



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

LAW BUILDING, LANSING, MICHIGAN 48213

RICHARD K. HELMBRECHT, Director

RECORDED IN MACOMB CO
RECORDS AT: 11:25

MAR 26 1973

Edna Miller

CLERK - REGISTER OF DEED
MACOMB COUNTY, MICHIGANORDER

CERTIFICATE OF APPROVAL OF MASTER DEED

A176179

In re: Application of Village Homes, Inc., 10515 W. McNichols, Detroit, Michigan, Developer, for a Certificate of Approval of Master Deed for CROSSWINDS CONDOMINIUM, N.L. Corner 17 Mile & Hayes, Clinton Township, Michigan.

1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
 - b. That this order be recorded with the County Registry of Deeds at the same time as the Master Deed itself is so recorded.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the master deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

Dated: March 22, 1973
Lansing, Michigan

By

Hugh H. Makens
Hugh H. Makens, Director
Corporation & Securities Bureau



MASTER DEED

CROSSWINDS

A176180

(Act 229, Public Acts of 1963, as amended)

In the Township of Clinton, Macomb County, State of Michigan, on this 23 day of March, 1973, VILLAGE HOMES, INC., a Michigan corporation, represented in this Master Deed by PHILLIP McCARTHY, its President, who is fully empowered and qualified to execute this Master Deed in the name and on behalf of said corporation, does hereby state:

FIRST: Developer is the owner of the land described below, and does, upon the recording of this Master Deed, together with the Condominium By-Laws, attached hereto as Exhibit "A", and the Condominium Subdivision Plan, attached hereto as Exhibit "B" (both of which are incorporated herein by reference and made a part hereof) establish said real property together with the improvements located and to be located thereon, and the appurtenances thereto, as a Condominium Project under the name and style of CROSSWINDS (hereinafter referred to as the "Condominium" or "Condominium Project"). The building and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth and described in the Condominium Subdivision Plan attached hereto as Exhibit "B" containing pages 1 through 12 inclusive, the project being known as Macomb County Condominium Subdivisions Plan No. 59. The architectural plans for the project were approved by the Township of Clinton, State of Michigan. The project is established as a Condominium in accordance with Act 229 of the Public Acts of Michigan of 1963, as amended.

This is to certify that according to the County Treasurer's records there are no tax liens on this property and that taxes are paid for five years previous to date of this instrument except 19____ No. 4207
 1972 NOT EXAMINED MAR 26 1973
 ADAM L. NOWAKOWSKI, Macomb County Treasurer, Per NR
 This certification does not include current taxes now being collected.

RECORDED IN MACOMB COUNTY
 RECORDS AT: 11:36 A.M.

MAR 26 1973

Edna Miller
 CLERK - REGISTER OF DEEDS
 MACOMB COUNTY, MICHIGAN

SECOND: The land referred to in Paragraph FIRST is situated in the Township of Clinton, County of Macomb, State of Michigan, and described as follows:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 18, T.2N., R.13E., CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18, THENCE ALONG THE WEST LINE OF SAID SECTION 18, S. 00° 01' 50" E., 1486.43 FEET; THENCE N. 89° 58' 10" E., 60.00 FEET, TO THE POINT OF BEGINNING; THENCE N. 89° 58' 10" E., 399.39 FEET; THENCE S. 00° 01' 50" E., 201.63 FEET; THENCE N. 89° 58' 10" E., 82.00 FEET; THENCE N. 00° 01' 50" W., 30.00 FEET; THENCE N. 89° 58' 10" E., 119.00 FEET; THENCE S. 00° 00' 50" E., 326.26 FEET; THENCE S. 87° 55' 40" W., 388.29 FEET; THENCE N. 00° 01' 50" W., 92.52 FEET; THENCE S. 89° 58' 10" W., 18.04 FEET; THENCE N. 00° 01' 50" W., 72.00 FEET; THENCE N. 89° 58' 10" E., 49.04 FEET; THENCE N. 00° 01' 50" W., 148.21 FEET; THENCE S. 89° 58' 10" W., 100.25 FEET; THENCE S. 00° 01' 50" E., 123.71 FEET; THENCE S. 89° 58' 10" W., 143.00 FEET; THENCE N. 00° 01' 50" W., 322.71 FEET TO THE POINT OF BEGINNING, AND CONTAINS 215,594 SQUARE FEET, 4.949 ACRES.

THIRD: 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 Crosswinds Condominium 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 Crosswinds, as a Condominium Project. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

(a) The "Act" means the Michigan Horizontal Real Property Act, being Act 229 of the Public Acts of 1963, as amended.

(b) "Association" shall mean 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.

(c) "Condominium By-Laws" means Exhibit "A" hereto, being the By-Laws setting forth the substantive rights and obligations of the co-owners and required by Section 2(k)(7) of the Act to be recorded as part of the Master Deed.

(d) "Association By-Laws" means the corporate By-Laws of Crosswinds Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

(e) "Consolidating Master Deed" means the final amended Master Deed which shall describe Crosswinds as a completed Condominium Project and shall reflect the entire land area added to the Condominium from time to time under Article EIGHTH hereof and all apartments and common elements therein, and which shall express percentages of value pertinent to each apartment as finally readjusted. Such Consolidated Master Deed, when approved by the Michigan Department of Commerce and recorded in the Office of the Macomb County Register of Deeds, shall supersede all previously recorded Master Deeds for Crosswinds.

(f) "Apartment" or "Unit" each mean the enclosed space constituting a single complete residential unit in Crosswinds as such space may be described on Exhibit "B" hereto, and shall have the same meaning as the term "apartment" as defined in the Act.

(g) "Condominium Documents" wherever used means and includes this Master Deed and Exhibits "A" and "B" hereto, and the Articles of Incorporation, By-Laws and the Rules and Regulations, if any, of the Association.

(h) "Condominium Project" "Condominium" or "Project" means Crosswinds as an approved Condominium Project established in conformity with the provisions of the Act.

(i) "Condominium Subdivision Plan" means Exhibit "B" hereto.

(j) "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more units in the Condominium Project. The term "owner," wherever used, shall be synonymous with the term "co-owner".

(k) "Condominium Premises" means and includes the land and the buildings, all improvements and structures thereof, and all easements, rights and appurtenances belonging to Crosswinds as described above.

(l) "Common Elements" where used without modification, shall mean both the general and limited common elements described in Article SIXTH hereof.

(m) "Developer" shall mean Village Homes, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns.

(n) Whenever any reference is made herein to a gender, said reference shall apply to any and all genders where appropriate. Whenever a reference is made to the singular, said reference shall apply to the plural where appropriate.

FOURTH: Each building in the Condominium Project contains individual apartments, all for residential purposes and each capable of individual utilization on account of having its own exit to a common element of the project. Each co-owner of an apartment in the project will have a particular and exclusive property right to his apartment with an undivided and inseparable interest in the common elements of the project as hereinafter set forth in this Master Deed.

FIFTH: The buildings and apartments contained therein, including the number, boundaries, dimensions, area and volume of each apartment are described more particularly in Paragraph SEVENTH hereof and in Exhibit "B" attached hereto. Each apartment consists of a main floor and/or second floor and basement as shown on Exhibit "B".

SIXTH: The common elements of the project, described in Exhibit "B" attached hereto are as follows:

A. The general common elements are:

1. The land described in paragraph "Second" hereof, including driveways and sidewalks.
2. The electrical and telephone wiring networks and plumbing network throughout the project.
3. Public connections for gas, electricity, light, telephone and water, including that contained within unit walls up to the point of connection with gas fixtures, electrical fixtures, and plumbing fixtures within any unit.
4. The foundations, main walls, (including windows and doors therein), roofs, ceilings and floors of the project as described in the plans attached hereto as Exhibit "B".
5. One (1) garage which is subject to a certain license agreement between Crosswinds Condominium Association and the co-owner named therein.
6. Such other elements of the project not herein designated as general or limited common elements which are not enclosed within the boundaries of an apartment and which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements are:

1. Each individual porch in the project is restricted in use to the co-owner of the apartment which opens into such porch, as shown on Exhibit "B" hereto.
2. Each air conditioner compressor shall be limited in use to the unit which it services.
3. The heating, hot water and other mechanical equipment is restricted in use and control to the co-owners of the apartments to which such equipment respectively appertains.
4. Two (2) parking spaces are reserved for the use and enjoyment of those apartments to which said spaces appertain as shown on the Plan of Unit Parking Allocation in Exhibit "B".

5. The interior surfaces of apartment perimeter walls (including windows and doors therein), ceilings and floors contained within an apartment shall be subject to the exclusive use and enjoyment of the Co-Owner of such apartment.

C. The costs of maintenance, repair and replacement of the limited common elements described in subparagraph B(2), B(3) and B(5) above shall be borne by the co-owner of the apartment to which such limited common elements respectively appertain.

The costs of maintenance, repair and replacement of all other limited and general common elements shall be expenses of administration to be borne by all of the co-owners.

No co-owner shall use his apartment 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 another co-owner in the use and enjoyment of his apartment or the common elements.

Public utilities furnishing services such as water, electricity, gas and telephone to the project shall have access to the common elements and the apartments as may be reasonable for the reconstruction, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the project to reconstruct, repair or maintain such service shall be an expense of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A".

SEVENTH: A. The apartments in the Condominium are completely described in this paragraph with reference to the Condominium Subdivision and Site Plan of Crosswinds as surveyed by Hoyem Associates, Inc., and attached hereto as Exhibit "B". Each apartment shall include all the space contained within the unpainted surfaces of the main walls and ceiling, and from the interior surface of the finished sub-floor, all as shown in Exhibit "B" attached hereto. In the event that dimensions of any specific unit constructed or to be constructed in the Condominium premises differ from the dimensions shown on the typical basement or foundation plan for such unit shown in Exhibit "B", then the

typical floor plans for such unit shall be deemed to be automatically changed for such specific unit in the same manner and to the same extent as the measured basement or foundation plan. Building elevations are shown in detail in architectural plans on 35 millimeter microfilm aperture cards on file with the Michigan Department of Commerce.

B. The percentage of value assigned to each apartment in the Condominium is set forth in subparagraph "C" hereof. The percentage of value assigned to each apartment shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of administration and the value of such co-owner's vote at meetings of the Association of Co-Owners. The total value of the project is 100.

C. Set forth below are:

1. Each apartment number as it appears on the Condominium Subdivision Plan.

2. The percentage of value assigned to each apartment.

<u>APARTMENT NO.</u>	<u>TYPE OF APARTMENT</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
BUILDING NO. 3		
3-1	two-bedroom	2.78
3-2	two-bedroom	2.78
3-3	two-bedroom	2.78
3-4	two-bedroom	2.78
3-5	two-bedroom	2.78
3-6	two-bedroom	2.78
BUILDING NO. 4		
4-1	two-bedroom	2.78
4-2	two-bedroom	2.78
4-3	two-bedroom	2.78
4-4	two-bedroom	2.78
4-5	two-bedroom	2.78
4-6	two-bedroom	2.78
4-7	two-bedroom	2.78
4-8	two-bedroom	2.78
BUILDING NO. 23		
23-1	two-bedroom	2.78
23-2	two-bedroom	2.78
23-3	two-bedroom	2.78
23-4	two-bedroom	2.78
23-5	two-bedroom	2.78
23-6	two-bedroom	2.78

ARTICLE V

AMENDMENTS TO BY-LAWS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third (1/3) or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article IV of these By-Laws.

