58	2778.42	69							
22	10432.63	2602.65	70	9931.44	2775.94	70							
23	10432.63	2777.45	71	9950.53	2757.00	71							
24	10359.86	2703.11	72	10028.26	2728.96	72							
25	10358.58	2664.49	73	10034.60	2760.24	73							
26	10358.58	2651.25	74	10150.50	2752.74	74							
27	10287.87	2556.97	76	10289.96	2725.31	76							
28	10287.87	2556.97	77	10134.99	2677.12	77							
29	10206.51	2449.34	77	10134.99	2677.12	77							
30	10131.57	2449.34	78	10057.35	2658.47	78							
31	10101.59	2460.63	80	10042.25	2658.47	80							
32	10101.59	2460.63	81	9949.51	2639.79	81							
33	9931.47	2461.64	82	9871.77	2631.14	82							
34	9916.44	2444.02	83	9856.78	2621.41	83							
35	9812.70	2444.02	84	9772.54	2621.41	84							
36	9812.70	2444.02	85	9772.54	2621.41	85							
37	9729.46	2445.00	86	9666.30	2644.38	86							
38	9729.46	2445.00	87	9666.30	2644.38	87							
39	9646.46	2403.69	87	9565.49	2662.49	87							
40	9646.46	2403.69	88	9565.49	2662.49	88							
41	9631.67	2419.43	89	9572.17	2666.20	89							
42	9631.67	2419.43	90	9480.81	2658.43	90							
43	9531.88	2465.37	91	9403.12	2651.37	91							
44	9454.10	2464.30	92	9384.02	2664.41	92							
45	9436.27	2465.98	93	9310.33	2667.35	93							
46	9358.49	2468.92	94	9201.33	2701.33	94							
47	9358.49	2468.92	95	9201.33	2701.33	95							
48	9263.08	2468.75	96										

11-14-87

PROPOSED

[illegible]

BASEMENT PLAN
BUILDINGS 1 THRU 48



SCHEDULE OF UNIT NUMBERS			
BLDG.	UNIT NUMBER	BLDG.	UNIT NUMBER
NO.	PLAN A / PLAN B	NO.	PLAN A / PLAN B
1	1	25	25
2	2	26	26
3	3	27	27
4	4	28	28
5	5	29	29
6	6	30	30
7	7	31	31
8	8	32	32
9	9	33	33
10	10	34	34
11	11	35	35
12	12	36	36
13	13	37	37
14	14	38	38
15	15	39	39
16	16	40	40
17	17	41	41
18	18	42	42
19	19	43	43
20	20	44	44
21	21	45	45
22	22	46	46
23	23	47	47
24	24	48	48

LEGEND

GENERAL COMMON ELEMENT
LIMITS OF OWNERSHIP



NOTES

1. ALL BASEMENT PLAN WALLS ARE 8" EXCEPT AS NOTED.
2. ALL DIMENSIONS ARE IN FEET.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.
4. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING EXCEPT AS NOTED.

11-14-97

PROPOSED

STONY RIDGE CONDOMINIUMS

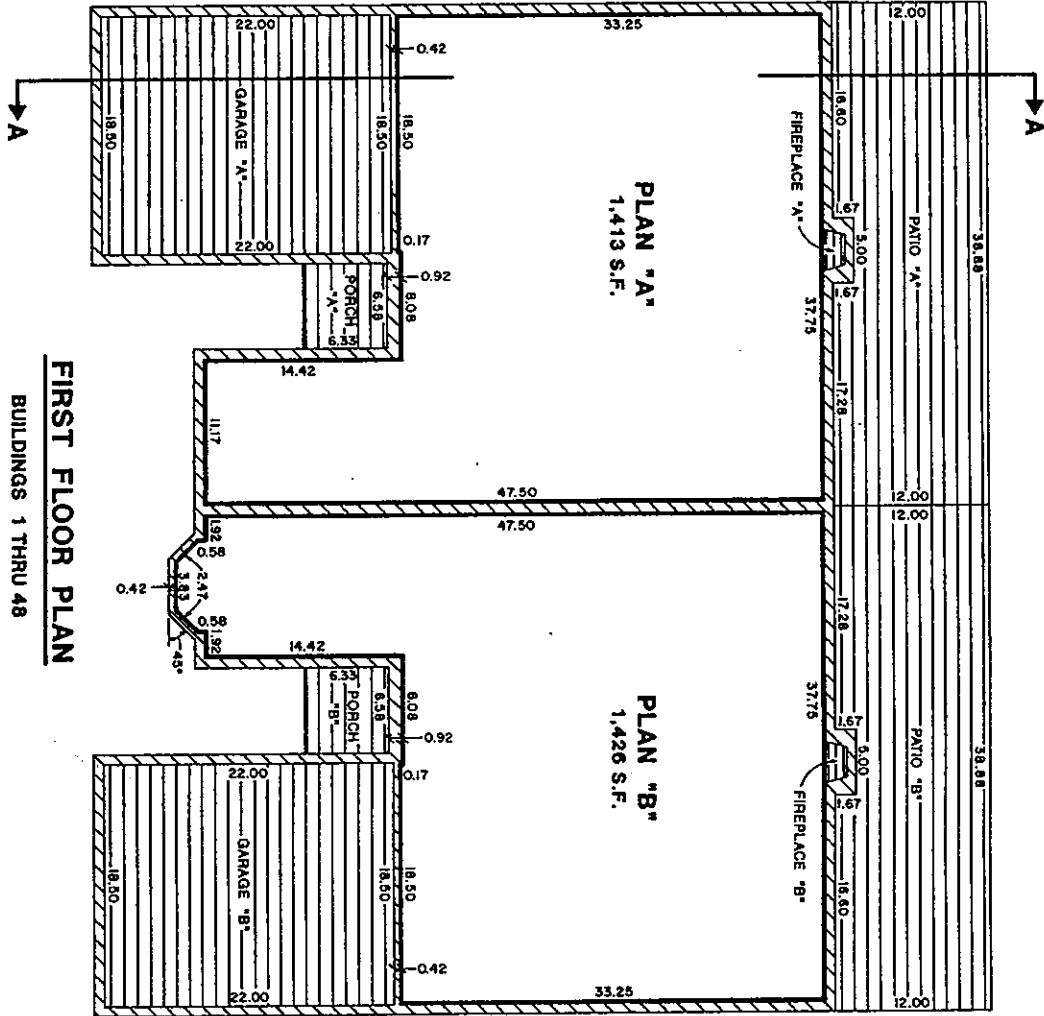
BASEMENT PLAN

ONE, TWO, AND THREE UNIT BUILDINGS

200 WEST 10TH AVENUE, SUITE 100

PHOENIX, ARIZONA 85001

6



FIRST FLOOR PLAN
BUILDINGS 1 THRU 48

PLAN "A"
1,413 S.F.

PLAN "B"
1,426 S.F.

NOTES

1. ALL FIRST FLOOR PLAN WALLS ARE 0.75' EXCEPT AS NOTED
2. ALL DIMENSIONS ARE IN FEET.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.
4. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING EXCEPT AS NOTED.

0 1 2 3 4
SCALE 1" = 4'

LEGEND

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

SCHEDULE OF UNIT NUMBERS

BUILDING	UNIT NUMBER	S.D.O. UNIT NUMBER
PLAN A	PLAN B	PLAN A
1	2	35
2	3	36
3	4	37
4	5	38
5	6	39
6	7	40
7	8	41
8	9	42
9	10	43
10	11	44
11	12	45
12	13	46
13	14	47
14	15	48
15	16	49
16	17	50
17	18	51
18	19	52
19	20	53
20	21	54
21	22	55
22	23	56
23	24	57
24	25	58
25	26	59
26	27	60
27	28	61
28	29	62
29	30	63
30	31	64
31	32	65
32	33	66
33	34	67
34	35	68
35	36	69
36	37	70
37	38	71
38	39	72
39	40	73
40	41	74
41	42	75
42	43	76
43	44	77
44	45	78
45	46	79
46	47	80
47	48	81
48	49	82
49	50	83
50	51	84
51	52	85
52	53	86
53	54	87
54	55	88
55	56	89
56	57	90
57	58	91
58	59	92
59	60	93
60	61	94
61	62	95
62	63	96
63	64	97
64	65	98
65	66	99
66	67	100



11-14-97

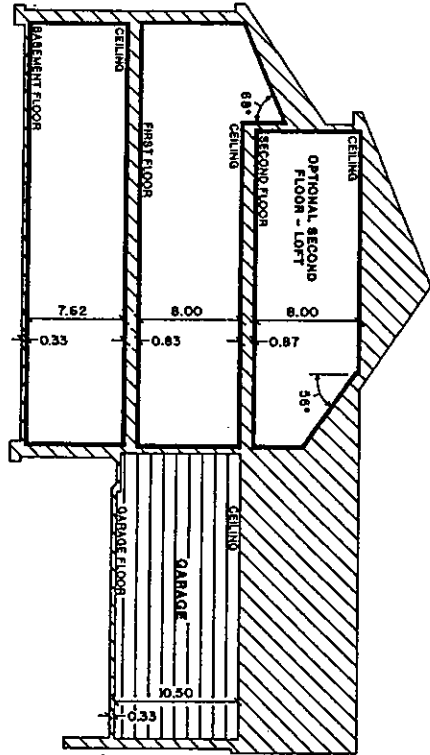
PROPOSED

STONY RIDGE CONDOMINIUMS

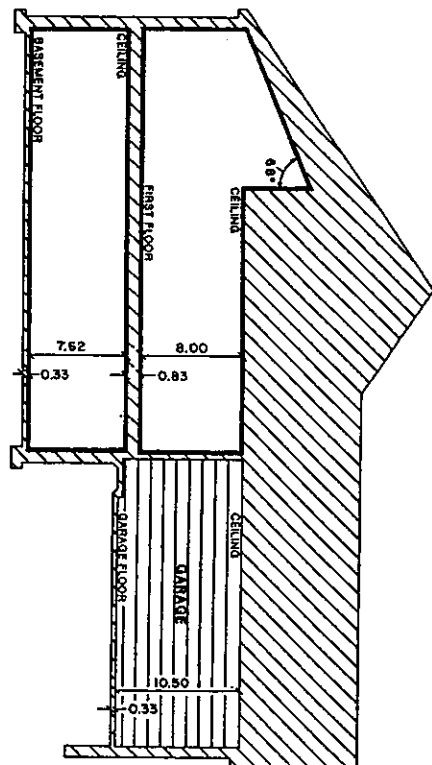
FIRST FLOOR PLAN

ONE ENGINEER & LAND SURVEYOR
500 WOODLAND AVENUE
ROSELAND, N.J. 07068
(201) 327-4100

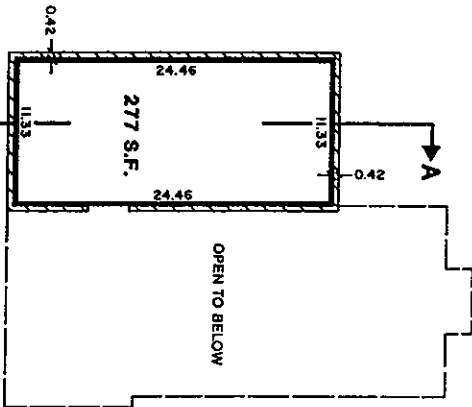
7



RANCH SECTION WITH OPTIONAL LOFT
SECTION A-A



RANCH SECTION
SECTION A-A



OPTIONAL SECOND FLOOR PLAN - LOFT
SECTION A-A

SCHEDULE OF FIRST FLOOR ELEVATIONS			
BUILDING NO.	ELEVATION	BUILDING NO.	ELEVATION
1	777.40	33	794.00
2	777.40	34	794.00
3	777.40	35	794.00
4	777.40	36	794.00
5	777.40	37	794.00
6	777.40	38	794.00
7	777.40	39	794.00
8	777.40	40	794.00
9	777.40	41	794.00
10	777.40	42	794.00
11	777.40	43	794.00
12	777.40	44	794.00
13	777.40	45	794.00
14	777.40	46	794.00
15	777.40	47	794.00
16	777.40	48	794.00
17	777.40	49	794.00
18	777.40	50	794.00
19	777.40	51	794.00
20	777.40	52	794.00
21	777.40	53	794.00
22	777.40	54	794.00
23	777.40	55	794.00

LEGEND

GENERAL COMMON ELEMENT

LIMITS OF OWNERSHIP

SCALE 1" = 4'

NOTES

1. ALL DIMENSIONS ARE IN FEET.

2. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.

3. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING EXCEPT AS NOTED.

11-14-97

PROPOSED

STONY RIDGE CONDOMINIUMS

OPTIONAL SECOND FLOOR

PLAN & SECTIONS

DESIGNED BY: [Signature]

CHECKED BY: [Signature]

DATE: 11-14-97

8

RECEIPT AND INSTRUCTION SHEET

STONY RIDGE CONDOMINIUMS

Dear Co-owner:

At this time we are furnishing you with the Stony Ridge Condominiums disclosure documents which include the Stony Ridge Condominiums Purchase Agreement, Recorded Master Deed, Condominium Buyer's Handbook, Disclosure Statement, and all of the other documents as listed on "Exhibit A" attached hereto.

As provided in Sections 84 and 84a of the Michigan Condominium Act, unless you waive the right of withdrawal, your purchase agreement shall not become binding on you and you may withdraw from your purchase agreement without cause and without penalty before conveyance of the unit and within 9 business days after receipt of the following documents:

- (a) Recorded Master Deed.
- (b) Copy of the Purchase Agreement.
- (c) Condominium Buyer's Handbook.
- (d) Disclosure Statement.

"Business day" means a day of the year excluding a Saturday, Sunday, or legal holiday. The calculation of the 9 business-day period shall include the day on which the documents listed above are received if that day is a business day. During that time, you should be sure to carefully read the accompanying documents which control the operation of the Condominium and are of extreme importance to you in understanding the nature of the interest which you are purchasing and your relationship with the Condominium Project, its Co-owners and the Developer.

The signature of the purchaser upon this Receipt and Instruction Sheet is a prima facie evidence that the documents listed on Exhibit A attached hereto were received and understood by the Purchaser.

Very truly yours,

MJC STONY RIDGE, L.L.C.

By: _____

Receipt of described Documents acknowledged:

By: _____

(If more than one Purchaser, all must sign)

Unit No.: _____

Dated: _____

EXHIBIT A

**DOCUMENTS FURNISHED WITH
RECEIPT AND INSTRUCTION SHEET**

Master Deed
Condominium Bylaws
Condominium Subdivision Plan
Association Articles of Incorporation
First Amendment to the Master Deed
Purchase Agreement
Limited Warranty
Escrow Agreement
Condominium Buyer's Handbook
Disclosure Statement

COPY
REGISTER OF DEEDS
COUNTY OF OAKLAND

SP 16 98 2 75022

STATE OF MICHIGAN
 OAKLAND COUNTY
 RECORDED COPY

16 SEP 98 11:40 A.M.

LYNN D. ALLEN
 CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO MASTER DEED OF
 STONY RIDGE CONDOMINIUMS**

MJC Stony Ridge, L.L.C., a Michigan limited liability company, whose address is 46401 Romeo Plank, Suite 1, Macomb, Michigan 48044, being the Developer of Stony Ridge Condominiums, a Condominium Project established pursuant to the Master Deed thereof, recorded in Liber 18130, Pages 117 through 182, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 1096, hereby amends the Master Deed of Stony Ridge Condominiums pursuant to the authority reserved in Article VI thereof for the purposes of enlarging the Condominium Project from 20 to 96 Units by the addition of the land described in paragraph 1 below and revising the Condominium Project boundary as shown on Exhibit B attached hereto. Upon recordation in the Office of the Oakland County Register of Deeds of this Amendment, said Master Deed and Exhibit B shall be amended in the following manner:

1. The following land shall be added to Article II of the Master Deed of Stony Ridge Condominiums by this Amendment:

A PART OF THE EAST 1/2 OF SECTION 11, T. 3 N., R. 11 E., CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN, BEING DESCRIBED AS:

GRECO BEGINNING AT THE CENTER OF SECTION 11; THENCE N. 00°31'57" E. (309.81 FEET) RECORD, 265.75 FEET MEASURED ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF ROMEO ROAD (66 FEET WIDE) N. 51°41'45" E. 309.46 FEET; THENCE ALONG THE SOUTH RIGHT-OF-WAY LINE OF THE PROPOSED ROMEO ROAD RELOCATION 232.48 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 298.14 FEET, CENTRAL ANGLE OF 44°40'35", A CHORD LENGTH OF 226.63 FEET, AND A CHORD THAT BEARS N. 74°00'44" E.; THENCE THE FOLLOWING FIVE (5) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF THE PROPOSED LETICA ROAD NORTH (86 FEET WIDE) 39.98 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 24.00 FEET, A CENTRAL ANGLE OF 95°26'45", A CHORD LENGTH OF 35.52 FEET, AND A CHORD THAT BEARS S. 50°03'53" E. AND 39.95 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 383.50 FEET, A CENTRAL ANGLE OF 05°58'10", A

CHORD LENGTH OF 39.94 FEET, AND A CHORD THAT BEARS S. 09°46'25" E. AND S. 12 45'29" E. 222.37 FEET AND 192.90 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 896.55 FEET, A CENTRAL ANGLE OF 12°19'39", A CHORD LENGTH OF 192.53 FEET, AND A CHORD THAT BEARS S. 06°35'40" E. AND S. 00°30'00" E. 128.31 FEET; THENCE S. 89°00'19" W. 121.39 FEET; THENCE 60.57 FEET ALONG A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 2,437.03 FEET, A CENTRAL ANGLE OF 01°25'26", A CHORD LENGTH OF 60.57 FEET, AND A CHORD THAT BEARS N. 00°16'57" W.; THENCE N. 89°48'54" W. 130.00 FEET; THENCE S. 03°49'17" W. 468.75 FEET; THENCE S. 75°44'59" E. 100.00 FEET; THENCE 13.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 915.34 FEET, A CENTRAL ANGLE OF 00°52'32", A CHORD LENGTH OF 13.99 FEET AND A CHORD BEARING OF S. 18°03'44" W.; THENCE S. 18 30'00" W. 43.17 FEET; THENCE 56.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 313.50 FEET, A CENTRAL ANGLE OF 10°19'56", A CHORD LENGTH OF 56.46 FEET AND A CHORD BEARING OF S. 13°20'02" W.; THENCE S. 81°49'56" E. 27.00 FEET; THENCE 61.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 35.00 FEET, A CENTRAL ANGLE OF 100°10'08", A CHORD LENGTH OF 53.69 FEET, A CHORD BEARING OF N. 58°15'08" E.; THENCE S. 71°39'48" E. 51.70 FEET; THENCE 34.67 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 39°43'23", A CHORD LENGTH OF 33.98 FEET AND A CHORD BEARING OF S. 51°48'07" E.; THENCE THE FOLLOWING TWO (2) COURSES AND DISTANCES ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID PROPOSED LETICA ROAD NORTH (86 FEET WIDE) 189.76 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 486.96 FEET, A CENTRAL ANGLE OF 22°19'36", A CHORD LENGTH OF 188.56 FEET, AND A CHORD THAT BEARS S. 02°54'51" E. AND S. 28°03'40" W. 43.23 FEET; THENCE ALONG THE NORTH RIGHT-OF-WAY LINE OF PARKDALE ROAD (60 FEET WIDE, 1/2 WIDTH) S. 72°25'59" W. 524.27 FEET; THENCE ALONG THE NORTH AND SOUTH 1/4 LINE OF SAID SECTION 11, ALSO BEING THE EAST LINE OF "LILLIAN HILLS SUBDIVISION" AS RECORDED IN LIBER 25, PAGE 27, OAKLAND COUNTY RECORDS, AND ALSO BEING THE EAST LINE OF LOT 2 OF "SUPERVISOR'S PLAT NO. 1" AS RECORDED IN LIBER 54, PAGE 47, OAKLAND COUNTY RECORDS, N. 00°33'31" E. 1,018.85 FEET TO THE CENTER OF SAID SECTION 11 AND THE POINT OF BEGINNING. CONTAINING 13.97 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

2. Developer being the fee simple owner of all Units in Stony Ridge Condominiums, hereby removes the following described land from the Master Deed of Stony Ridge Condominiums by this Amendment:

A PART OF THE SOUTHEAST 1/4 OF SECTION 11, T. 3 N., R. 11

E., CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS:

BEGINNING AT A POINT DISTANT S. 00°33'31" W. (1,081.53 FEET) RECORD, 1,081.98 FEET MEASURED ALONG THE NORTH AND SOUTH 1/4 LINE OF SECTION 11 AND N. 72°25'59" E. (764.41 FEET) RECORD, 764.12 FEET MEASURED ALONG THE CENTERLINE OF PARKDALE ROAD (60 FEET, 1/2 WIDTH) AND 177.55 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,447.00 FEET, A CENTRAL ANGLE OF 07°01'50", A CHORD LENGTH OF 177.44 FEET AND A CHORD THAT BEARS N. 12°55'52" W. FROM THE CENTER OF SAID SECTION 11; THENCE 45.24 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 59.08 FEET, A CENTRAL ANGLE OF 43°52'11", A CHORD LENGTH OF 44.14 FEET AND A CHORD THAT BEARS S. 71°13'51" W.; THENCE N. 88°01'30" W. 54.65 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE PROPOSED LETICA ROAD NORTH (86 FEET WIDE); THENCE ALONG SAID EASTERLY RIGHT-OF-WAY LINE 124.26 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 400.96 FEET, A CENTRAL ANGLE OF 17°45'25", A CHORD LENGTH OF 123.77 FEET AND A CHORD THAT BEARS N. 10°46'45" E.; THENCE S. 79°28'04" E. 22.46 FEET; THENCE 19.12 FEET ALONG A NON-TANGENTIAL CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 271.57 FEET, A CENTRAL ANGLE OF 04°02'02", A CHORD LENGTH OF 19.12 FEET AND A CHORD THAT BEARS S. 78°00'13" E.; THENCE S. 67°18'00" E. 21.86 FEET TO A POINT ON THE WEST LINE OF "STONY POINT VILLAGE WEST" OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 813; THENCE ALONG SAID WEST LINE 93.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,447.00 FEET, A CENTRAL ANGLE OF 03°42'19", A CHORD LENGTH OF 93.56 FEET AND A CHORD THAT BEARS S. 07°33'40" E. TO THE POINT OF BEGINNING, CONTAINING 0.22 ACRES OF LAND.

Copy legal description within Stony Ridge
Condo 3, 15-11-401-000
3. Amended Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Stony Ridge Condominiums as attached hereto, shall replace and supersede Sheets 1, 2, 3, 4, 5, 6, 7 and 8 of the Condominium Subdivision Plan of Stony Ridge Condominiums as originally, and originally recorded sheets 1, 2, 3, 4, 5, 6, 7 and 8 shall be of no further force or effect. The legal description of the Condominium Premises contained on said Amended Sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the original Master Deed of Stony Ridge Condominiums, including the Bylaws and Condominium Subdivision Plan respectively attached

thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed and redeclared.