Section 3. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of a majority of all Co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these By-Laws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption.

<u>APARTMENT NO.</u>	<u>TYPE OF APARTMENT</u>	<u>PERCENTAGE OF VALUE ASSIGNED</u>
BUILDING NO. 24		
24-1	two-bedroom	2.78
24-2	two-bedroom	2.78
24-3	two-bedroom	2.78
24-4	two-bedroom	2.78
24-5	two-bedroom	2.78
24-6	two-bedroom	2.78
24-7	two-bedroom	2.78
24-8	two-bedroom	2.78

BUILDING NO. 25		
25-1	two-bedroom	2.78
25-2	two-bedroom	2.78
25-3	two-bedroom	2.78
25-4	two-bedroom	2.78
25-5	two-bedroom	2.78
25-6	two-bedroom	2.78
25-7	two-bedroom	2.78
25-8	two-bedroom	2.78

EIGHTH: The Condominium Project established pursuant to the initial Master Deed of Crosswinds consisting of 36 units is intended to be the first phase of a multi-phase project to contain in its entirety approximately 250 units. Developer owns or is interested in certain additional land described as follows:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 18, T. 2N., R. 13E., CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18, THENCE ALONG THE WEST LINE OF SAID SECTION 18, S. 00° 01' 50" E., 430.85 FEET, AND N. 87° 55' 40" E., 60.04 FEET, TO THE POINT OF BEGINNING THENCE N. 87° 55' 40" E., 601.13 FEET; THENCE S. 00° 00' 50" E., 1250.77 FEET; THENCE S. 89° 58' 10" W., 119.00 FEET; THENCE S. 00° 01' 50" E., 30.00 FEET; THENCE S. 89° 58' 10" W., 82.00 FEET; THENCE N. 00° 01' 50" W., 201.63 FEET; THENCE S. 89° 58' 10" W., 399.39 FEET; THENCE N. 00° 01' 50" W., 1057.72 FEET TO THE POINT OF BEGINNING AND CONTAINS 678,651 SQUARE FEET OR 15.580 ACRES.

(hereinafter referred to as "Future Development"). 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 December 31, 1979, be increased by the addition to this Condominium of any portion of the future development and construction of residential units thereon. The nature and appearance of all such additional units as may be constructed thereon shall be determined by Developer in its sole judgment. 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 SEVENTH 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 readjustment and percentages of value shall be within the sole discretion and judgment of Developer except that such readjustments shall be approved by the Michigan Department of Commerce. Such readjustment, however, shall reflect a continuing reasonable relationship among percentages of value based upon relative size and amenities of various units. Such amendment or amendments to this Master Deed shall also contain such future definitions of general or limited common elements as may be necessary to adequately describe the additional phase or phases being added to the project by such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing apartments which Developer or its successors may determine necessary in conjunction with such amendment or amendments as the same may be approved by the Department of Commerce. All such interested persons irrevocably appoint Developer or its successors as agents and attorney for the execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such

amendments may be effected without the necessity of re-recording an entire master deed or the exhibits thereto and may incorporate by reference all or any pertinent portions of this Master Deed and the exhibits hereto; PROVIDED, HOWEVER, that a Consolidating Master Deed, when recorded, shall supersede all previously recorded Master Deeds. 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 future development as a rental development, a separate condominium project (or projects) or any other form of development.

NINTH: Developer reserves for the benefit of itself, its successors and assigns, perpetual easements for unrestricted use of all roads, driveways and walkways in the Condominium for the purposes of ingress and egress to and from all or any portion of the parcels described in Article EIGHTH hereof or any portion or portions thereof, and any other land contiguous to the Condominium premises which may be now owned or hereafter acquired by Developer or its successors. Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article EIGHTH or any portion or portions thereof and any other land contiguous to the Condominium premises or to said land described in Article EIGHTH, which may be now owned or hereafter acquired by Developer, perpetual easements to utilize, tap and tie into all utility mains located on the Condominium premises.

TENTH: Developer is also the owner of land described approximately as follows:

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 18, T. 2N., R. 13E., CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, DESCRIBED AS COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 18,

THENCE ALONG THE WEST LINE OF SAID SECTION 18,
S. 00° 01' 50" E., 1685.43 FEET, AND N. 89° 58'
10" E., 203.00 FEET, TO THE POINT OF BEGINNING;
THENCE N. 89° 58' 10" E., 100.25 FEET; THENCE
S. 00° 01' 50" E., 148.21 FEET; THENCE S. 89°
58' 10" W., 100.25 FEET; THENCE N. 00° 01' 50"
W., 148.21 FEET, TO THE POINT OF BEGINNING AND
CONTAINS 14,858 SQUARE FEET OR 0.341 ACRES.

Developer intends to construct upon said land a community building and certain recreational facilities and amenities (hereinafter collectively called the "recreational area"). It is the intention of Developer to include the recreational area within the Condominium Project as a general common element upon or before the completion of the entire project of approximately 250 units as presently proposed. In order to presently assure the co-owners of apartments in the first and all successive phases of CROSSWINDS of the right to utilize the recreational area until it is included in the Condominium Project and perpetually thereafter, Developer hereby declares and grants a non-exclusive perpetual easement to and for the benefit of the Crosswinds Condominium Association and the members thereof for the use of the recreational area. The Association and its members to whose benefit this Easement runs shall be responsible from time to time for the payment of a proportionate share of the repair, maintenance, operation and replacement of said recreational area and the improvements thereon, which share shall be determined by multiplying the expenses of repair, maintenance, operation and replacement thereof times a fraction, the numerator of which is the number of dwelling units existing in Crosswinds and the denominator of which is the total number of completed dwelling units existing in Crosswinds combined with the total number of other completed dwelling units entitled to sue the recreational area. The expenses of repair, maintenance, operation and replacement shall be deemed to include, but not necessarily be limited to, expenses incurred for hazard and liability insurance, personnel required to staff, maintain and

repair said facilities, and supplies incident thereto, real and personal property taxes in connection therewith, and in general, all expenses reasonably necessary or incident to the operation, maintenance and repair of said recreational area. Developer may, in its discretion, include the recreational area in the Condominium Project by appropriate amendment to this Master Deed at any time prior to the completion of the entire Condominium Project of approximately 250 units, and shall, upon inclusion of all 250 units, or thereabouts, in the Condominium Project, also include the recreational area within the Condominium Project. All of the co-owners and mortgagees of apartments and other persons interested or to become interested in the project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed as are necessary in Developer's discretion, to effectuate the purposes of this Article TENTH as the same may be approved by the Department of Commerce and all such persons irrevocably appoint Developer or its successors as agents and attorneys for the purpose of execution of such amendment or amendments to the Master Deed and all other documents as are necessary to effectuate the purposes of the foregoing.

ELEVENTH: So long as the Developer owns one or more apartments in the project, the Developer shall be subject to the provisions of the Master Deed and Exhibits "A" and "B" attached hereto.

TWELFTH: Except as set forth in paragraphs EIGHTH and FIFTHTEENTH, and subject to Section 8 of Article VIII of Exhibit "A" hereto, the percentage of the value allocated to each apartment in

paragraph SEVENTH hereof shall not be changed except with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed duly approved and recorded.

THIRTEENTH: If the Condominium Project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be as provided by the By-Laws attached hereto as Exhibit "A".

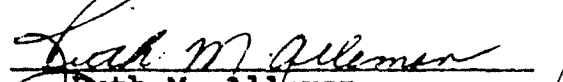
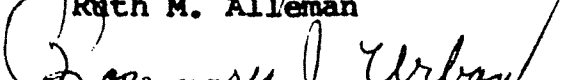
FOURTEENTH: In the event any portion of an apartment or common element encroaches upon another apartment or common element due to shifting, settling or moving of the building, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists.

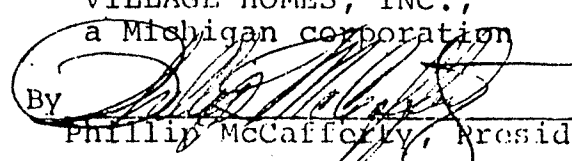
There shall be a permanent easement for the maintenance and repair of common elements, which easement shall be administered by the Association of Co-Owners.

There shall be easements to, through and over those portions of the land, structures, buildings, improvements and interior walls contained therein as may be reasonable for the installation, maintenance and repair of all public utilities necessary to the Condominium.

FIFTHTEENTH: The Condominium project shall not be vacated or revoked or any of the provisions herein amended unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, revocation, or amendment by duly approved and recorded instruments, provided, however, that Developer shall have the right to amend this Master Deed without such consent in order to modify where appropriate the percentages of value as stated in paragraph SEVENTH hercof, to re-assign limited common elements, or to correct where necessary minor errors in this Master Deed.

WITNESSES:


Ruth M. Alleman

Rosemary J. Urban

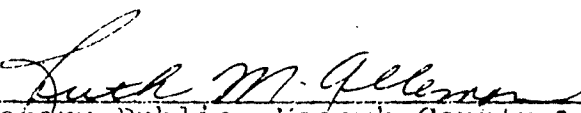
VILLAGE HOMES, INC.,
a Michigan corporation
By 
Phillip McCafferty, President

STATE OF MICHIGAN)

ss.

COUNTY OF MACOMB)

On this 23 day of March, 1973, before me a Notary Public within and for said County, personally appeared PHILLIP McCARTHY to me personally known, who, being by me duly sworn, did say that he is the President of VILLAGE HOMES, INC., the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said PHILLIP McCARTHY, President, acknowledged said instrument to be the free act and deed of said corporation.


Notary Public, ~~Macomb~~ County Acting
Michigan Oakland

My Commission Expires: 4/30/73

DRAFTED BY:

CECIL G. RAITT
Jaffe, Snider, Raitt, Garratt & Heuer
Professional Corporation
1800 First National Building
Detroit, Michigan 48226

EXHIBIT "A"

BY-LAWS

CROSSWINDS

ARTICLE I

BY-LAWS

These By-Laws shall constitute the Condominium By-Laws referred to in the Master Deed and required by Section 2(k)(7) of Public Act 229 of 1963, as amended.

ARTICLE II

ASSOCIATION OF CO-OWNERS

Section 1. CROSSWINDS is a Condominium located in the Township of Clinton, County of Macomb, Michigan, which shall be managed and its affairs administered by a non-profit corporation, hereinafter called the "Association", organized under the laws of the State of Michigan.

Section 2. The Association shall be organized to manage, maintain and operate the Condominium in accordance with the Master Deed, these By-Laws, the Articles of Incorporation and By-Laws of the Association which may provide for independent management of the Condominium project.

Section 3. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

(a) Each Co-Owner shall be a member of the Association and no other person or entity shall be entitled to membership.

(b) The share of a Co-Owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his apartment in the Condominium.

(c) Except as limited in these By-Laws, each Co-Owner shall be entitled to one vote the value of which shall equal the total of the percentages allocated to the apartments owned by such Co-Owner as set forth in paragraph "SEVENTH" of the Master Deed. Voting shall be by value except in those instances where voting is required to be in value and in number.

(d) 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 an apartment in the Condominium project to the Association. The vote of each Co-Owner may only be cast by the individual representative designated or by proxy given by such individual representative.

(e) Each Co-Owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-Owner. Such notice shall state the name and address of the individual representative designated, the number or numbers of the apartment or apartments owned by the Co-Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal 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.

(f) There shall be an annual meeting of the members of the Association commencing with the first meeting held as provided in Section 6 of this ARTICLE II.

(g) Except where these By-Laws require a greater number, the presence in person or by written consent of thirty-three and

one-third (33-1/3%) per cent in number and in value of the Co-Owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association.

(h) Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

(i) A majority shall consist of more than fifty (50%) per cent in value of those qualified to vote and present in person or by proxy at a given meeting of the members of the Association, or, when required, more than seventy-five (75%) per cent of all Co-Owners in number and in value and present in person or by proxy, or written consent if applicable, at a given meeting of the members of the Association. Except when expressly stated to the contrary in these By-Laws, or elsewhere in the Condominium Documents, whenever there shall be a reference to a necessary percentage of Co-Owners, such percentage shall be based on the number of Co-Owners qualified to vote and present in person or by proxy, or written consent, if applicable, at the meeting of the members of the Association at which such question arises.

Section 4. 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 shall be open for inspection by the Co-Owners during reasonable hours and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration.

Section 5. Each member of the Board of Directors must be a member of the Association with the exception of the First Board of Directors designated in the Articles of Incorporation of the Association.

Section 6. The first meeting of the members of the Association shall be convened only by the Developer and may be called at any time after conveyance by the Developer of more than fifty (50%) per cent in value and in number of the apartments in the Condominium (determined with reference to the recorded Master Deed) but in no event later than June 30, 1977. Until the first meeting of members, the affairs of the Association shall be managed by the first Board of Directors named in the Articles of Incorporation of the Association.

ARTICLE III

ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the common elements or the administration of the Condominium shall be expenses of administration within the meaning of Sections 13 and 15 of Public Act 229 of 1963, as amended; and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-Owners against liabilities or losses arising within, caused by or connected with the common elements or the administration shall be receipts of administration.

Section 3. An annual budget shall be established as follows:

(a) 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. Upon adoption of such annual budget by the Board of Directors, copies of said 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 the liability of any Co-Owner for any existing or future assessments. The requirement of establishing and furnishing a budget shall not apply to the First Board of Directors serving prior to the First Meeting of Members held in accordance with Article II, Section 6 hereof. Should the Board of Directors, at any time, determine, in the sole discretion of the Board of Directors that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board of Directors shall have the authority to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time to meet other needs or requirements of the Association, including, but not limited to, (1) assessments for capital improvements for additions

(but not replacements) of a cost exceeding \$3,000.00 in any fiscal year of the Association; (2) assessments for the purchase or lease of an apartment in the Condominium Project pursuant to Sections 17, 18 and 19 of Article VII, or (3) to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof.

Section 4. 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 apartment in paragraph "SEVENTH" of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed or a land contract vendee's interest to an apartment. 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. Assessments in default shall bear interest at the rate of seven (7%) per cent per annum until paid in full. Each Co-Owner (whether one or more persons) shall be personally liable for the payment of all assessments pertinent to his apartment. All payments shall be applied first against interest due on delinquent assessments and thereafter, against assessments in order of greatest delinquency.

Section 5. 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 apartment.

Section 6. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of the lien securing payment. In an action for foreclosure, a receiver

may be appointed to collect a reasonable rental for the apartment from the Co-Owner thereof or any person claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' 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. The Association may also discontinue the furnishing of any services to a Co-Owner in default upon seven (7) days written notice to such Co-Owner of its intent to do so. A Co-Owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues.

Section 7. During the development and sale period, the Developer of the Condominium shall not be responsible for payment of the monthly Association assessment. However, Developer shall be required to pay a proportionate share of Association maintenance expense based upon the ratio of unsold apartments at the time the expense is incurred to the total number of apartments in the Condominium, provided that such maintenance, reserves for replacement, for capital improvements or for any other special assessments, except with respect to units used by it as a residence,

Section 8. During the development and sale period, and prior to the first meeting of the members of the Association, the Developer, or its duly appointed agent shall collect all maintenance expense and Association assessments. An accounting of all collections and expenditures shall be made by Developer at the first meeting of the members of the Association.

ARTICLE IV

ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Master Deed,

By-Laws, or the management agreement, if any, of any disputes, claims or grievances arising among or between Co-Owners or between Co-Owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, be submitted to arbitration and the parties thereto shall accept the arbitrator's decision as final and binding. The Commercial Arbitration Rules of the American Arbitration Association in effect, and as amended from time to time, shall be applicable to any such arbitration to the extent consistent with the laws of the State of Michigan, and the award of the arbitrators shall be final and binding upon the parties; provided that notwithstanding any other provision of these By-Laws, all such disputes shall be decided pursuant to the Michigan Arbitration Act (being C.L. 48, §600.5001 et. seq. as it may hereafter be amended) to wit: that a judgment of any Circuit Court may be rendered upon the decision of the arbitrators.

Section 2. No Co-Owners or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. Election 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 V

INSURANCE

Section 1. The Association shall carry fire and extended coverage, vandalism and malicious mischief and liability insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the premises of the Condominium project, and such insurance, other than title insurance, shall be carried in accordance with the following provisions:

(a) All such insurance shall be purchased by the Association for the benefit of the Association and the Co-Owners and their mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-Owners. Co-Owners may obtain insurance coverage at their own expense upon their apartments, limited common elements, appurtenances thereto and personal property or for their personal liability. The Association and each Co-Owner does hereby agree to release the other for any destruction to the premises of the Condominium project caused by any act or omission on the part of the Association or any Co-Owner or their respective agents, servants or employees to the extent said hazard is covered by insurance. Any such release and waiver shall only be valid and binding if it is recognized under the insurance policies required to be carried hereunder.

(b) All buildings, improvements, personal property and other 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 maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief. The liability insurance carried by the Association shall, where appropriate, contain cross-liability-endorsements to cover liability of the Co-Owners as a group to another Co-Owner.

(c) All premiums upon insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.

(d) 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 VI of these By-Laws, 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.

ARTICLE VI

RECONSTRUCTION OR REPAIR

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

(a) If the damaged property is a common element or an apartment, the property shall be rebuilt or repaired if any apartment in the Condominium is tenantable, unless it is determined that the Condominium shall be terminated.

(b) If the Condominium is so damaged that no apartment is tenantable, the damaged property shall not be rebuilt unless seventy-five (75%) per cent or more of the Co-Owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantial in accordance with the Master Deed and the plans and specifications for the project.

Section 3. If the damage is only to a part of an apartment which is the responsibility of a Co-Owner to maintain and repair, it shall

be the responsibility of the Co-Owner to repair such damage in accordance with Section 4 hereof. In all other cases the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-Owner shall be responsible for the reconstruction, repair and maintenance of the interior of his apartment. Each Co-Owner shall also be responsible for the costs of any reconstruction, repair or maintenance to any other portion of the Condominium necessitated by his negligence or misuse or the negligence or any misuse by his family, guests, agents, servants, employees or contractors to the extent that the cost of such reconstruction, repair or maintenance is not covered by insurance maintained by the Association. In the event damage to a Co-Owner's apartment is covered by insurance held by the Association for the benefit of the Co-Owner, the Co-Owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by damage to such common element or the reconstruction, repair or maintenance thereof.

Section 5. 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 costs to place the damaged property in a condition as good as that existing before the damage.

Section 6. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair by the Association, or if at any time during reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against

the Co-Owners who own or who are responsible for the costs of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated costs of repair.

Section 7. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with a Co-Owner shall be paid to the Co-Owner, or if there is a mortgage endorsement, then to the Co-Owner and the mortgagee jointly, and such proceeds shall be used for reconstruction or repair when required by these By-Laws.

Section 8. (a) In the event of any taking of an entire apartment by eminent domain, the Co-Owner of such apartment shall be entitled to receive the award for such taking and after acceptance thereof, he and his mortgagee 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 apartment is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Association on behalf of such Co-Owner. If only a part of any apartment is taken, the Association shall rebuild the same as is necessary to make it habitable and remit the balance of the condemnation proceeds pertinent to such apartment to the owner thereof.

(b) If there is any taking of any portion of the Condominium other than any apartment, the condemnation proceeds relative to such taking shall be paid to the Association and the affirmative vote of more than seventy-five (75%) per cent 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. If no such affirmative vote is obtained, such condemnation proceeds shall be remitted to the Co-Owners in accordance with their respective percentage of value set forth in Article "SEVENTH" of the Master Deed.

(c) In the event the Condominium project continues after any 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 apartment shall have been taken, then Article "SIXTH" of the Master Deed shall also be amended to reflect such taking and to proportionately re-adjust the percentages of value of the remaining Co-Owners based upon the continuing value of the Condominium of 100%.

ARTICLE VII

RESTRICTIONS

Section 1. No apartment in the Condominium shall be used for other than single-family residence purposes (except that persons not of the same immediate family residing together may occupy an apartment with written consent of the Board of Directors which consent shall not be unreasonably withheld) and the common elements shall be used only for purposes consistent with the use of single-family residences. A family shall mean one person or a group of two or more persons related by bonds of consanguinity, marriage, or legal adoption. No more than four (4) persons may occupy a two-bedroom apartment, as such apartments are designated in the Master Deed.

Section 2. A Co-Owner may lease his apartment for the same purposes as set forth in Section 1 of this Article VII and provide that approval of such lease transaction is obtained from the Association in the same manner required in sales transactions as specified in Section 17 of this

Article VII. Any such lease shall be by the lessee and his family only. No rooms in an apartment or townhouse may be rented and no transient tenants accommodated.

Section 3. No Co-Owner shall make alterations in exterior appearance or make structural modifications to his apartment or to any of the common elements, limited or general, including exterior painting or the erection of antennae, lights, aerials, awnings, doors, shutters, or other exterior attachments or modifications, nor shall any Co-Owner damage or make modifications or attachments to common element walls between units without the written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize or impair the soundness, safety or appearance of the Condominium project.

Section 4. No immoral, improper, unlawful or offensive activity shall be carried on in any apartment 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 Co-Owner shall do or permit anything to be done or keep or permit to be kept in his apartment or on the common elements anything that will increase the rate of insurance on the Condominium and each Co-Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animals shall be maintained by any Co-Owner unless specifically approved in writing by the Association. In granting such approval, the Association shall be guided by the type, size, weight and disposition of the animal (it is the intent of this restriction to limit the number of dogs and cats and other animals in the project).

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 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. Deposits of fecal matter shall be made only in those areas specifically designated for such purpose by the Association. 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 By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accomodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section.