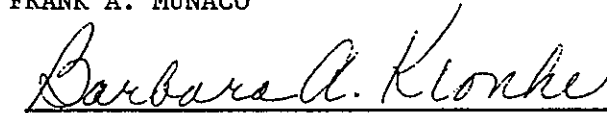
Dated this 3rd day of September, 1998.

WITNESSES:



FRANK A. MUNACO

MJC STONY RIDGE, L.L.C., a Michigan limited liability company



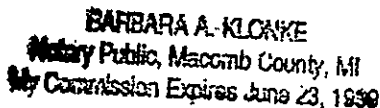
BARBARA A. KLONKE

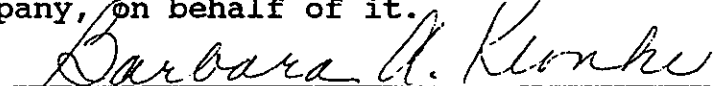
By: 

Michael A. Chirco
Member

STATE OF MICHIGAN)
COUNTY OF Macomb SS.

On this 3rd day of September, 1998, the foregoing First Amendment to the Master Deed was acknowledged before me by Michael A. Chirco, Member of MJC Stony Ridge, L.L.C., a Michigan limited liability company, on behalf of it.


BARBARA A. KLONKE
Notary Public, Macomb County, MI
My Commission Expires June 23, 1999


BARBARA A. KLONKE
Notary Public, MACOMB County,
Michigan
My Commission Expires: JUNE 23, 1999

First Amendment to the Master Deed drafted by:

Mark J. Abdo
Attorney at Law
42550 Garfield Road
Suite 104A
Clinton Township, Michigan 48038

When recorded, return to drafter

REPLAT NO.1 OF
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO.1096
EXHIBIT "B" TO THE MASTER DEED FOR
STONY RIDGE CONDOMINIUMS
CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN

DEVELOPER

MUG STONY RIDGE, L.L.C.,
A MICHIGAN LIMITED LIABILITY COMPANY
46401 ROMEO PLANK RD.
SUITE ONE
MACOMB, MI 48044

SURVEYOR & PREPARER

**ZEIMET/WOZNIAK & ASSOC., INC.
28450 FRANKLIN RD.
SOUTHFIELD, MI 48034**

INDEX OF DRAWINGS

NO.	TITLE	# 1A	DESCRIPTION
1	COVER SHEET		
2	SURVEY PLAN		
3	SITE PLAN		
4	UTILITY PLAN		
5	BUILDING & BOUNDARY COORDINATES		
6	BASEMENT PLAN		
7	FIRST FLOOR PLAN		
8	OPTIONAL SECOND FLOOR PLAN & SECTIONS		

LEGAL DESCRIPTIONS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100
101
102
103
104
105
106
107
108
109
110
111
112
113
114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170
171
172
173
174
175
176
177
178
179
180
181
182
183
184
185
186
187
188
189
190
191
192
193
194
195
196
197
198
199
200
201
202
203
204
205
206
207
208
209
210
211
212
213
214
215
216
217
218
219
220
221
222
223
224
225
226
227
228
229
230
231
232
233
234
235
236
237
238
239
240
241
242
243
244
245
246
247
248
249
250
251
252
253
254
255
256
257
258
259
260
261
262
263
264
265
266
267
268
269
270
271
272
273
274
275
276
277
278
279
280
281
282
283
284
285
286
287
288
289
290
291
292
293
294
295
296
297
298
299
300
301
302
303
304
305
306
307
308
309
310
311
312
313
314
315
316
317
318
319
320
321
322
323
324
325
326
327
328
329
330
331
332
333
334
335
336
337
338
339
340
341
342
343
344
345
346
347
348
349
350
351
352
353
354
355
356
357
358
359
360
361
362
363
364
365
366
367
368
369
370
371
372
373
374
375
376
377
378
379
380
381
382
383
384
385
386
387
388
389
390
391
392
393
394
395
396
397
398
399
400
401
402
403
404
405
406
407
408
409
410
411
412
413
414
415
416
417
418
419
420
421
422
423
424
425
426
427
428
429
430
431
432
433
434
435
436
437
438
439
440
441
442
443
444
445
446
447
448
449
450
451
452
453
454
455
456
457
458
459
460
461
462
463
464
465
466
467
468
469
470
471
472
473
474
475
476
477
478
479
480
481
482
483
484
485
486
487
488
489
490
491
492
493
494
495
496
497
498
499
500
501
502
503
504
505
506
507
508
509
510
511
512
513
514
515
516
517
518
519
520
521
522
523
524
525
526
527
528
529
530
531
532
533
534
535
536
537
538
539
540
541
542
543
544
545
546
547
548
549
550
551
552
553
554
555
556
557
558
559
560
561
562
563
564
565
566
567
568
569
570
571
572
573
574
575
576
577
578
579
580
581
582
583
584
585
586
587
588
589
590
591
592
593
594
595
596
597
598
599
600
601
602
603
604
605
606
607
608
609
610
611
612
613
614
615
616
617
618
619
620
621
622
623
624
625
626
627
628
629
630
631
632
633
634
635
636
637
638
639
640
641
642
643
644
645
646
647
648
649
650
651
652
653
654
655
656
657
658
659
660
661
662
663
664
665
666
667
668
669
670
671
672
673
674
675
676
677
678
679
680
681
682
683
684
685
686
687
688
689
690
691
692
693
694
695
696
697
698
699
700
701
702
703
704
705
706
707
708
709
710
711
712
713
714
715
716
717
718
719
720
721
722
723
724
725
726
727
728
729
730
731
732
733
734
735
736
737
738
739
740
741
742
743
744
745
746
747
748
749
750
751
752
753
754
755
756
757
758
759
760
761
762
763
764
765
766
767
768
769
770
771
772
773
774
775
776
777
778
779
780
781
782
783
784
785
786
787
788
789
790
791
792
793
794
795
796
797
798
799
800
801
802
803
804
805
806
807
808
809
810
811
812
813
814
815
816
817
818
819
820
821
822
823
824
825
826
827
828
829
830
831
832
833
834
835
836
837
838
839
840
84

NOTE: THE ASTERISK (*) AS SHOWN IN THE INDEX OF DRAWINGS INDICATE NEW OR AMENDED DRAWINGS WHICH ARE REVISED, DATED 8-15-92. THESE DRAWINGS, ALONG WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECOMMENDED.




[illegible]

[illegible]

6-15-96		PROPOSED	
REVISIONS DATE BY REASON 1. 06/15/96 J. L. [illegible] [illegible] [illegible]		\$TONY RIDGE CONDOMINIUM #8 DESCRIPTION INTERIOR VISIONS ONE Doublet 4 1/2 BATHS 2000 DANCE ROAD MOBILE, ALABAMA 36688 335-9974	
DATE 06/15/96	BY J. L. [illegible]	DATE 06/15/96	BY J. L. [illegible]

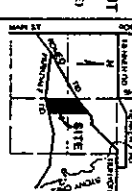


EAST 1/4 CORNER
SECTION 11
1/4 N. 1/4 E.

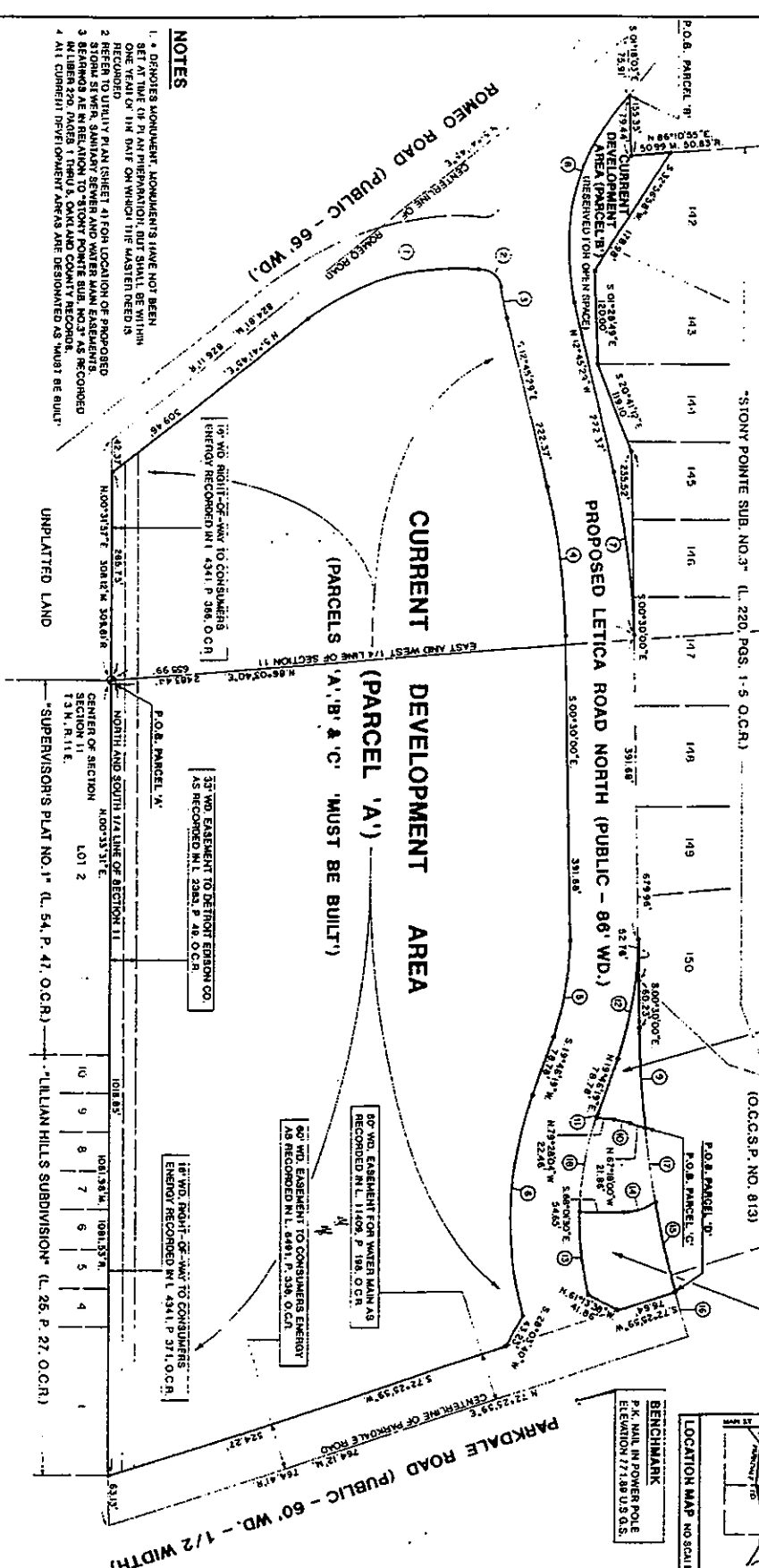
CURRENT DEVELOPMENT AREA
(PARCEL 'C')
(RESERVED FOR OPEN SPACE)

"STONY POINTE
VILLAGE WEST"
(O.C.S.P. NO. 813)

CURRENT DEVELOPMENT AREA
(PARCEL 'D')
(RESERVED FOR OPEN SPACE)



BENCHMARK
P.M. NAIL IN POWER POLE
ELEVATION 77.88 U.S. G.S.

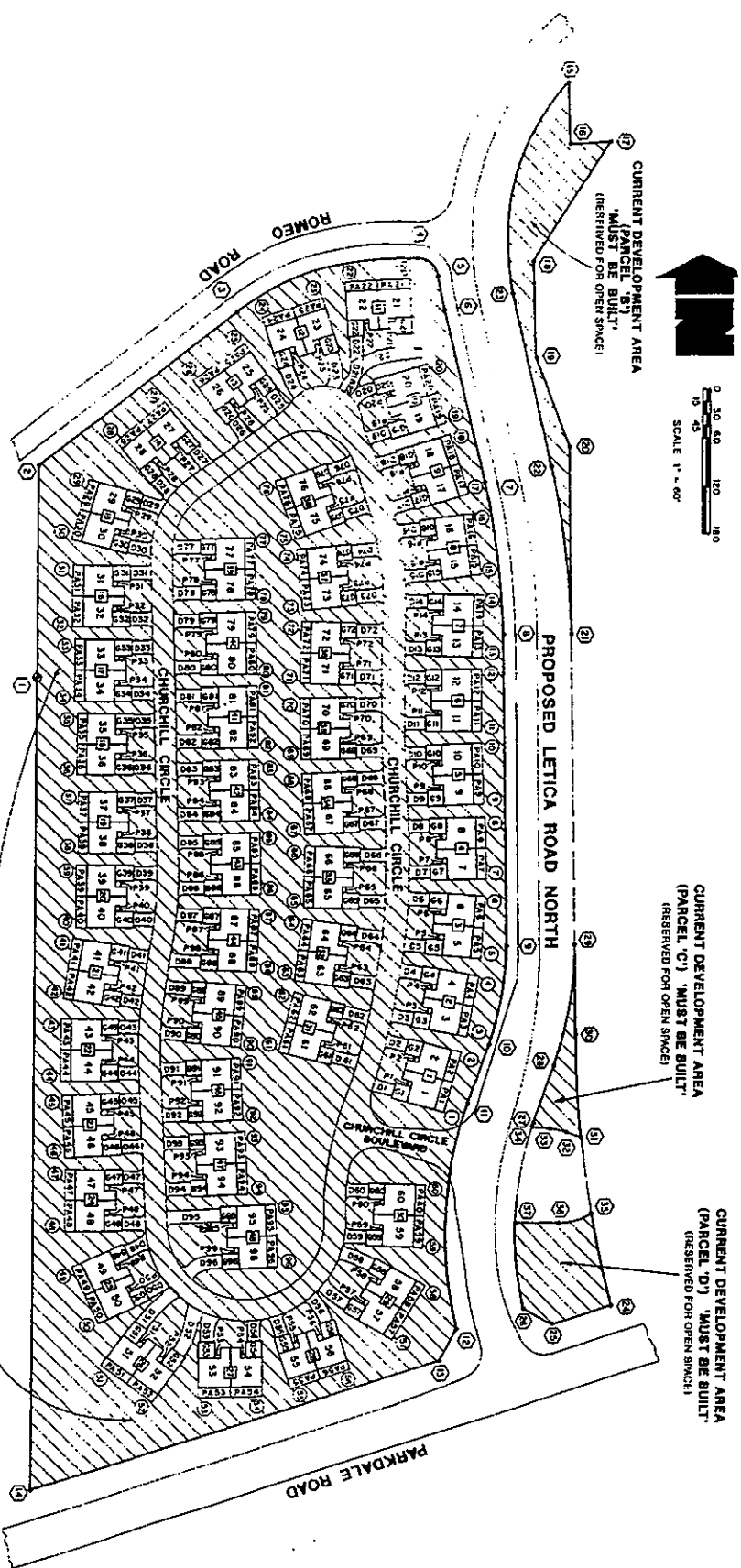
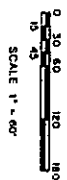


NOTES

1. * DEPOSES MONUMENT, MONUMENTS HAVE NOT BEEN SET AT TIME OF PLAN PREPARATION, BUT SHALL BE WITHIN ONE YEAR OF THE DATE ON WHICH THE MASTER NEEDS IS RECORDED.
2. * FROM TO CURVE PLAIN STREET, A FOR LOCATION OF PROPOSED SECTION 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.
3. BEARINGS ARE IN RELATION TO STONY POINTE SUB. NO. 3 AS RECORDED IN LIBER 220, PAGE 1 THRU 5, OAKLAND COUNTY RECORDS.
4. ALL CURRENT DEVELOPMENT AREAS ARE DESIGNATED AS 'MUST BE BUILT'.

CURVE DATA

NO.	ARC	RADIUS	DELTA	CHORD	CH. BEARING
1	121.48	121.48	44°48'23"	228.43	89°56'46"
2	121.48	121.48	44°48'23"	228.43	89°56'46"
3	121.48	121.48	44°48'23"	228.43	89°56'46"
4	121.48	121.48	44°48'23"	228.43	89°56'46"
5	121.48	121.48	44°48'23"	228.43	89°56'46"
6	121.48	121.48	44°48'23"	228.43	89°56'46"
7	121.48	121.48	44°48'23"	228.43	89°56'46"
8	121.48	121.48	44°48'23"	228.43	89°56'46"
9	121.48	121.48	44°48'23"	228.43	89°56'46"
10	121.48	121.48	44°48'23"	228.43	89°56'46"
11	121.48	121.48	44°48'23"	228.43	89°56'46"
12	121.48	121.48	44°48'23"	228.43	89°56'46"
13	121.48	121.48	44°48'23"	228.43	89°56'46"
14	121.48	121.48	44°48'23"	228.43	89°56'46"
15	121.48	121.48	44°48'23"	228.43	89°56'46"
16	121.48	121.48	44°48'23"	228.43	89°56'46"
17	121.48	121.48	44°48'23"	228.43	89°56'46"
18	121.48	121.48	44°48'23"	228.43	89°56'46"
19	121.48	121.48	44°48'23"	228.43	89°56'46"
20	121.48	121.48	44°48'23"	228.43	89°56'46"
21	121.48	121.48	44°48'23"	228.43	89°56'46"
22	121.48	121.48	44°48'23"	228.43	89°56'46"
23	121.48	121.48	44°48'23"	228.43	89°56'46"
24	121.48	121.48	44°48'23"	228.43	89°56'46"
25	121.48	121.48	44°48'23"	228.43	89°56'46"
26	121.48	121.48	44°48'23"	228.43	89°56'46"
27	121.48	121.48	44°48'23"	228.43	89°56'46"
28	121.48	121.48	44°48'23"	228.43	89°56'46"
29	121.48	121.48	44°48'23"	228.43	89°56'46"
30	121.48	121.48	44°48'23"	228.43	89°56'46"
31	121.48	121.48	44°48'23"	228.43	89°56'46"
32	121.48	121.48	44°48'23"	228.43	89°56'46"
33	121.48	121.48	44°48'23"	228.43	89°56'46"
34	121.48	121.48	44°48'23"	228.43	89°56'46"
35	121.48	121.48	44°48'23"	228.43	89°56'46"
36	121.48	121.48	44°48'23"	228.43	89°56'46"
37	121.48	121.48	44°48'23"	228.43	89°56'46"
38	121.48	121.48	44°48'23"	228.43	89°56'46"
39	121.48	121.48	44°48'23"	228.43	89°56'46"
40	121.48	121.48	44°48'23"	228.43	89°56'46"
41	121.48	121.48	44°48'23"	228.43	89°56'46"
42	121.48	121.48	44°48'23"	228.43	89°56'46"
43	121.48	121.48	44°48'23"	228.43	89°56'46"
44	121.48	121.48	44°48'23"	228.43	89°56'46"
45	121.48	121.48	44°48'23"	228.43	89°56'46"
46	121.48	121.48	44°48'23"	228.43	89°56'46"
47	121.48	121.48	44°48'23"	228.43	89°56'46"
48	121.48	121.48	44°48'23"	228.43	89°56'46"
49	121.48	121.48	44°48'23"	228.43	89°56'46"
50	121.48	121.48	44°48'23"	228.43	89°56'46"
51	121.48	121.48	44°48'23"	228.43	89°56'46"
52	121.48	121.48	44°48'23"	228.43	89°56'46"
53	121.48	121.48	44°48'23"	228.43	89°56'46"
54	121.48	121.48	44°48'23"	228.43	89°56'46"
55	121.48	121.48	44°48'23"	228.43	89°56'46"
56	121.48	121.48	44°48'23"	228.43	89°56'46"
57	121.48	121.48	44°48'23"	228.43	89°56'46"
58	121.48	121.48	44°48'23"	228.43	89°56'46"
59	121.48	121.48	44°48'23"	228.43	89°56'46"
60	121.48	121.48	44°48'23"	228.43	89°56'46"
61	121.48	121.48	44°48'23"	228.43	89°56'46"
62	121.48	121.48	44°48'23"	228.43	89°56'46"
63	121.48	121.48	44°48'23"	228.43	89°56'46"
64	121.48	121.48	44°48'23"	228.43	89°56'46"
65	121.48	121.48	44°48'23"	228.43	89°56'46"
66	121.48	121.48	44°48'23"	228.43	89°56'46"
67	121.48	121.48	44°48'23"	228.43	89°56'46"
68	121.48	121.48	44°48'23"	228.43	89°56'46"
69	121.48	121.48	44°48'23"	228.43	89°56'46"
70	121.48	121.48	44°48'23"	228.43	89°56'46"
71	121.48	121.48	44°48'23"	228.43	89°56'46"
72	121.48	121.48	44°48'23"	228.43	89°56'46"
73	121.48	121.48	44°48'23"	228.43	89°56'46"
74	121.48	121.48	44°48'23"	228.43	89°56'46"
75	121.48	121.48	44°48'23"	228.43	89°56'46"
76	121.48	121.48	44°48'23"	228.43	89°56'46"
77	121.48	121.48	44°48'23"	228.43	89°56'46"
78	121.48	121.48	44°48'23"	228.43	89°56'46"
79	121.48	121.48	44°48'23"	228.43	89°56'46"
80	121.48	121.48	44°48'23"	228.43	89°56'46"
81	121.48	121.48	44°48'23"	228.43	89°56'46"
82	121.48	121.48	44°48'23"	228.43	89°56'46"
83	121.48	121.48	44°48'23"	228.43	89°56'46"
84	121.48	121.48	44°48'23"	228.43	89°56'46"
85	121.48	121.48	44°48'23"	228.43	89°56'46"
86	121.48	121.48	44°48'23"	228.43	89°56'46"
87	121.48	121.48	44°48'23"	228.43	89°56'46"
88	121.48	121.48	44°48'23"	228.43	89°56'46"
89	121.48	121.48	44°48'23"	228.43	89°56'46"
90	121.48	121.48	44°48'23"	228.43	89°56'46"
91	121.48	121.48	44°48'23"	228.43	89°56'46"
92	121.48	121.48	44°48'23"	228.43	89°56'46"



LEGEND

- 1. GENERAL COMMON ELEMENT
- 2. BUILDING CORNER COORDINATE LOCATION (SEE SHEET 3)
- 3. PROPERTY CORNER COORDINATE LOCATION (SEE SHEET 3)
- 4. UNIT NUMBER
- 5. BUILDING NUMBER
- 6. UNIT PORCH (LIMITED COMMON ELEMENT)
- 7. UNIT PATIO (LIMITED COMMON ELEMENT)
- 8. UNIT GARAGE (LIMITED COMMON ELEMENT)
- 9. UNIT ENTRANCE (LIMITED COMMON ELEMENT)

NOTES

1. REFER TO SHEET 5 FOR ALL BUILDING AND BOUNDARY COORDINATES.
2. ALL GENERAL COMMON ELEMENT AREAS ARE LANDSCAPED EXCEPT THOSE WHICH ARE PAVED.
3. LIMITED COMMON ELEMENT UNIT PATIOS ARE TYPICALLY EXTENDED TO THE REAR OF EACH UNIT AND ALONG ITS ENTIRE WIDTH EXCEPT FOR UNITS 33 THRU 36 WHICH ARE AS FOLLOWS:
UNITS 33 & 34 10' X WIDTH OF UNIT
UNITS 35 & 36 8' X WIDTH OF UNIT
UNITS 37 & 38 11' X WIDTH OF UNIT
4. UNITS 1 THRU 96 PARCELS A, B, C & D MUST BE BUILT.