Section 6. 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. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the common elements except for such short periods of time as may be reasonably necessary to permit periodic collection

of trash. The common elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All curtains and drapes visible from the exterior of any apartment shall be made or lined with material which is white or off-white in color. No activity shall be carried on nor condition maintained by any Co-Owner either in his apartment or upon the common elements which spoils the appearance of the Condominium.

Section 7. Sidewalks, yards, landscaped areas, driveways, roads, parking areas, porches and stairs shall not be obstructed in any way nor shall children be permitted to play thereon or use them for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of the swimming pool and the recreational area surrounding the pool by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations. The Association may retain a passkey to individual townhouses. No Co-Owner shall alter any lock or install a new lock or knocker in any exterior door of an apartment or townhouse without the written consent of the Association or the Association's agent. In case such consent is given, an additional key for the Association shall be provided by the Owner pursuant to the Association's right of access.

Section 8. No house trailers, commercial vehicles, camping vehicles, camping trailers, snow mobiles, snow mobile trailers may be parked or stored upon the premises of the Condominium, without the prior written consent of the Association. 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. Guest parking shall be allowed in the areas designated therefore.

Section 9. No Co-Owner shall use, permit the use by any occupant, agent, employee, invitee, guest or member of his family, of any firearms, air rifles, pellet guns, B-B guns, bows and arrows or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium, nor shall any Co-Owner use or permit to be brought into the buildings any flammable oils or fluids such as gasoline, kerosene, naphtha, benzene, or other explosives or articles deemed extra-hazardous to life, limb or property, without in each case obtaining written consent of the Association.

Section 10. 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 approval of the Association which approval shall not be unreasonably withheld.

Section 11. Use of motorized vehicles anywhere on the Condominium premises other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in Section 8 of this Article is absolutely prohibited.

Section 12. Each Co-Owner shall maintain his apartment and any limited common elements appurtenant thereto 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 each Co-Owner shall be responsible for damages or costs to the Association not otherwise covered by insurance resulting from his negligent damage to or misuse of any of the common elements. Any such costs or damages to the Association may be assessed to and collected from the Co-Owner in the manner provided in Article II hereof.

Section 13. No buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations, nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Association showing the nature, kind, shape, height, materials, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Association, and a copy of said plans and specifications, as finally approved, lodged permanently with the Association. The Association shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for esthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole and any adjoining properties under development or proposed to be developed by Developer.

Section 14. No signs or other advertising devices shall be displayed which are visible from the exterior of an apartment or on the common elements, including "For Sale" signs, without written permission from the Association and the Developer.

Section 15. Reasonable regulations consistent with the Act, the Master Deed, and these By-Laws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors, (or its successors) prior to the first annual meeting of the entire Association held as provided in Article II, Section 6 of these By-Laws. All copies of such

regulations and amendments thereto shall be furnished to all Co-Owners and shall become effective ten (10) days after mailing or delivery thereof to the designated voting representative of each Co-Owner. Any such regulation or amendment may be revoked at any time by seventy-five (75%) per cent of all Co-Owners in number and in value except that the Co-Owners may not revoke any regulation or amendment prior to said first annual meeting of the Association.

Section 16. The Association or its duly authorized agents shall have access to each apartment 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 apartment at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each Co-Owner to provide the Association means of access to his apartment 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 damage to his apartment caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 17. No Co-Owner may dispose of an apartment, or any interest therein, by sale or lease without written approval of the Association, which approval shall be obtained in the manner hereinafter provided:

(a) A Co-Owner intending to make a sale or lease of an apartment, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. At the time of giving such notice, such Co-Owner shall also furnish the Association with

such notice, copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such Co-Owner to the Association and to any purchaser produced by the Association that the Co-Owner believes the proposed sale to be bona fide in all respects. The selling Co-Owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder in the event the proposed sale is not bona fide, such damages to include (but not limited to) the difference between the price paid by the Association for the apartment and the fair market value thereof as determined by appraisal in the same manner as provided in Article 18. In the event a sale or lease transaction is consummated between a Co-Owner and any proposed purchaser or lessee upon any basis other than as disclosed to the Association, the Association shall have the same rights with respect to the sale or lease of said unit as though it, or the leasehold interest therein were acquired by gift, devise or inheritance as set forth in Section 18 hereof.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing Co-Owner) who will immediately execute a contract of sale or lease upon terms as favorable to the seller or lessor as the terms furnished with the notice; provided, however, that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by the President or Vice President, and the Secretary or Treasurer of

the Association, and shall be delivered to the pruchaser. Failure of the Association to either approve such sale or lease to or furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall, nevertheless, prepare and deliver written approval, and in the event of sale, in recordable form.

(c) Developer shall not be subject to this Section 14 in the sale or lease of any apartment following establishment of the Condominium, nor shall the holder of any mortgage which comes into possession of a unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure be subject to the provisions of this Section 17.

Section 18. The ownership of an apartment acquired by gift, devise or inheritance shall be subject to the provisions of the Master Deed and these By-Laws.

Section 19. If a Co-Owner violates the restrictions as outlined in the Condominium documents the Association may enforce the provisions of the Master Deed and these By-Laws through judicial action.

Section 20. None of the restrictions contained in this Article VII shall apply to the commercial activities or signs or billboards, if any, of the Developer during the construction and sales period of the Condominium, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws as the same may be amended from time to time. For the purposes of this section and of Section 22, the construction and sales period shall be deemed to continue so long as Developer owns any apartments which he offers for sale or for so long as Developer continues to construct additional Condominium units within one (1) mile of the Condominium premises.

Section 21. Notwithstanding anything to the contrary elsewhere herein contained, Developer and/or its successors and assigns, may construct and maintain at any place on the Condominium any one or more of the following: A sales office, a business office, model units, a storage area and reasonable parking incident to the same; and may continue to do so during the entire construction and sales period as defined in Section 20 of this Article VII.

Section 22. 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 By-Laws and to charge the cost thereof to the Association as an expense of administration.

Section 23. Any or all of the rights and powers of the Developer, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its successors shall expire and terminate at the time the Association elect a Board of Director except as to those rights and powers the Developer may exercise as an owner of a unit or units.

ARTICLE VIII

MORTGAGES

Section 1. No Co-Owner may mortgage his apartment or any interest therein without the approval of the Association except to an institutional lender, including, without limitation, a bank, mortgage banker, pension fund, life insurance company, a State or Federal Savings & Loan Association, or a chartered State or Federal Credit Union. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer from accepting a purchase money mortgage as a part of the purchase price of an apartment, nor prevent a Co-Owner from accepting a purchase money mortgage from a purchaser.

Section 2. Any Co-Owner who mortgages his apartment shall notify the Association through the management agent, if any, of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Apartments". The Association may, at the written request of a mortgagee of any such apartment, report any unpaid assessments due from the Co-Owner of such apartment.

Section 3. 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 4. The holder of any mortgage shall be entitled to written notification from the Association thirty (30) days prior to the effective date of (i) any change in the Condominium Documents, and (ii) any change of manager (not including change in employees of a corporate manager) of the Condominium project.

Section 5. The holder of any mortgage is entitled to written notification from the Association of any default by the mortgagor of such unit in the performance of such mortgagor's obligations under the Condominium Documents which is not cured within thirty (30) days.

Section 6. Any holder of a mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, shall be exempt from any "right of first refusal" or other restriction on the sale or rental of the mortgaged unit, including but not limited to, restrictions on the age of unit occupants and restrictions on the posting of signs pertaining to the sale or rental of the unit, as set forth in Sections 14 and 17 respectively of Article VII.

Section 7. Any holder of the mortgage which comes into possession of the unit pursuant to the remedies provided in the mortgage, foreclosure of the mortgage, or deed in lieu of foreclosure, shall take 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. Unless all holders of first mortgage liens on individual units have given their prior written approval, the Association of the condominium shall not:

(a) fail to employ a professional manager for the Condominium project;

(b) change the pro rata interest or obligations of any unit for purposes of levying assessments and charges and determining shares of the common elements and proceeds of the project;

(c) partition or subdivide any unit or the common elements of the project; nor

(d) by act or omission seek to abandon the Condominium status of the project except as provided by statute in case of substantial loss to the units and common elements of the Condominium project.

ARTICLE IX

GARAGES

Section 1. The Developer shall upon conveyance of certain apartment units designated by the Developer deliver to the Co-owner thereof a license executed on behalf of and delivered in the name of the Association and in recordable form, granting such Co-owner the exclusive right to use and enjoy the benefits of the parking garage described therein which parking garages are described in Exhibit B attached to, and made a part of the Master Deed to which these By-Laws are attached, and designate as a general common element therein.

Section 2. The Developer shall have the right to transfer said licenses in the name of the Association to those Co-owners who desire the same for a consideration to be determined by and paid to the Developer transferring to the licensee the exclusive right to use and enjoy the benefit of the garages described in said licenses.

Section 3. Each of the licenses delivered pursuant to Sections 1 and 2 of this Article IX shall be transferable by the licensee named therein only to a member of the Association.

ARTICLE X

AMENDMENTS

Section 1. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors or by one-third (1/3) or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 2. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of the Associations' By-Laws.

Section 3. These By-Laws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of a majority of all Co-Owners in number and in value.

Section 4. Prior to the first annual meeting of members, these By-Laws may be amended by the first Board of Directors upon proposal of amendments by Developer without approval from any person other than the Michigan Department of Commerce to increase or decrease the size of the Board of Directors of the Association, and to make such other amendments to these By-Laws as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. A copy of each amendment to the By-Laws shall be furnished to every member of the Association after adoption.

ARTICLE XI

COMPLIANCE

Section 1. The Association of Co-Owners and all present or future Co-Owners, tenants, future tenants, or any other persons using the facilities of the project in any manner are subject to and shall comply with the Act, as amended and the Condominium documents, and the mere acquisition, occupancy or rental of apartments in the Condominium shall signify that the Condominium documents are accepted and ratified. In the event the Condominium documents conflict with the provisions of the statute, the statute shall govern.

ARTICLE XII
DEFINITIONS

All terms used herein shall have the same meaning as set forth in the Master Deed to which these By-Laws are attached as an exhibit.

ARTICLE XIII
REMEDIES FOR DEFAULT

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

(1) Failure to comply with any of the terms or provisions of the Master Deed or these By-Laws, or any regulatory agreement of the Association which is not cured within thirty (30) days of written notice thereof, 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 for default in payment of assessment) or any combination thereof, in which relief may be sought subject to the provisions of Article IV hereof by the Association, or, if appropriate by an aggrieved Co-Owner or Co-Owners.

(2) 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.

(3) The violation of any of the provisions of the Master Deed or these By-Laws or any regulatory agreement of the Association 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 apartment, 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 said documents.

(4) The failure of the Association or of any Co-Owner to enforce any right, provision, covenant or condition which may be granted by the said 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.

(5) All rights, the remedies and privileges granted to the Association or any Co-Owner or Co-Owners pursuant to any terms, provisions, covenants or conditions of the aforesaid 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.

ARTICLE XIV

SEVERABILITY

In the event that any of the terms, provisions or covenants of these By-Laws 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.

MACOMB COUNTY CONDOMINIUM
SUBDIVISION PLAN No. 59

EXHIBIT "B" TO MASTER DEED OF

CROSSWINDS

CLINTON TOWNSHIP
MACOMB COUNTY, MICHIGAN

DEVELOPER
VILLAGE HOMES INC.
10515 WEST McNICHOLS RD.
DETROIT, MICHIGAN
48221

ARCHITECT
PROGRESSIVE ASSOCIATES, INC.
29421 NORTHWESTERN HWY
SOUTHFIELD, MICHIGAN
48075

SURVEYOR
HOYEM ASSOCIATES, INC.
25 WEST LONG LAKE ROAD
BLOOMFIELD HILLS, MICHIGAN
48303

LEGAL DESCRIPTION

A PARCEL OF LAND LYING IN THE SOUTHWEST 1/4 OF SECTION 15, T.27N., R.12E., CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, BEGINNING AT THE WEST 1/4 CORNER OF SAID SECTION 15, THENCE ALONG THE WEST LINE OF SAID SECTION 15, S. 89° 31' 50" E., 3486.43 FEET; THENCE S. 89° 31' 50" E., 66.00 FEET, TO THE POINT OF BEGINNING; THENCE S. 89° 31' 50" E., 399.39 FEET; THENCE S. 89° 31' 50" E., 381.43 FEET; THENCE S. 89° 31' 50" E., 32.91 FEET; THENCE S. 89° 31' 50" E., 38.00 FEET; THENCE S. 89° 31' 50" E., 125.75 FEET; THENCE S. 89° 31' 50" E., 326.26 FEET; THENCE S. 89° 31' 50" E., 383.28 FEET; THENCE S. 89° 31' 50" E., 92.32 FEET; THENCE S. 89° 31' 50" E., 38.00 FEET; THENCE S. 89° 31' 50" E., 72.00 FEET; THENCE S. 89° 31' 50" E., 86.00 FEET; THENCE S. 89° 31' 50" E., 348.21 FEET; THENCE S. 89° 31' 50" E., 399.25 FEET; THENCE S. 89° 31' 50" E., 223.71 FEET; THENCE S. 89° 31' 50" E., 383.91 FEET; THENCE S. 89° 31' 50" E., 322.71 FEET TO THE POINT OF BEGINNING, BEING 235.584 SQUARE FEET, 0.005 ACRES.

CERTIFICATE OF APPROVAL OF SURVEYOR

THIS IS TO CERTIFY THAT A CERTIFICATE OF APPROVAL OF "HAYES DEED OF CONVEYANCE" WAS ISSUED THIS DATE, PURSUANT TO ACT 230, PUBLIC ACTS OF 1906, AS AMENDED.

LORENZ, MICHIGAN

RECORDED TO SHOW THE CONVEYANCE
OF THE SOUTHWEST 1/4 OF SECTION 15,
CLINTON TOWNSHIP, MACOMB COUNTY,
MICHIGAN, TO THE
VILLAGE HOMES INC.
DEVELOPER

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE PLAT HEREIN REPRESENTED IS CORRECT AND TRUE PERMANENT 1801 RODS, ONE-HALF INCH (1/2) PLASTER AND EIGHTEEN INCHES (1 1/2) LENGTH HAVE BEEN SET AS PINS OR MARKS THAT (a) IS THE POINT OF BEGINNING AT ALL ANGLES TO THE BOUNDARIES OF THE LAND REPRESENTED AND (b) IS THE POINT OF BEGINNING OF THE LINES OF STREETS WITH THE BOUNDARIES OF LAND REPRESENTED.

DATE 11 December 1975 Paul P. Burkhardt
PAUL P. BURKHARDT
REGISTERED LAND SURVEYOR

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, AND THAT THE SUBDIVISION PLAN HEREIN AS APPROVED BY THE BOARD OF CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, IS CORRECT AND TRUE PERMANENT 1801 RODS, ONE-HALF INCH (1/2) PLASTER AND EIGHTEEN INCHES (1 1/2) LENGTH HAVE BEEN SET AS PINS OR MARKS THAT (a) IS THE POINT OF BEGINNING AT ALL ANGLES TO THE BOUNDARIES OF THE LAND REPRESENTED AND (b) IS THE POINT OF BEGINNING OF THE LINES OF STREETS WITH THE BOUNDARIES OF LAND REPRESENTED.

DATE 11 December 1975 Paul P. Burkhardt
PAUL P. BURKHARDT
REGISTERED LAND SURVEYOR
25 WEST LONG LAKE ROAD
BLOOMFIELD HILLS, MICHIGAN 48303

OWNER'S CERTIFICATE

THIS IS TO CERTIFY THAT THE UNDERSIGNED PERSONS, HAVING INTERESTS OF RECORD IN THE LAND AND PROPERTY COMPRISING THE CROSSWINDS CONDOMINIUM, PHASE I, AS DESCRIBED HEREIN AND IN THE MASTER DEED, HAVE GIVEN THEIR CONSENT TO THE ESTABLISHMENT OF CROSSWINDS CONDOMINIUM, PHASE I, CONDOMINIUM SUBDIVISION PLAN NO. 59, CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, AND THE UNDERSIGNED PERSONS CONSENT TO THE PLATTING OF THE BUILDINGS, PLANS AND THE MASTER DEED. IT IS ALSO CERTIFIED BY VILLAGE HOMES, INC., DEVELOPER, THAT THE UNDERSIGNED PERSONS ARE THE ONLY PERSONS, OTHER THAN CHARLES W. WILSON, JR., WHOSE CONSENT IS NECESSARY TO PASS CLEAR TITLE TO SAID LAND, PROPERTY AND INTERESTS, WHOSE TO THE CONDOMINIUM.

VILLAGE HOMES INC.
A RECORDING COMPANY
BY Philip P. McCafferty
PHILIP P. MCCAFFERTY
BY Bernard G. Lieberman
BERNARD GLIEBERMAN

RECORDING'S CERTIFICATE

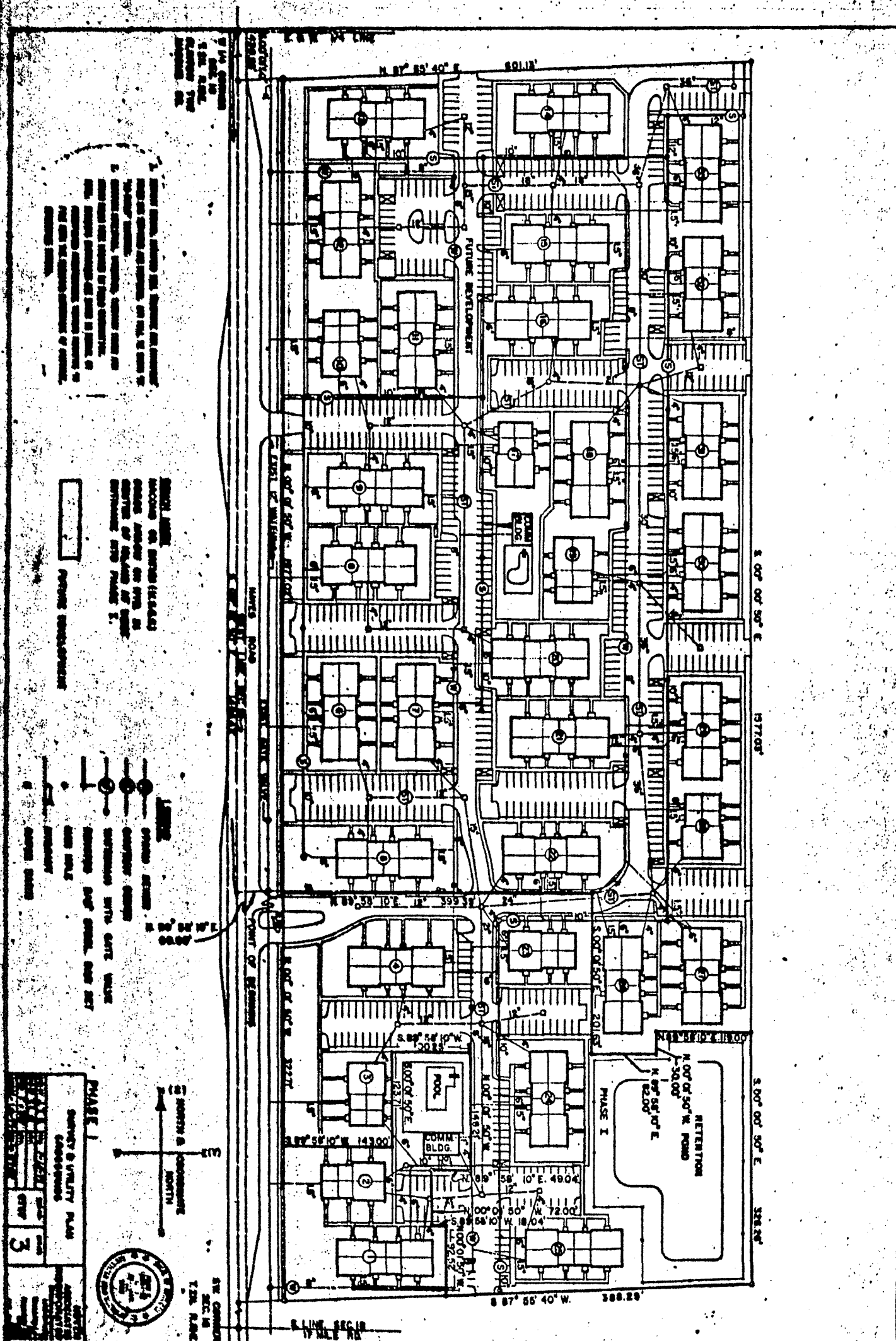
THIS IS TO CERTIFY THAT THE UNDERSIGNED OFFICER HAS GIVEN THE RECORDING TO THE REGISTRATION OF CONDOMINIUMS, RECORDS DEPT. CLINTON TOWNSHIP, MACOMB COUNTY, MICHIGAN, PLAN NO. 59.
BY Paul P. Burkhardt
PAUL P. BURKHARDT, TRUSTEE

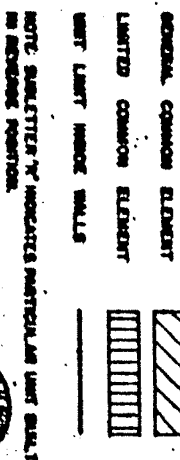
INDEX

1. TITLE PAGE
2. SITE PLAN
3. SITE PLAN WITH PARKING ALLOCATION
4. SURVEY AND UTILITY PLAN
5. BASEMENT PLAN BUILDING NO. 3
6. BASEMENT PLAN BUILDING NO. 4
7. BASEMENT PLAN BUILDING NO. 25
8. BASEMENT PLAN BUILDING NO. 26
9. BASEMENT PLAN BUILDING NO. 25
10. BASEMENT AND FIRST FLOOR PLAN, TYPICAL "A" UNIT
11. BASEMENT AND FIRST FLOOR AND SECOND FLOOR PLAN, TYPICAL "B" UNIT
12. TYPICAL UNIT "A" CROSS SECTION
13. TYPICAL UNIT "B" & "C" CROSS SECTION