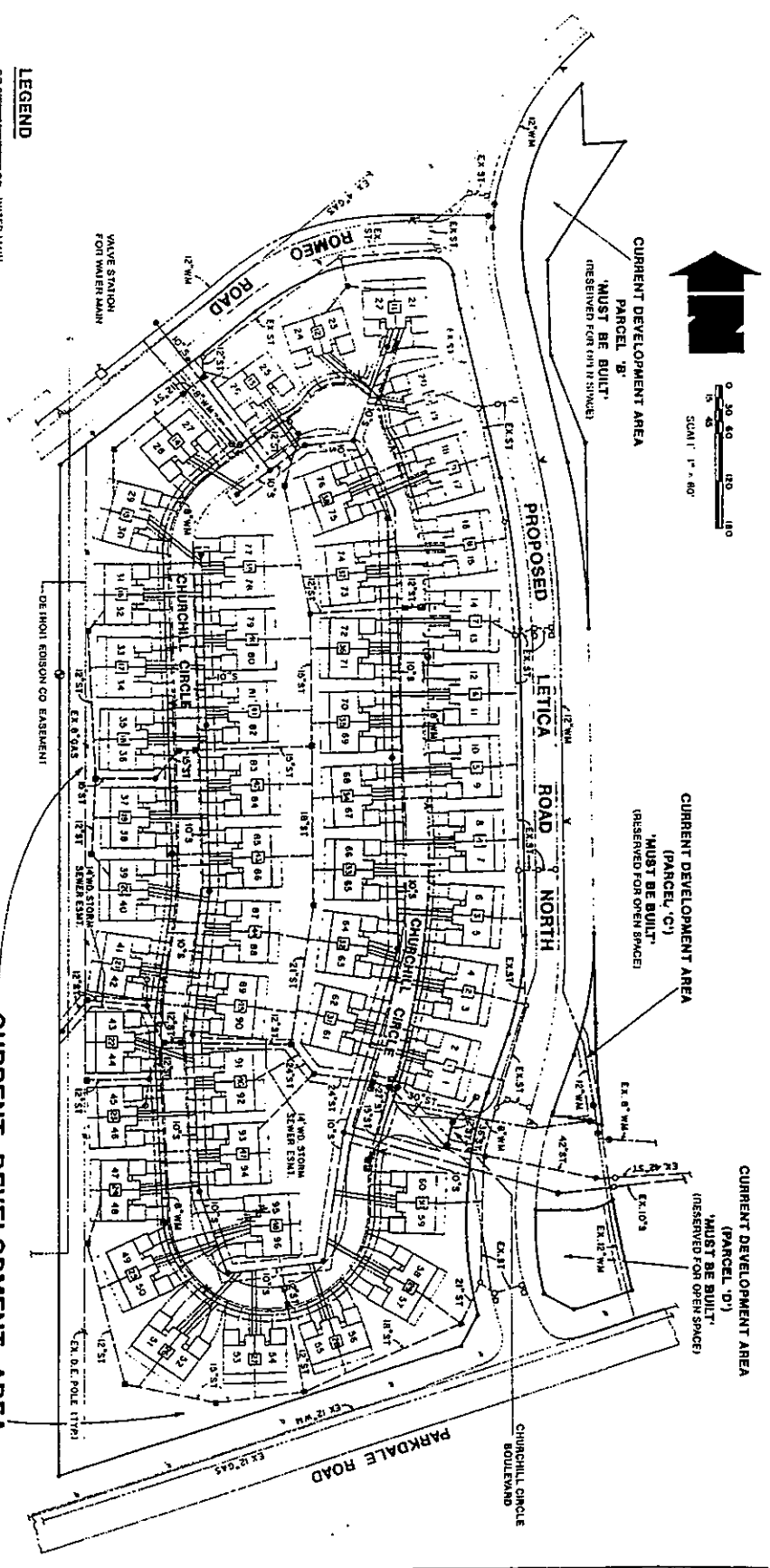
**CURRENT DEVELOPMENT AREA
(PARCEL 'A')**

UNITS 1 THRU 96 MUST BE BUILT



0-15-98	
REVISIONS	DATE BY
1	10/15/98
2	11/15/98
3	12/15/98
4	01/15/99
5	02/15/99
6	03/15/99
7	04/15/99
8	05/15/99
9	06/15/99
10	07/15/99
11	08/15/99
12	09/15/99
13	10/15/99
14	11/15/99
15	12/15/99
16	01/15/00
17	02/15/00
18	03/15/00
19	04/15/00
20	05/15/00
21	06/15/00
22	07/15/00
23	08/15/00
24	09/15/00
25	10/15/00
26	11/15/00
27	12/15/00
28	01/15/01
29	02/15/01
30	03/15/01
31	04/15/01
32	05/15/01
33	06/15/01
34	07/15/01
35	08/15/01
36	09/15/01
37	10/15/01
38	11/15/01
39	12/15/01
40	01/15/02
41	02/15/02
42	03/15/02
43	04/15/02
44	05/15/02
45	06/15/02
46	07/15/02
47	08/15/02
48	09/15/02
49	10/15/02
50	11/15/02
51	12/15/02
52	01/15/03
53	02/15/03
54	03/15/03
55	04/15/03
56	05/15/03
57	06/15/03
58	07/15/03
59	08/15/03
60	09/15/03
61	10/15/03
62	11/15/03
63	12/15/03
64	01/15/04
65	02/15/04
66	03/15/04
67	04/15/04
68	05/15/04
69	06/15/04
70	07/15/04
71	08/15/04
72	09/15/04
73	10/15/04
74	11/15/04
75	12/15/04
76	01/15/05
77	02/15/05
78	03/15/05
79	04/15/05
80	05/15/05
81	06/15/05
82	07/15/05
83	08/15/05
84	09/15/05
85	10/15/05
86	11/15/05
87	12/15/05
88	01/15/06
89	02/15/06
90	03/15/06
91	04/15/06
92	05/15/06
93	06/15/06
94	07/15/06
95	08/15/06
96	09/15/06

PROPOSED
STONY RIDGE CONDOMINIUMS
SITE PLAN
DATE: 10/15/98
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]
3



LEGEND

- WATER MAIN
 STORM SEWER
 BASTARDY SEWER
 GAS MAIN
 DRAIN
 MANHOLE
 CATCH BASIN
 INLET
 FIRE HYDRANT
 POWER POLE
 GATE VALVE
 CLEAN-OUT
 UNIT NUMBER
 BUILDING NUMBER

NOTES

1. SANITARY SEWER SERVICE LEADS ARE 6" WHEN SERVICE LEADS ARE 1'-12".
2. SANITARY SEWER SERVICE LEADS ARE 4".
3. EXISTENCES AS SHOWN OVER SANITARY SEWER ARE 20" WIDE. OVER WATER MAIN ARE 12" WIDE AND OVER STORM SEWER ARE 20" WIDE. ALL RISES OTHERWISE INDICATED.
4. REFER TO SURVEY PLAT SHEET #1 FOR LOCATION OF EXISTING EXISTENCES OTHER THAN CURRENT DEVELOPMENT AREA.
5. ALL UTILITY LOCATIONS AS SHOWN ARE APPROXIMATE. EXACT LOCATIONS WILL BE SHOWN UPON COMPLETION OF THE PROJECT ON THE "AS-BUILT" PLANS.
6. UNITS 1 THRU 6 ARE "A", "B", "C" & "D" AND ALL UTILITIES NEEDED TO SERVICE SAID UNITS MUST BE LOCATED.

CURRENT DEVELOPMENT AREA

UNITS 1 THRU 96 MUST BE BUILT

UTILITY	SOURCE
WATER MAIN STORM SEWER SANITARY SEWER GAS MAIN TELEPHONE ELECTRIC CABLE TV	ZEMEL/WOZNIAK & ASSOC., INC. ZEMEL/WOZNIAK & ASSOC., INC. ZEMEL/WOZNIAK & ASSOC., INC. TO BE SHOWN ON AS-BUILT DWGS. TO BE SHOWN ON AS-BUILT DWGS. TO BE SHOWN ON AS-BUILT DWGS. TO BE SHOWN ON AS-BUILT DWGS.



6-15-98

PROPOSED

[illegible]

SCHEDULE OF BOUNDARY COORDINATES

PT.	NORTH	EAST
1	9461.54	2424.10
2	10227.27	2428.57
3	10227.27	2428.57
4	10440.51	2428.57
5	10440.51	2428.57
6	10419.35	2421.29
7	10202.47	2421.29
8	10011.21	2421.29
9	9406.02	2421.29
10	9406.02	2421.29
11	9421.94	2421.29
12	9139.11	2421.29
13	9100.96	2411.19
14	8942.72	2411.19
15	10227.27	2428.57
16	10440.51	2428.57
17	10440.51	2428.57
18	10478.78	2421.29
19	10227.27	2428.57
20	10227.27	2428.57
21	10227.27	2428.57
22	10227.27	2428.57
23	10227.27	2428.57
24	10227.27	2428.57
25	10227.27	2428.57
26	10227.27	2428.57
27	10227.27	2428.57
28	10227.27	2428.57
29	10227.27	2428.57
30	10227.27	2428.57
31	10227.27	2428.57
32	10227.27	2428.57
33	10227.27	2428.57
34	10227.27	2428.57
35	10227.27	2428.57
36	10227.27	2428.57
37	10227.27	2428.57