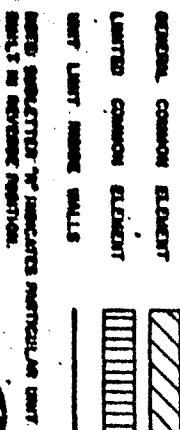
PHASE I TITLE SHEET		HOYEM ASSOCIATES INCORPORATED 25 WEST LONG LAKE ROAD BLOOMFIELD HILLS, MICHIGAN 48303
DATE 11-11-75	BY VIVY	



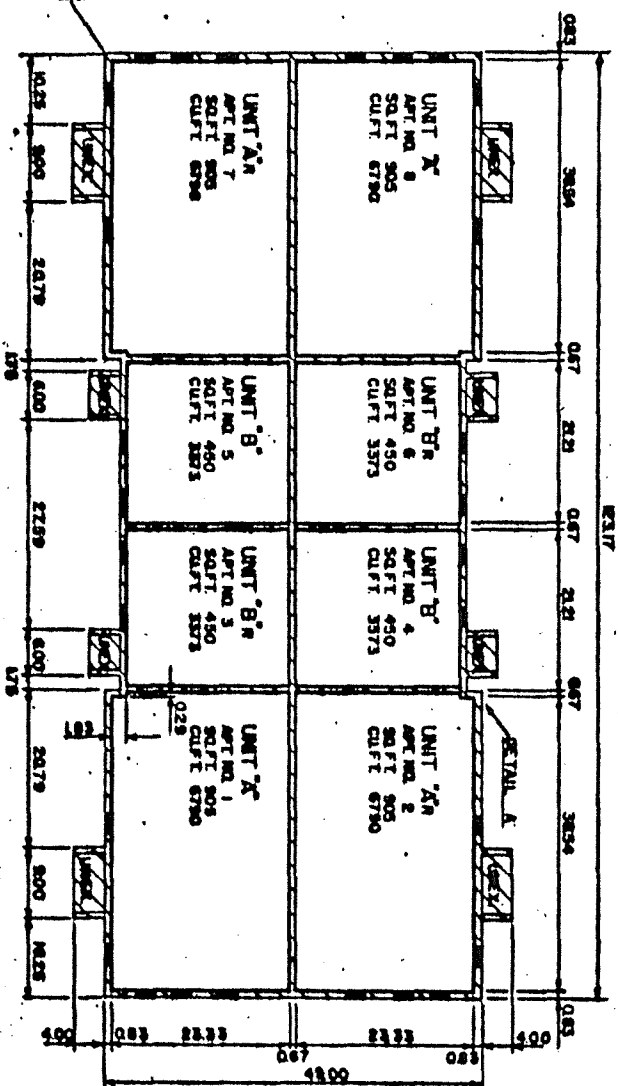
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RECEIVED DIRECTOR OF FBI ON APR 11 1964

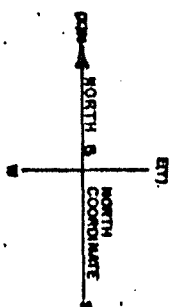


PHASE I
BASEMENT PLAN
BUILDING NO. 23
6



BASEMENT PLAN
BUILDING NO. 24
SCALE 1/8"=1'-0"

WALL JOURNAL AS THE NEW YORK TIMES, 1942



GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
WALL LIMIT MOORE WALLS

NOTE: LETTER "V" INDICATES PARTIALLY VENT
WALL IN REAR POSITION

PAGE 1

MANAGEMENT PLAN

BUILDING NO. 24

1970-1971

1998

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1000

1

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1. The first group of variables includes the following:

100

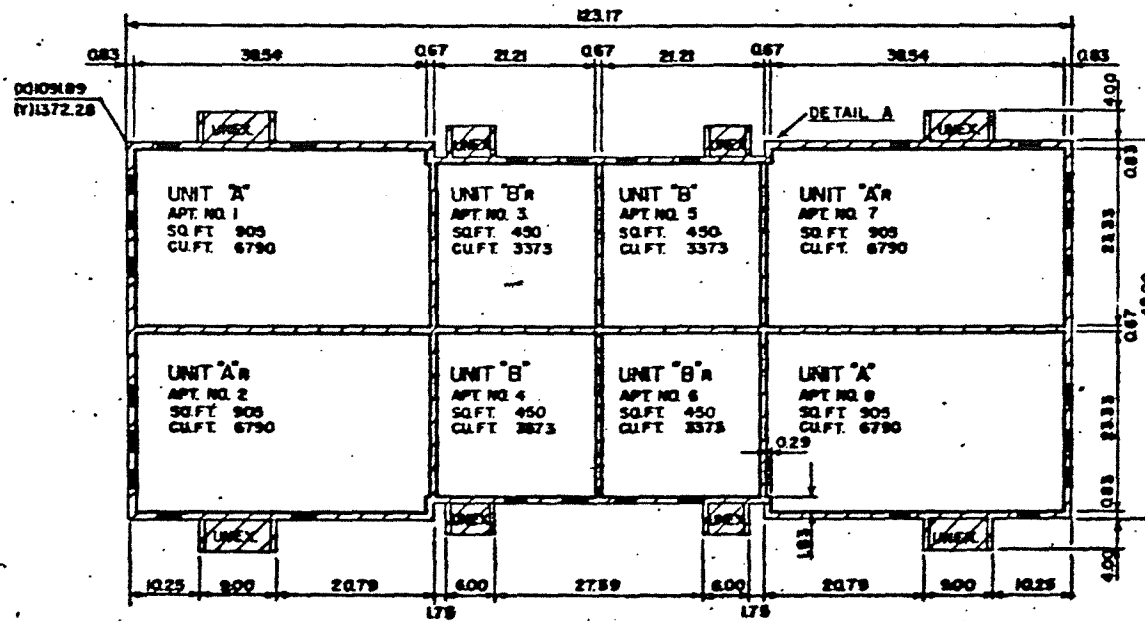
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1998

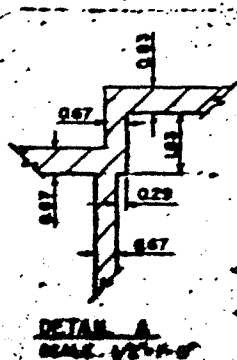
1990

1990

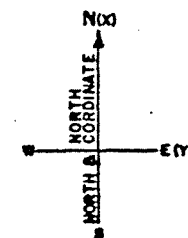
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BASEMENT PLAN
BUILDING NO. 25
SCALE 1/8" = 1'-0"



U.S.G.S. ELEVATION AT TOP OF FIRST FLOOR 20000

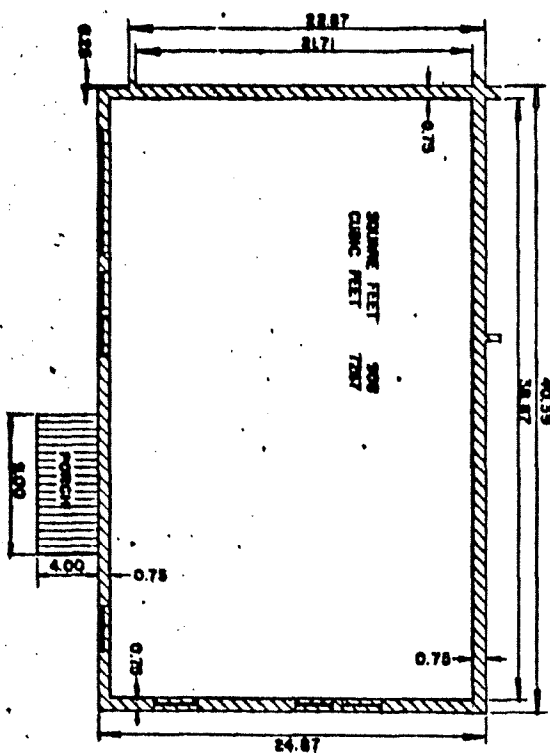
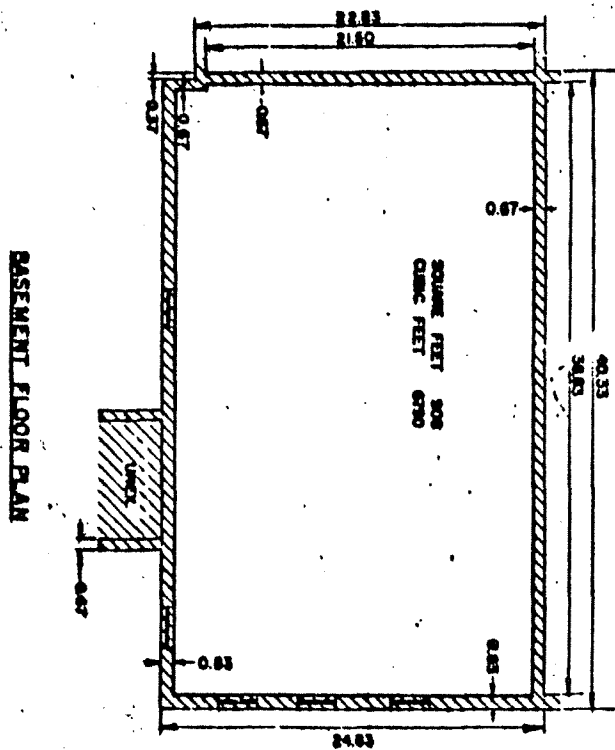


- GENERAL COMMON ELEMENT
- LIMITED COMMON ELEMENT
- UNIT LIMIT INSIDE WALLS
- NOTE: SUBLETTER "N" INDICATES PARTICULAR UNIT
BUILT IN REVERSE POSITION.