SCHEDULE OF BUILDING COORDINATES

PT.	NORTH	EAST	PT.	NORTH	EAST
1	9414.16	2408.33	48	9226.86	2425.49
2	9408.03	2408.33	49	9156.00	2425.49
3	9408.03	2408.33	50	9082.03	2425.49
4	9408.03	2408.33	51	9008.03	2425.49
5	9408.03	2408.33	52	8934.03	2425.49
6	9408.03	2408.33	53	8860.03	2425.49
7	9408.03	2408.33	54	8786.03	2425.49
8	9408.03	2408.33	55	8712.03	2425.49
9	9408.03	2408.33	56	8638.03	2425.49
10	9408.03	2408.33	57	8564.03	2425.49
11	9408.03	2408.33	58	8490.03	2425.49
12	9408.03	2408.33	59	8416.03	2425.49
13	9408.03	2408.33	60	8342.03	2425.49
14	9408.03	2408.33	61	8268.03	2425.49
15	9408.03	2408.33	62	8194.03	2425.49
16	9408.03	2408.33	63	8120.03	2425.49
17	9408.03	2408.33	64	8046.03	2425.49
18	9408.03	2408.33	65	7972.03	2425.49
19	9408.03	2408.33	66	7898.03	2425.49
20	9408.03	2408.33	67	7824.03	2425.49
21	9408.03	2408.33	68	7750.03	2425.49
22	9408.03	2408.33	69	7676.03	2425.49
23	9408.03	2408.33	70	7602.03	2425.49
24	9408.03	2408.33	71	7528.03	2425.49
25	9408.03	2408.33	72	7454.03	2425.49
26	9408.03	2408.33	73	7380.03	2425.49
27	9408.03	2408.33	74	7306.03	2425.49
28	9408.03	2408.33	75	7232.03	2425.49
29	9408.03	2408.33	76	7158.03	2425.49
30	9408.03	2408.33	77	7084.03	2425.49
31	9408.03	2408.33	78	7010.03	2425.49
32	9408.03	2408.33	79	6936.03	2425.49
33	9408.03	2408.33	80	6862.03	2425.49
34	9408.03	2408.33	81	6788.03	2425.49
35	9408.03	2408.33	82	6714.03	2425.49
36	9408.03	2408.33	83	6640.03	2425.49
37	9408.03	2408.33	84	6566.03	2425.49
38	9408.03	2408.33	85	6492.03	2425.49
39	9408.03	2408.33	86	6418.03	2425.49
40	9408.03	2408.33	87	6344.03	2425.49
41	9408.03	2408.33	88	6270.03	2425.49
42	9408.03	2408.33	89	6196.03	2425.49
43	9408.03	2408.33	90	6122.03	2425.49
44	9408.03	2408.33	91	6048.03	2425.49
45	9408.03	2408.33	92	5974.03	2425.49
46	9408.03	2408.33	93	5900.03	2425.49
47	9408.03	2408.33	94	5826.03	2425.49
48	9408.03	2408.33	95	5752.03	2425.49
49	9408.03	2408.33	96	5678.03	2425.49

6-15-98

PROPOSED

STONY RIDGE CONDOMINIUMS

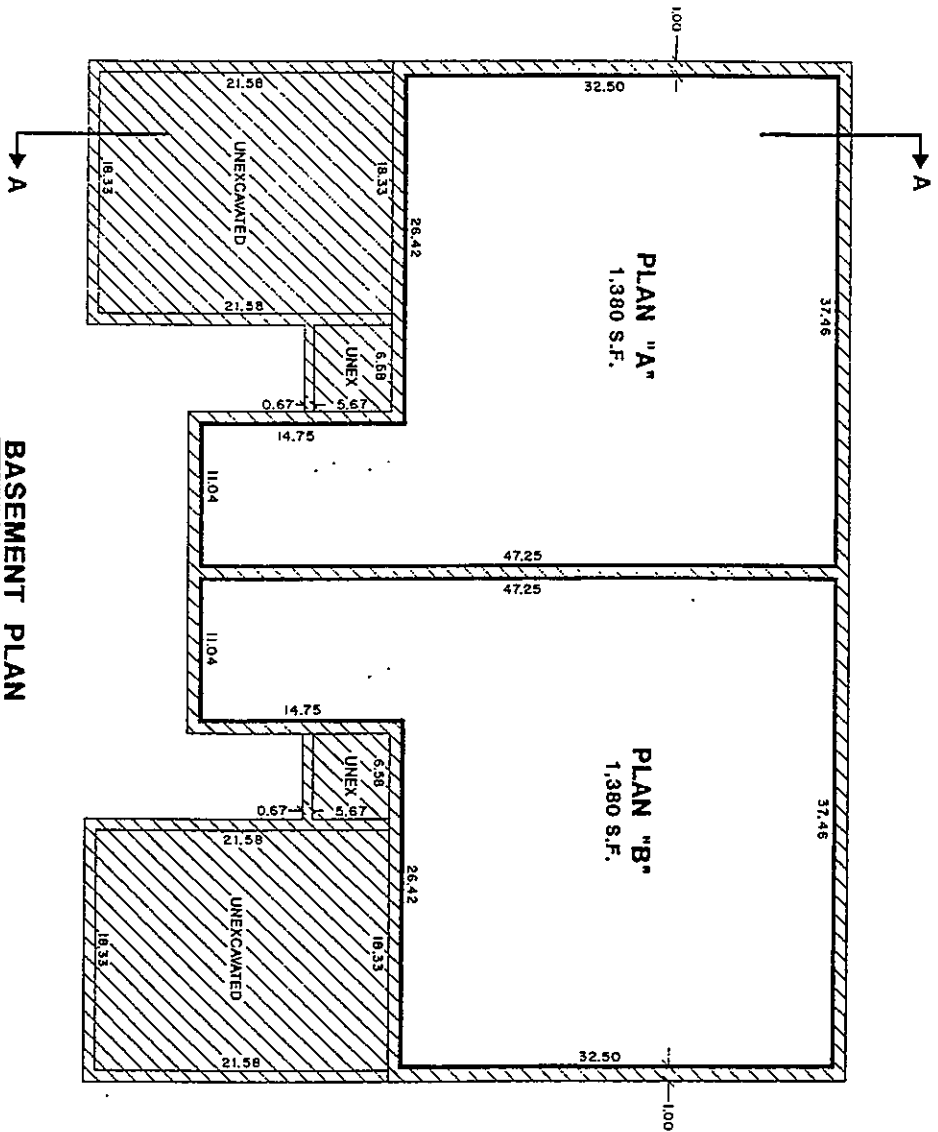
BUILDING & BOUNDARY COORDINATES

DATE: 6-15-98

BY: [Signature]

FOR: [Signature]

5



BASEMENT PLAN BUILDINGS 1 THRU 48

LEGEND

GENERAL COMMON ELEMENT

1 UNIT OF OWNERSHIP

SCALE 1" = 4'

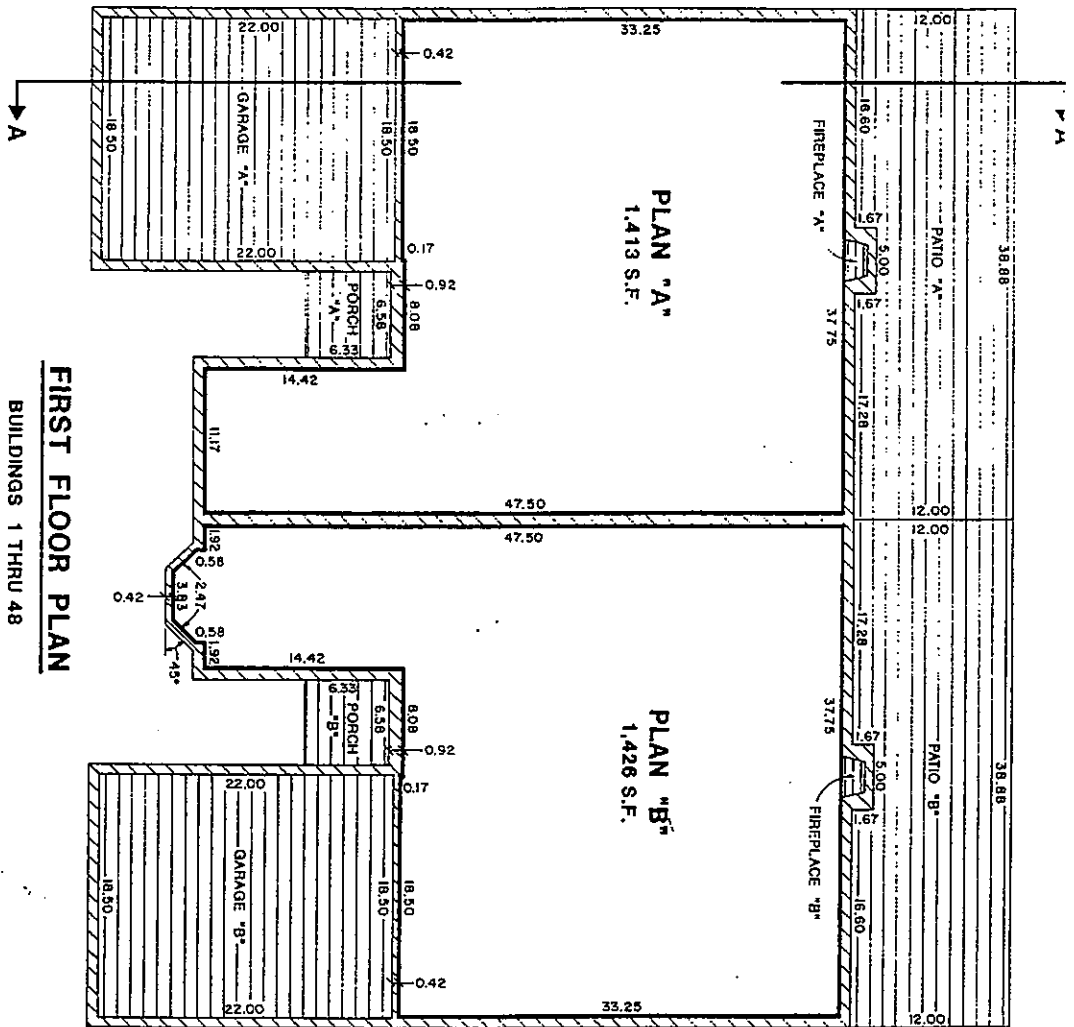
NOTES

1. ALL BASEMENT PLAN WALLS ARE 6" EXCEPT AS NOTED.
2. ALL DIMENSIONS ARE IN FEET.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.
4. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING EXCEPT AS NOTED.

STORY	UNIT NUMBER	STORY	UNIT NUMBER
NO.	PLAN A	NO.	PLAN B
1	1	1	1
2	2	2	2
3	3	3	3
4	4	4	4
5	5	5	5
6	6	6	6
7	7	7	7
8	8	8	8
9	9	9	9
10	10	10	10
11	11	11	11
12	12	12	12
13	13	13	13
14	14	14	14
15	15	15	15
16	16	16	16
17	17	17	17
18	18	18	18
19	19	19	19
20	20	20	20
21	21	21	21
22	22	22	22
23	23	23	23
24	24	24	24
25	25	25	25
26	26	26	26
27	27	27	27
28	28	28	28
29	29	29	29
30	30	30	30
31	31	31	31
32	32	32	32
33	33	33	33
34	34	34	34
35	35	35	35
36	36	36	36
37	37	37	37
38	38	38	38
39	39	39	39
40	40	40	40
41	41	41	41
42	42	42	42
43	43	43	43
44	44	44	44
45	45	45	45
46	46	46	46
47	47	47	47
48	48	48	48



9-15-88		PROPOSED	
STONY RIDGE CONDOMINIUMS		BASEMENT PLAN	
DOMESTIC CORPORATION		CIVIL ENGINEER	
100 WEST 100TH STREET		NEW YORK, N.Y. 10025	
6		6	



BLDG.	UNIT NUMBER	BLDG.	UNIT NUMBER
NO.	PLAN A	NO.	PLAN B
1	1	25	25
2	2	26	26
3	3	27	27
4	4	28	28
5	5	29	29
6	6	30	30
7	7	31	31
8	8	32	32
9	9	33	33
10	10	34	34
11	11	35	35
12	12	36	36
13	13	37	37
14	14	38	38
15	15	39	39
16	16	40	40
17	17	41	41
18	18	42	42
19	19	43	43
20	20	44	44
21	21	45	45
22	22	46	46
23	23	47	47
24	24	48	48

LEGEND



SCALE 1" = 4'