PHASE I

BASEMENT PLAN BUILDING NO. 25		NOV 1978
DATE: 1-18-78	BY: 8797	8
1-18-78 12-31-78		

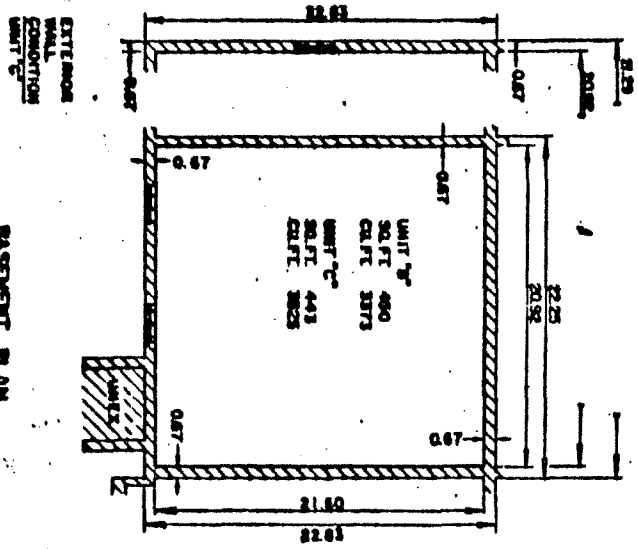


TYPICAL 7" UNIT PLAN
DATE: 10-1-8

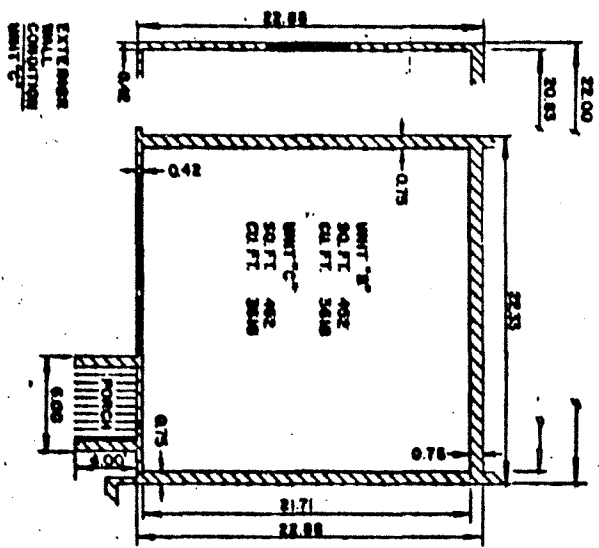
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	RECORDS COMMON	ELEMENT
LIMITED COMMON ELEMENT		
USE LIMIT MORE ENDS		

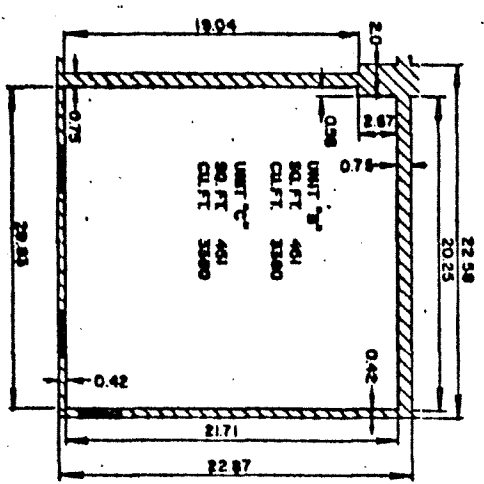
BASEMENT PLAN



FIRST FLOOR PLAN
TYP. B UNIT
SCALE 1/8"=1'-0"



SECOND FLOOR PLAN



- GENERAL COMMON ELEMENT
- UNIT COMMON ELEMENT
- UNIT UNIT COMMON WALLS

PHASE 1

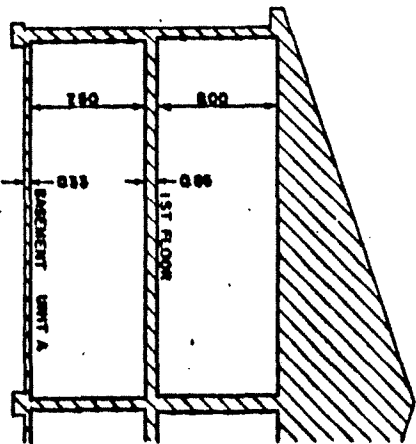
CONSISTENT FIRST & SECOND FLOOR PLAN

TYPICAL UNIT COMMON

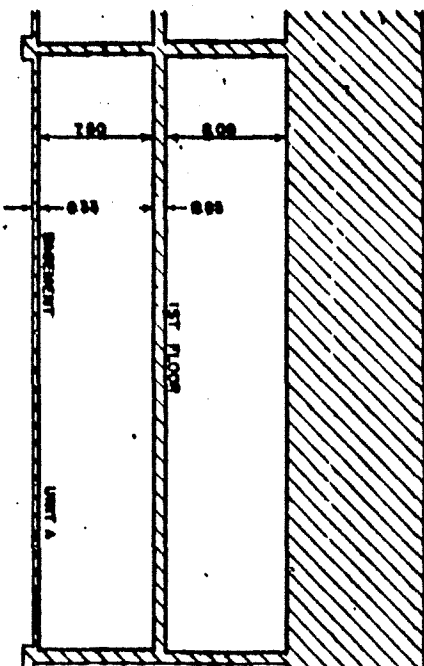
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10/97

10

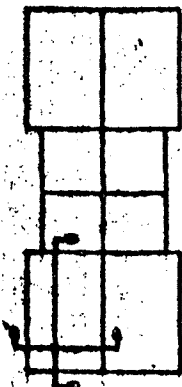


SECTION A-A

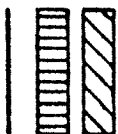


SECTION B-B

**TYPICAL UNIT
CROSS SECTIONS**
SCALE: 1/4"=1'-0"



GENERAL COMMON ELEMENT
UNITED COMMON ELEMENT
UNIT LIMIT WARE WALLS



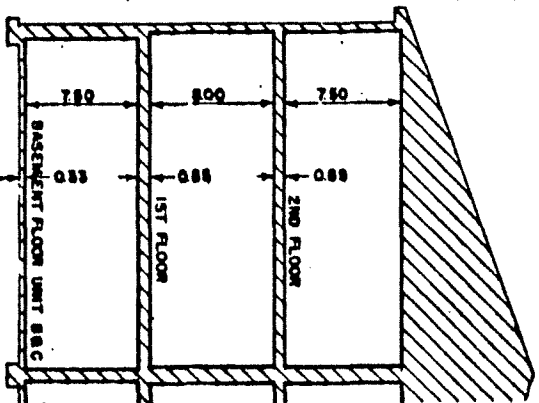
PHASE I

TYPICAL UNIT A

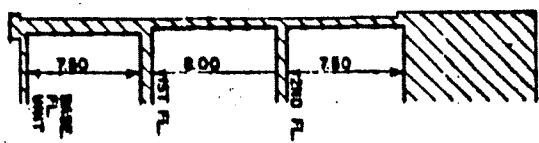
CROSS SECTIONS

NO.	DATE	BY	CHKD.	APP'D.	REVISION
1	10/1/77	J. L. H.	J. L. H.	J. L. H.	1.0
2	10/1/77	J. L. H.	J. L. H.	J. L. H.	2.0
3	10/1/77	J. L. H.	J. L. H.	J. L. H.	3.0
4	10/1/77	J. L. H.	J. L. H.	J. L. H.	4.0
5	10/1/77	J. L. H.	J. L. H.	J. L. H.	5.0
6	10/1/77	J. L. H.	J. L. H.	J. L. H.	6.0
7	10/1/77	J. L. H.	J. L. H.	J. L. H.	7.0
8	10/1/77	J. L. H.	J. L. H.	J. L. H.	8.0
9	10/1/77	J. L. H.	J. L. H.	J. L. H.	9.0
10	10/1/77	J. L. H.	J. L. H.	J. L. H.	10.0

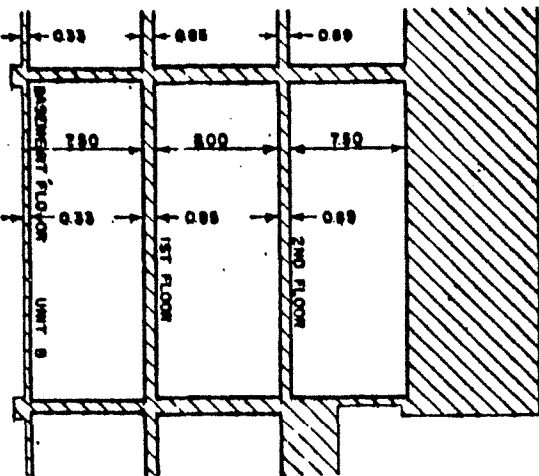




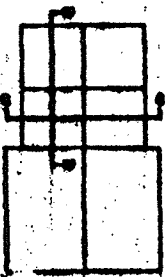
SECTION C-C



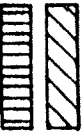
SECTION D-D



TYPICAL UNIT 'B1C'
CROSS SECTIONS
SCALE 1/4"=1'-0"



GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
UNIT LIMIT INSIDE WALLS

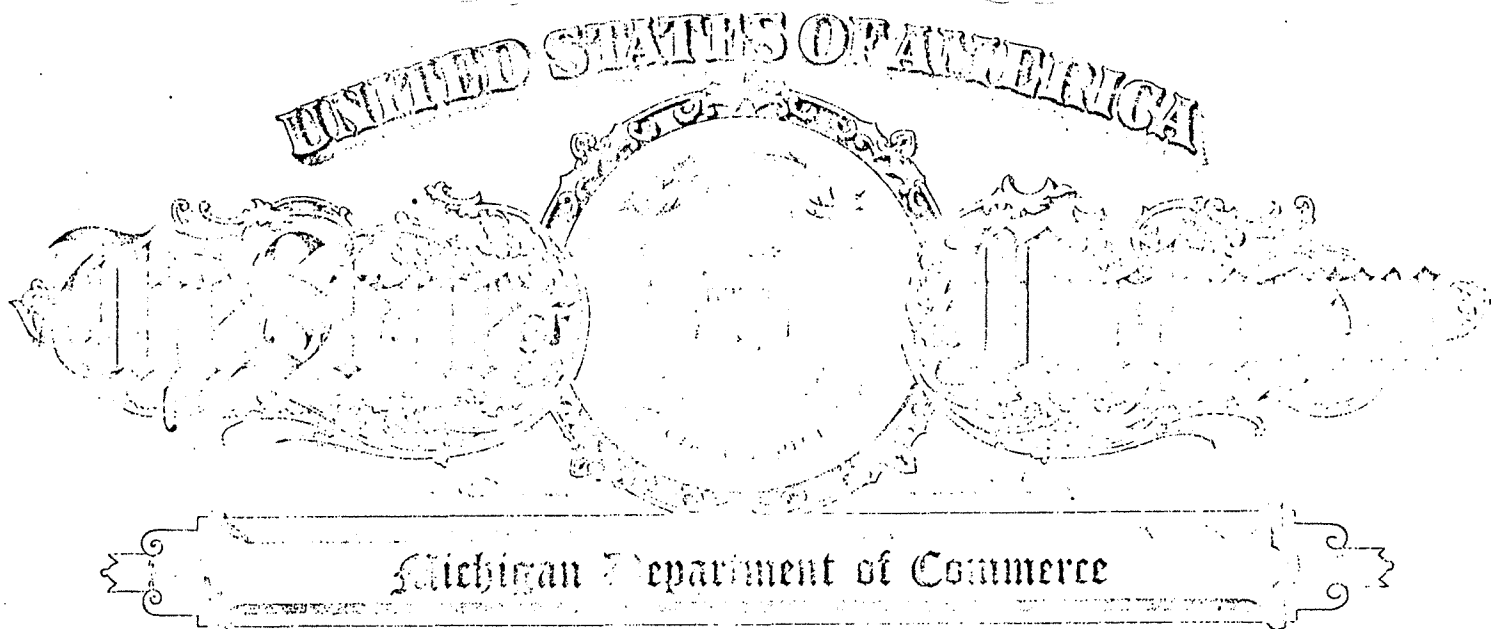


PHASE I

TYPICAL UNIT 'B1C'
CROSS SECTIONS

DATE	10/1/78
BY	WAC
CHECKED BY	WAC
SCALE	1/4"=1'-0"
SHEET NO.	12

NOTES:
1. SEE PHASE II FOR FURTHER DETAILS.
2. SEE PHASE III FOR FURTHER DETAILS.