NOTES

1. ALL FIRST FLOOR PLAN WALLS ARE 0.75' EXCEPT AS NOTED.
2. ALL DIMENSIONS ARE IN FEET.
3. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.
4. ALL WALLS ARE CONSTRUCTED AT 10" TO FLOOR AND CEILING EXCEPT AS NOTED.
5. LIMITED COMMON ELEMENT UNIT PATIOS ARE TYPICALLY EXTENDED 12" FROM THE REAR OF EACH UNIT AND ALONG ITS ENTIRE WIDTH EXCEPT FOR UNITS 23 THRU 38 WHICH ARE AS FOLLOWS:
UNITS 23 & 24 10' X WIDTH OF UNIT
UNITS 25 & 26 8' X WIDTH OF UNIT
UNITS 27 & 28 11' X WIDTH OF UNIT



6-15-98

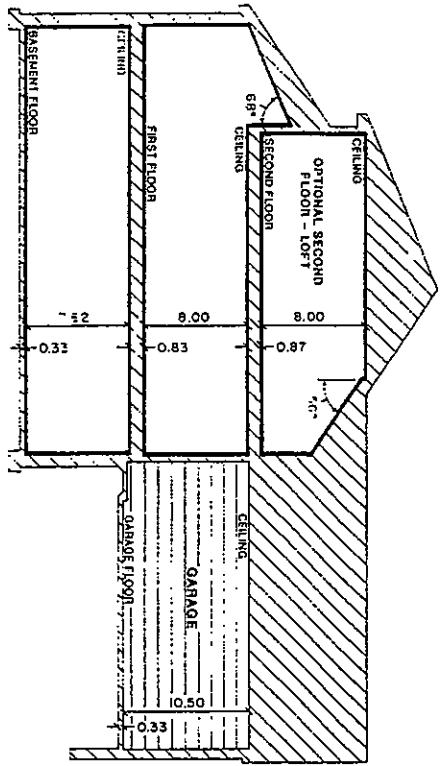
PROPOSED

STONY RIDGE CONDOMINIUMS

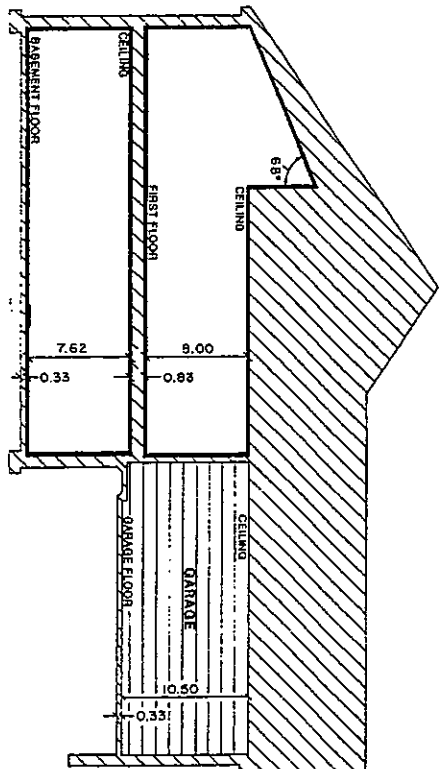
FIRST FLOOR PLAN

DAVID W. VANDENBERG
PROFESSIONAL ENGINEER
STATE OF NEW YORK
NO. 13177
EXPIRATION DATE 12/31/2014

7

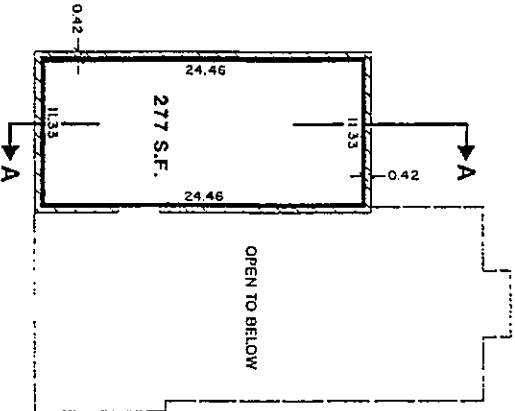


RANCH SECTION WITH OPTIONAL LOFT
SECTION A-A



RANCH SECTION
SECTION A-A

OPTIONAL SECOND FLOOR PLAN - LOFT
"A" & "B" PLAN



SCHEDULE OF FIRST FLOOR ELEVATIONS			
BUILDING NO.	ELEVATION	BUILDING NO.	ELEVATION
1	714.48	24	724.48
2	714.48	25	724.48
3	714.48	26	724.48
4	714.48	27	724.48
5	714.48	28	724.48
6	714.48	29	724.48
7	714.48	30	724.48
8	714.48	31	724.48
9	714.48	32	724.48
10	714.48	33	724.48
11	714.48	34	724.48
12	714.48	35	724.48
13	714.48	36	724.48
14	714.48	37	724.48
15	714.48	38	724.48
16	714.48	39	724.48
17	714.48	40	724.48
18	714.48	41	724.48
19	714.48	42	724.48
20	714.48	43	724.48
21	714.48	44	724.48
22	714.48	45	724.48
23	714.48	46	724.48
24	714.48	47	724.48
25	714.48	48	724.48
26	714.48	49	724.48
27	714.48	50	724.48
28	714.48	51	724.48
29	714.48	52	724.48
30	714.48	53	724.48
31	714.48	54	724.48
32	714.48	55	724.48
33	714.48	56	724.48
34	714.48	57	724.48
35	714.48	58	724.48
36	714.48	59	724.48
37	714.48	60	724.48
38	714.48	61	724.48
39	714.48	62	724.48
40	714.48	63	724.48
41	714.48	64	724.48
42	714.48	65	724.48
43	714.48	66	724.48
44	714.48	67	724.48
45	714.48	68	724.48
46	714.48	69	724.48
47	714.48	70	724.48
48	714.48	71	724.48
49	714.48	72	724.48
50	714.48	73	724.48
51	714.48	74	724.48
52	714.48	75	724.48
53	714.48	76	724.48
54	714.48	77	724.48
55	714.48	78	724.48
56	714.48	79	724.48
57	714.48	80	724.48
58	714.48	81	724.48
59	714.48	82	724.48
60	714.48	83	724.48
61	714.48	84	724.48
62	714.48	85	724.48
63	714.48	86	724.48
64	714.48	87	724.48
65	714.48	88	724.48
66	714.48	89	724.48
67	714.48	90	724.48
68	714.48	91	724.48
69	714.48	92	724.48
70	714.48	93	724.48
71	714.48	94	724.48
72	714.48	95	724.48
73	714.48	96	724.48
74	714.48	97	724.48
75	714.48	98	724.48
76	714.48	99	724.48
77	714.48	100	724.48



6-15-98

PROPOSED

OPTIONAL SECOND FLOOR PLAN & SECTIONS

STONY RIDGE CONDOMINIUMS

1000 S. 10th Ave. Suite 1000

MIAMI, FL 33130

8

- LEGEND**
- GENERAL COMMON ELEMENT
 - LIMITED COMMON ELEMENT
 - LIMITS OF OWNERSHIP
- NOTES**
1. ALL DIMENSIONS ARE IN FEET.
 2. ALL WALLS ARE CONSTRUCTED AT 90° TO EACH OTHER EXCEPT AS NOTED.
 3. ALL WALLS ARE CONSTRUCTED AT 90° TO FLOOR AND CEILING EXCEPT AS NOTED.

502
FILED

APR 10 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

987E#4979, 0409 LRP&FI K21 J20

RECEIVED

APR 09 1998

km

**NON-PROFIT
ARTICLES OF INCORPORATION**

MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

STONY RIDGE CONDOMINIUMS ASSOCIATION

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

757-282

ARTICLE I

NAME

The name of the corporation is Stony Ridge Condominiums Association.

ARTICLE II

PURPOSES

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

- (a) To manage and administer the affairs of and to maintain Stony Ridge Condominiums, a condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

km

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

(i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978, as amended;

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

ARTICLE III

ADDRESSES

Location of the first registered office is 46401 Romeo Plank, Suite One, Macomb Township, Macomb County, Michigan 48044.

Post office address of the first registered office is 46401 Romeo Plank, Suite One, Macomb, Michigan 48044.

ARTICLE IV

RESIDENT AGENT

The name of the first resident agent is Michael A. Chirco.

ARTICLE V

BASIS OF ORGANIZATION AND ASSETS

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

The amount of assets which said corporation possesses is:

Real Property: None
Personal Property: None

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

ARTICLE VI

INCORPORATOR

The name and place of business of the incorporator is Mark J. Abdo, 42550 Garfield Road, Suite 104A, Clinton Township, Michigan 48038.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

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

(a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to any nonco-owner incorporators, who shall cease to be members upon the qualification of membership of any Co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.

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

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

ARTICLE IX

VOLUNTEER DIRECTORS

Pursuant to Section 209(c) of the Michigan Nonprofit Corporation Act (being Act No 162 of the Public Acts of 1982, as amended) a volunteer director (as defined in in Section 110(2) of the the Michigan Nonprofit Act) of Stony Ridge Condominiums Association, is not personally liable to the corporation or its members for monetary damages for a breach of the director's fiduciary duty. However, this section shall not eliminate or limit the liability of a director for any of the following:

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

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


(c) A violation of Section 551(1) of the Michigan Nonprofit Corporation Act.

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

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

Stony Ridge Condominiums Association hereby assumes all liability to any person other than the corporation or its members for all acts or omissions of a volunteer director.

Signed this 30th day of September, 1997.


Mark J. Abdo, Incorporator

502

FILED

APR 10 1998

Administrator
MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

987EH4979 3459 120871

RECEIVED

APR 09 1998

kn

**NON-PROFIT
ARTICLES OF INCORPORATION**

MI DEPARTMENT OF CONSUMER & INDUSTRY SERVICES
CORPORATION, SECURITIES & LAND DEVELOPMENT BUREAU

STONY RIDGE CONDOMINIUMS ASSOCIATION

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

757-282

ARTICLE I

NAME

The name of the corporation is Stony Ridge Condominiums Association.

ARTICLE II

PURPOSES

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

(a) To manage and administer the affairs of and to maintain Stony Ridge Condominiums, a condominium (hereinafter called "Condominium");

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

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

(d) To rebuild improvements after casualty;

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

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

(g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;

5/3

ARTICLE VI

INCORPORATOR

The name and place of business of the incorporator is Mark J. Abdo, 42550 Garfield Road, Suite 104A, Clinton Township, Michigan 48038.

ARTICLE VII

EXISTENCE

The term of corporate existence is perpetual.

ARTICLE VIII

MEMBERSHIP AND VOTING

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

(a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the corporation until such time as their membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to any nonco-owner incorporators, who shall cease to be members upon the qualification of membership of any Co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated.

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

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

DISCLOSURE STATEMENT

STONY RIDGE CONDOMINIUMS

City of Rochester
Oakland County, Michigan

DEVELOPER

MJC Stony Ridge, L.L.C.
46401 Romeo Plank Road
Suite One
Macomb, Michigan 48044

Telephone (810) 263-1203

Stony Ridge Condominiums is a 96-unit residential condominium.

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

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

Effective date:

**STONY RIDGE CONDOMINIUMS
TABLE OF CONTENTS**

	Page
I. Introduction	1
II. The Condominium Concept	1
III. Description of the Condominium Project	2
A. General	2
B. Utilities	2
C. Roads	2
D. Reserved Rights of Developer	2
E. Patio Areas	4
F. Square Footage Calculations	4
IV. Legal Documentation	4
A. General	4
B. Master Deed	4
C. Condominium Bylaws	4
D. Condominium Subdivision Plan	4
V. The Developer	5
A. Developer's Background and Experience	5
B. Legal Proceedings Involving the Condominium Project or the Developer	5
VI. Operation and Management of the Condominium Project	5
A. The Condominium Association	5
B. Percentages of Value	6
C. Project Finances	6
D. Condominium Association Management Contract	7
E. Insurance	7
F. Restrictions on Ownership, Occupancy and Use	8
VII. Rights and Obligations as Between Developer and Co-owners	9
A. Before Closing	9
B. At Closing	9
C. After Closing	9
VIII. Purpose of Disclosure Statement	10

**DISCLOSURE STATEMENT
STONY RIDGE CONDOMINIUMS**

I. Introduction

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

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

II. The Condominium Concept

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

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

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

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

Except for the year in which the project is established, (or, in the case of units added to an expanding project by subsequent amendment to the Master Deed, the year in which such amendment is recorded), real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements. No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an expansion amendment is

recorded, the taxes and assessments for the units covered by the Master Deed or expansion amendment are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. Accordingly, each purchaser is urged to carefully review the Master Deed, Condominium Bylaws and Condominium Subdivision Plans as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. Description of the Condominium Project

A. General. Stony Ridge Condominiums is a 96-Unit residential Condominium Project.

B. Utilities. Stony Ridge Condominiums is served by water, sanitary sewer, gas, electric and telephone service. Gas service is furnished by Consumers Energy, electricity is furnished by Detroit Edison Company and telephone service is provided by Ameritech.

C. Roads. Stony Ridge Condominiums is served by Letica Road North leading to the condominium. The interior roads in Stony Ridge Condominiums are private and also will be maintained by the Association. Replacement, repair and resurfacing of all roads, drives and parking areas within the project will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the responsibility of the Association to inspect and perform preventive maintenance of condominium roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs.

D. Reserved Rights of Developer.

(1) **Expansion of Project.** The Developer has reserved the right to expand the project to no more than 96 units within a period ending no later than 6 years from the date of recording of the Master Deed. In connection with such expansion, the Developer has reserved the right to define and redefine general or limited common elements as may be necessary to adequately describe and service the expansion land and to change the nature of any common element previously included in the condominium project to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways and sidewalks to any roadways and sidewalks planned for the expansion land, and to

provide access to any condominium units over such roadways and sidewalks.

(2) **Modification of Units.** The Developer has reserved the right to modify the size, location, design or elevation of units and/or general or limited common elements by amendment to the Master Deed. Such modifications shall be in the sole discretion of the Developer without the consent of any other person.

(3) **Conduct of Commercial Activities.** The Developer has reserved the right to maintain on the condominium premises an office for conduct of commercial activities as it may elect together with a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises, as may be reasonable to enable development, sale and operation.

(4) **Right to Amend.** The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval.

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

(6) **Easements for Use of Utilities.** The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in the project in connection with the expansion of the project or the development of separate projects on the expansion land.

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

(8) **Convertible Areas.** The Developer has reserved in Article VII of the Master Deed the right to expand and/or reduce the size of individual units, to construct Limited Common Element courtyards, to construct and/or relocate limited common elements and to construct decks within the Convertible Areas designated therein. The Developer must exercise this right within 6 years from the date of recording of the Master Deed.

(9) **General.** In the condominium documents and in the Condominium Act, certain rights and powers are granted or re-

served to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

E. Patio Areas. The limited common element patio areas for Units 33, 34, 35, 36, 37 and 38, are smaller than the patio areas for all other Units to keep these patio areas from encroaching on rear yard utility easements. Please see Sheet 3 of the Condominium Subdivision Plan for a complete description of all patio areas.

F. Square Footage Calculations. The square footage calculations shown on the Condominium Subdivision Plan are computed on the interior dimensions of the Unit. The square footages quoted in sales literature given to you will differ from those shown on the Condominium Subdivision Plan because these square footages are calculated on the exterior dimensions of the Unit.

IV. Legal Documentation

A. General. Stony Ridge Condominiums was established as a condominium project pursuant to a Master Deed recorded in the Oakland County Records. The Master Deed includes the Condominium Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

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

C. Condominium Bylaws. The Condominium Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the condominium project. Article VI contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article VI also contains provisions permitting the adoption of rules and regulations governing the common elements. At the present time, no rules and regulations have been adopted by the Board of Directors of the Association.

D. Condominium Subdivision Plan. The Condominium Subdivision Plan is a three-dimensional survey depicting the physical

location and boundaries of each of the units and all of the common elements in the project.

V. The Developer

A. Developer's Background and Experience. The Developer of Stony Ridge Condominiums is MJC Stony Ridge, L.L.C., a Michigan limited liability. Michael A. Chirco, a principal of the Developer, has extensive experience in residential development, including the following condominium projects: Knollwood Village Condominium, Knollwood Pointe Condominiums, Lakeside Villas, Heatherwood Estates, Oakbrooke Village Condominium, The Arbors and The Parc at Vineyards.

B. Legal Proceedings Involving the Condominium Project or the Developer. The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium project or the Developer which would be material to a Purchaser.

VI. Operation and Management of the Condominium Project

A. The Condominium Association. The responsibility for management and maintenance of the project is vested in the Stony Ridge Condominiums Association, which has been incorporated as a non-profit corporation under Michigan law. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within 120 days after conveyance of legal or equitable title to non-developer co-owners of 25% in number of the units that may be created, 1 of the 5 directors will be selected by non-developer co-owners of units; within 120 days after conveyance of legal or equitable title to non-developer co-owners of 50% in number of the units that may be created, not less than 2 of the 5 directors will be selected by non-developer co-owners of units; and 120 days after conveyance of legal or equitable title to non-developer co-owners of 75% in number of the units that may be created, the non-developer co-owners shall elect all directors, except that the Developer shall have the right to designate at least 1 director as long as it owns at least 1 unit in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer co-owners may elect directors in proportion to the number of units which they own.

Within 120 days after 1/3 of the total number of units that may be created have been conveyed or 1 year from the date of the first conveyance, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the non-developer co-owners and the Developer.

The First Annual Meeting must be held on or before the expiration of 120 days after the conveyance of legal or equitable

title to non-developer co-owners of 75% in number of all units that may be created or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the co-owner members of the Association will elect directors, and the directors in turn shall elect officers for the Association. The Developer's voting rights are set forth in Article VIII, Section 2 of the Bylaws.

B. Percentages of Value. The percentages of value for Stony Ridge Condominiums were computed on the basis of comparative characteristics of various units. The percentage of value for each unit is equal. Total value for the entire project is precisely 100. In Stony Ridge Condominiums, the percentage of value assigned to each unit determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project.

C. Project Finances.

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

(2) **Assessments.** Each co-owner of a unit included within the project must contribute to the Association in proportion to the percentage of value assigned to the unit(s) owned by him to defray expenses of administration. The Board of Directors may also levy special assessments in accordance with the provisions of Article II, Section 3 of the Condominium Bylaws.

The Developer shall only be responsible for payment of the full monthly Association assessment with respect to completed units and occupied units that it owns. The Developer shall not be responsible whatsoever to the Association for any payments in connection with incomplete units. The Developer shall independently pay all direct costs of maintaining incomplete units for which it is not responsible to pay the regular maintenance assessments.

(3) **Possible Additional Liability.** Each purchaser is advised of the following possible liability of each co-owner

under Section 58 of the Condominium Act:

If the holder of the first mortgage or other purchaser of a condominium unit obtains title to that unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which had become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. Condominium Association Management Contract. The Condominium Bylaws do not require that the Association employ a professional management agent to manage the affairs of the condominium. The Association has entered into a management agreement with Metropolitan Property Management, Inc., whose address is 42850 Schoenherr Road, Sterling Heights, Michigan 48313. The management fee is shown in the budget attached hereto. Metropolitan Property Management, Inc., has established itself as a leader in the field of condominium management. Presently, they are managing in excess of \$80,000,000.00 of properties in Macomb and Oakland Counties. These properties include commercial and residential ranging from 10 to 325 units with annual assessments in excess of \$2,000,000.00. The Association may terminate the agreement on the "transitional control date" or at any time within 90 days thereafter. The "transitional control date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

E. Insurance.

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

(2) **Other Insurance.** The condominium documents require that the Association carry fire and extended coverage, vandalism and malicious mischief and liability insurance and workmen's compensation insurance, if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each co-owner's pro rata share of the annual Association insur-

ance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the condominium project will be furnished to each co-owner upon closing the sale of his unit. Each co-owner is responsible for obtaining insurance coverage with respect to the interior and contents of his unit to the extent indicated in Article IV of the Condominium Bylaws, as well as for liability for injury within his unit and upon limited common elements assigned to his unit, and for alternative living expense in the event of fire. The Association should periodically review all insurance coverage to be assured of its continued adequacy and co-owners should each do the same with respect to their personal insurance.

F. Restrictions on Ownership, Occupancy and Use. Article VI of the Condominium Bylaws contains comprehensive restrictions on the use of the condominium units and the common elements. It is impossible to paraphrase these restrictions without risking the omission of some portion that may be of significance to a purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use.

The following is a list of certain of the most significant restrictions:

(1) Units are to be used for single-family residential purposes only.

(2) With certain exceptions, no co-owner may lease less than his entire unit, nor lease his unit for less than an initial term of 6 months without the approval of the Association. Although it is the Developer's intention to sell all of the units that it owns in the project, it will necessarily require some time for the Developer to achieve this goal. Further, market conditions and other factors beyond the Developer's control may impede the Developer's efforts to complete its sales program and may necessitate the suspension of the sales program from time to time. Accordingly, the Developer may lease all unsold units in the project for such terms as may be most compatible with achievement of the Developer's sales program in an effort to keep the project fully occupied throughout the duration of such program.

(3) No animal, including household pets, except 1 dog or 1 cat which shall not exceed 25 pounds in weight, shall be kept without the prior written consent of the Board of Directors, which consent, if given, shall be revocable at any time by the Board for failure by pets or their owners to observe provisions of the Bylaws or rules and regulations of the Association pertaining to pets.

(4) There are substantial limitations upon physical

changes which may be made to the units and common elements in the project, and upon the uses to which the common elements and units may be put.

(5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements, without vote of the co-owners.

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

VII. Rights and Obligations as Between Developer and Co-owners

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

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

C. After Closing.

(1) **General.** Subsequent to the purchase of the unit, relations between the Developer and the co-owner are governed by the Master Deed, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) **Condominium Project Warranties.** The Developer is warranting each of the units against defects in workmanship and materials for a period of 1 year from the date of closing the sale of the pertinent unit, as more particularly set forth in the Limited Warranty which accompanied the Purchase Agreement. Except for emergencies or in other extraordinary circumstances, all warranty claims must be submitted in writing to the Developer

at its address appearing on the cover sheet of this Disclosure Statement within the applicable 1-year warranty period. In the case of emergencies or in other extraordinary circumstances where written communications would be inappropriate, purchasers should contact the Developer by telephone at the number shown on the cover of this Disclosure Statement. This warranty is extended only to the first purchaser of each unit and is not transferable. The terms of the Developer's warranty are completely set forth in the Limited Warranty which accompanied the Purchase Agreement, and it is recommended that you examine the Limited Warranty and review it with advisors of your choice prior to the execution of the Purchase Agreement and the closing on the purchase of your condominium unit. LIMITED WARRANTIES ARE PROVIDED AS STATED. EXPRESS WARRANTIES ARE NOT PROVIDED UNLESS SPECIFICALLY STATED.

VIII. Purpose of Disclosure Statement

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

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