Lansing, Michigan

To All To Whom These Presents Shall Come:

*I, Richard K. Helmbrecht, Director, Michigan Department of Commerce,
Do Hereby Certify That Articles of Incorporation of _____*

CROSSWINDS CONDOMINIUM ASSOCIATION

*were duly filed in this office on the _____ 21st day of _____ December, 1972,
in conformity with Act 327, Public Acts of 1931, as amended.*

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this _____ 21st day
of _____ December, 1972.*

Richard K. Helmbrecht
Director

STATE OF MICHIGAN
DEPARTMENT OF COMMERCE
CORPORATION DIVISION
LANSING, MICHIGAN

TRUE COPY
MICIGAN DEPARTMENT
OF COMMERCE

(THIS IS A PART OF THE ATTACHED CORPORATE DOCUMENT AND SHOULD NOT BE DETACHED)

DO NOT WRITE IN SPACES BELOW - FOR DEPARTMENT USE	
DATE RECEIVED:	<p>FILED</p> <p>DEC 21 1972</p> <p><i>Robert A. Holmquist</i> DIRECTOR Michigan Department of Commerce</p>
DEC 18 1972	
NAME OF CORPORATION: Crosswinds Condominium Association	
CORPORATE DOCUMENT: Articles of Incorporation	

NON-PROFIT

ARTICLES OF INCORPORATION

These Articles of Incorporation are signed and acknowledged by the incorporators for the purpose of forming a non-profit corporation under the provisions of Act No. 327 of the Public Acts of 1931, as amended, as follows:

ARTICLE I

The name of the corporation is CROSSWINDS CONDOMINIUM ASSOCIATION.

ARTICLE II

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

- (a) To manage and administer the affairs of and to maintain Crosswinds, a Condominium project;
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purpose 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 the 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 real and personal property, including any apartment in the Condominium;
- (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 do anything required of or permitted by it as administrator of said Condominium by the Condominium Bylaws or by Act No. 229 of the Public Acts of 1963, as from time to time amended;
- (j) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance repair, replacement and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location and Post Office address of the first registered office is:

10515 West McNichols
Detroit, Michigan 48221

ARTICLE IV

The name of the first resident agent is Phillip McCafferty.

ARTICLE V

Said corporation is organized upon a non-stock 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

The names and places of business of each of the incorporators are as follows:

Phillip McCafferty
10515 West McNichols
Detroit, Michigan 48221

Paul Silverstein
10515 West McNichols
Detroit, Michigan 48221

Bernard Gliberman	Nadine-Kraatz
5050 Greensward Ct.	10515 West McNichols
Birmingham, Mi. 48010	Detroit, Michigan--48221

ARTICLE VII

The names and addresses of the first Board of Directors are as follows:

Phillip McCafferty
10515 West McNichols
Detroit, Michigan 48221

Paul Silverstein
10515 West McNichols
Detroit, Michigan 48221

LAW OFFICES
JAFKE, SNIDER, RAITT,
GARRATT & HEUER

PROFESSIONAL CORPORATION
1800 FIRST NATIONAL BLDG.
DETROIT, MICH. 48226

901-8380

Bernard Gliberman	Nadine-Kraatz
5050 Greensward Ct.	10515 West McNichols
Birmingham, Mi. 48010	Detroit, Michigan--48221

ARTICLE VIII

The term of the corporate existence is perpetual.

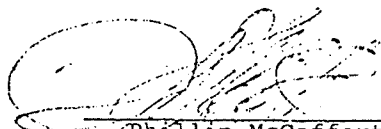
ARTICLE IX

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

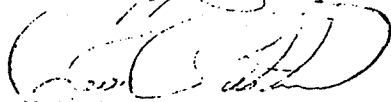
- (a) Each co-owner of an apartment in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership;
- (b) Membership in the corporation (except with respect to any non-co-owner incorporators; who shall cease to be members upon the qualification for membership of any co-owner) shall be established by recording with the Register of Deeds of Macomb County, Michigan, a deed or other instrument establishing a change of record title to an apartment in the Condominium and the furnishing of evidence of same satisfactory to the corporation, the new co-owner designated by such instrument 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 apartment in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

We, the incorporators, sign our names this 14 day of

December, 1972.



Phillip McCafferty



Paul Silverstein



Nadine Kraatz Bernard Gliberman

STATE OF MICHIGAN)
COUNTY OF Calhoun) ss.

On this 14th day of December, 1972, before me
personally appeared Phillip McCafferty, Paul Silverstein and
Bernard Gliebberman
~~Nathaniel Krantz~~ to me known to be the persons described in and who
executed the foregoing instrument, and acknowledged that they
executed the same as their free act and deed.

Luther W. Gellman
Notary Public
County of Wayne
State of Michigan
My Commission Expires: 11/24/73

LAW OFFICES
JAFKE, SNIDER, RAITT,
GARRATT & HEUER
PROFESSIONAL CORPORATION
1900 FIRST NATIONAL BLDG.
DETROIT, MICH. 48226

961 6380



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

LAW BUILDING, LANSING, MICHIGAN 48913

RICHARD K. HELMBRECHT, Director

O R D E R

CONDITIONAL PERMIT TO SELL

In re: Application of Village Homes, Inc., 10515 W. McNichols, Detroit, Michigan, Developer. for a Conditional Permit to Sell order for CROSSWINDS CONDOMINIUM, N.E. Corner 17 Mile & Hayes, Clinton Township, Michigan.

1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed having been entered on March 22, 1973, and recorded on March 26, 1973 in Liber #2380, pages 197 through 256 in the records of the Macomb County Register of Deeds.
3. Therefore, a Conditional Permit to Sell apartments is hereby granted to the developer pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - (a) That each purchaser of an apartment be given, before or at the time of purchase, a copy of the Master Deed reduced to 8 - 1/2 X 14 inches, including the bylaws and plans which are a part thereof.
 - (b) That this Bureau be furnished with a copy of all advertisements and sales literature to be used in the sale of apartments, prior to use.
 - (c) That no unit be conveyed until it is actually ready for occupancy.
 - (d) That until conveyance of title, all deposits shall be placed and remain in the escrow account.
 - (e) That at such time as construction is completed, "as built" plans be submitted.
4. This Conditional Permit to Sell becomes effective immediately but shall expire one year from date hereof as to any apartments not deeded or sold under land contract unless request is made by developer for extension.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

By 
Hugh W. Makens, Director
Corporation & Securities Bureau



Dated: March 26, 1973
Lansing, Michigan

BY-LAWS
OF
CROSSWINDS CONDOMINIUM ASSOCIATION

ARTICLE I

NAME, OBJECTS AND CORPORATE SEAL

Section 1. Name. The name of this corporation is Crosswinds Condominium Association, a Michigan non-profit corporation (herein the "Corporation").

Section 2. Objects. The objects of the Corporation are fully set forth in the Articles of Incorporation. In brief, these objects are to manage and administer the affairs of and to maintain Crosswinds Condominium, a Condominium Project, and to do anything required of or permitted to it as administrator of said Condominium.

Section 3. Seal. The Corporation shall not have a corporate seal.

ARTICLE II

BOARD OF DIRECTORS

Section 1. The affairs of the Association shall be governed by a Board of Directors, all of whom must be members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association.

Section 2. The first Board of Directors designated in the Articles of Incorporation shall be composed of three (3) persons and such first Board of Directors shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened at the time required by Article II, Section 6 of the Condominium By-Laws, Exhibit "A" to the Master Deed of Crosswinds Condominium. Thereafter, the Board of Directors shall consist of five (5) members, who shall be elected for a term of one (1) year, or until their successors are elected and qualify.

Section 3. The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the

Master Deed, these By-Laws or the laws of the State of Michigan, or required thereby to be exercised and done by the Co-owners. The Board of Directors can provide for independent professional management of the Condominium.

Section 4. In addition to the foregoing duties imposed by these By-Laws 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. Management and administration of the affairs of and maintenance of 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 approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium By-Laws;
- g. To acquire, maintain, and improve, and to buy, sell, convey, assign, mortgage or lease any real or personal property (including easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, provided, however, that any purchase of any apartment in the Condominium (except pursuant to foreclosure of a lien for non-payment of association assessments), or the purchase of any other real property, shall first be approved by an affirmative vote of seventy-five (75%) percent of all of the members of the Association in number and in value;
- h. To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association, provided, however, that any such action shall also be approved

by affirmative vote of seventy-five (75%) percent of all of the members of the Association in number and in value; and

- i. To enforce the provisions of the Condominium Documents.

Section 5. Subject to the provisions of Article VIII of the Condominium By-Laws, 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 Master Deed or By-Laws or by the Articles of Incorporation or By-Laws of this Association required to be performed by or have the approval of the Board of Directors or the members of the Association.

Section 6. Vacancies in the Board of Directors (including the first Board of Directors named in the Articles of Incorporation) caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by a vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

Section 7. At any annual or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners in value and number and a successor may be elected at the same meeting to fill the vacancy thus created. The quorum requirement for purposes of filling such vacancy shall be the normal thirty-three and one-third (33 1/3%) percent requirement set forth in Article II, Section 3(g) of Exhibit "A" to the Master Deed of Crosswinds Condominium. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. Prior to the first meeting of all members held in accordance with Article II, Section 6 of Exhibit "A" to the Master Deed, the Developer may remove and replace any or all of the Directors at any time or from time to time in its sole discretion.

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

Section 9. Regular meetings 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. Written notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings of the Board of Directors may be called by the President on three (3) days written notice to each Director, delivered personally, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one Director.

Section 11. 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 the 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. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there is less than a quorum present, the majority of those present may then adjourn the meeting to a subsequent time upon twenty-four (24) hours prior written notice delivered to all directors not present. Any business which might have been transacted at the meeting as originally called may be transacted at the adjourned meeting.

Section 13. The actions of the first Board of Directors of the Association named in its Articles of Incorporation, or any successors thereto elected before the first Annual Meeting of members 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 Master Deed and these By-Laws.

Section 14. 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 III

OFFICERS

Section 1. 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. an assistant Treasurer, and an assistant Secretary. The Directors may appoint officers as in their judgment may be necessary, and such other except that of President and Vice President, y. Any two offices, may be held by one person.

Section 2. 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. Upon an 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 special meeting of the Board called for such purpose.

Section 4. 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 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. No person shall serve two successive terms as President.

Section 5. 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.

Section 6. The Secretary shall keep the minutes of all meetings of the Association and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for Association funds and securities and shall be responsible for keeping full and accurate accounts and shall be responsible for keeping belonging to the Association of all receipts and disbursements in books of all monies and other valuable effects in the name and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

Section 8. The officers shall have such other duties, powers and responsibilities as shall, from time to time, be authorized by the Board of Directors.