

PURCHASER INFORMATION BOOKLET

FOR

WOODVIEW CONDOMINIUM

A Condominium Project  
in  
Westland, Michigan

LMI Investors, a California  
real estate investment trust  
Wells Fargo Building  
Suite 701  
433 North Camden Drive  
Beverly Hills, California 90210

**WOODVIEW CONDOMINIUM**

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Securities Division  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48913

HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0483  
Corporation Division  
(517) 373-0496  
Condominium Section  
(517) 373-4028

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

SECOND EXTENSION OF CONDITIONAL PERMIT TO SELL

In re: Application of LMI Investors, a California Real Estate Investment Trust, Wells Farm Bank Building, 433 No. Camden Dr., Suite 701, Beverly Hills, California, 90210, Developer, for a Second Extension of Conditional Permit To Sell order for WOODVIEW CONDOMINIUM, Westland, Wayne County, Michigan. (Our file #71-208). Wayne County Condominium Subdivision Plan No. 103.

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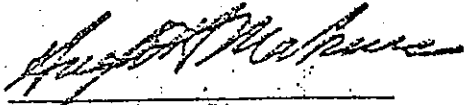
The Bureau having entered its Extension of Conditional Permit to Sell order on August 23, 1976 which permit by its terms expires on October 21, 1976, and,

The developer having requested a Second Extension of Conditional Permit to Sell order for an additional year, and

The Bureau finding this order appropriate and consistent with the policies and provisions of Act 229 of the Public Acts of 1963, as amended,

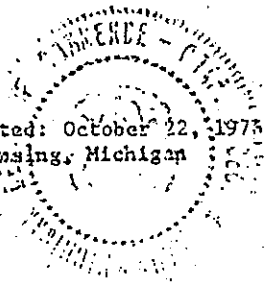
A Second Extension of Conditional Permit to Sell order for WOODVIEW CONDOMINIUM is hereby granted as of October 22, 1976 subject to all terms and conditions of the Conditional Permit to Sell dated October 19, 1973; and of the Extension of Conditional Permit to Sell dated August 23, 1976; said extension to expire April 22, 1977.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By 

Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated: October 22, 1976  
Lansing, Michigan



Securities Division  
Corporation & Securities Bureau  
P.O. Box 30222  
Lansing, Michigan, 48909  
HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN

G126358



LI19511 PA136

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

Corporation Division  
General Information  
(517) 373-0493  
Record Information  
(517) 373-0496  
Securities Division  
Securities Section  
(517) 373-0485  
Condominium Section  
(517) 373-8026  
Franchise Section  
(517) 373-8074

ORDER

DEVELOPER CHANGE IN APPLICATION

In re: Application of LMI Investors, a California Real Estate Investment Trust, Wells Farm Bank Building, 433 No. Camden Dr., Suite 701, Beverly Hills, California, 90210, to transfer WOODVIEW CONDOMINIUM, Westland, Wayne County, Michigan, from Suffolk Co., a Michigan corporation, 24442 Michigan Ave., Dearborn, Michigan to LMI Investors, a California Real Estate Investment Trust, Wells Farm Bank Building, 433 No. Camden Drive, Suite 701, Beverly Hills, California, 90210. (Our file #71-208). Wayne County Condominium Subdivision Plan No. 103. ✓

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INASMUCH AS LMI Investors has petitioned the Corporation and Securities Bureau to permit transfer of the application of said condominium, and the Permit To Take Reservations, Extension of Permit To Take Reservations, Certificate of Approval of Master Deed and Conditional Permit To Sell, and

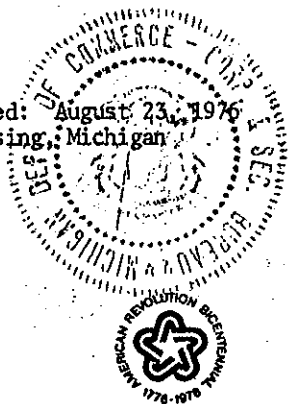
INASMUCH AS the Department of Commerce, Corporation and Securities Bureau finds this action appropriate in the public interest and consistent with the policies and provisions of Act 229, Public Acts of 1963, as amended,

IT IS HEREBY ORDERED that the application for said condominium be amended to show the developer as LMI Investors, a California Real Estate Investment Trust, Wells Farm Bank Building, 433 No. Camden Dr., Suite 701, Beverly Hills, California, 90210, said developer shall be subject to all terms and conditions of the Permit To Take Reservations, dated December 21, 1971, Extension of Permit To Take Reservations, dated December 21, 1972, Order of Amendment, dated March 21, 1973, Certificate of Approval of Master Deed, dated October 12, 1973 and Conditional Permit To Sell, dated October 19, 1973.

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

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

Dated: August 23, 1976  
Lansing, Michigan



RECORDED SEP 10 1976 AT 3:25 P.M.  
FOREST E. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

MICHIGAN The Great Lake State

G126358

Securities  
Corporation & Securities Bureau  
5511 Enterprise Drive  
Lansing, Michigan 48913  
HUGH H. MAKENS, DIRECTOR

STATE OF MICHIGAN



WILLIAM G. MILLIKEN, Governor

Securities Division  
(517) 373-0485  
Corporation Division  
(517) 373-0496  
Condominium Section  
(517) 373-8026

DEPARTMENT OF COMMERCE

RICHARD K. HELMBRECHT, Director

ORDER

CONDITIONAL PERMIT TO SELL

In re: Application of Suffolk Co., a Michigan Corporation, 24442 Michigan, Dearborn, Michigan, Developer, for a Conditional Permit to Sell order for WOODVIEW CONDOMINIUM Westland, Michigan.

PLAN - 103


1. Application having been duly made and examined, and
2. A Certificate of Approval of Master Deed having been entered on October 12, 1973, and recorded on October 17, 1973, in Liber #18630, pages 522 thru 575 in the records of the Wayne 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 closing take place for any unit in a building until developer has paid the sewer connection charges for that building and for one other additional building and obtained a release for the two buildings from the City of Westland. The developer shall be obligated to report to the Corporation and Securities Bureau when such releases are obtained and shall report to the Corporation and Securities Bureau on a monthly basis regarding the status of the project. NO UNIT SHALL BE CONVEYED SUBJECT TO THE SEWER CONNECTION CHARGE.
  - (d) That no unit be conveyed until it is actually ready for occupancy.
  - (e) That until conveyance of title, all deposits shall be placed and remain in the escrow account.

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.



Dated: Oct. 19, 1973  
Lansing, Michigan

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By   
Hugh H. Makens, Director  
Corporation & Securities Bureau

F857928

STATE OF MICHIGAN



L18630 PA522

WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

LAW BUILDING, LANSING, MICHIGAN 48913

RICHARD K. HELMBRECHT, Director

ORDER

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Suffolk Co., a Michigan Corporation, 24442 Michigan, Dearborn, Michigan, Developer, for a Certificate of Approval of Master Deed for WOODVIEW CONDOMINIUM, Westland, Michigan.

PLAN # 103

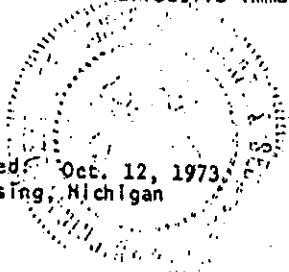
1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
  - a. That consents to the submission of the real 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.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

F857928

MICHIGAN DEPARTMENT OF COMMERCE  
Richard K. Helmbrecht, Director

By   
Hugh H. Makens, Director  
Corporation & Securities Bureau

Dated Oct. 12, 1973  
Lansing, Michigan



RECORDED OCT 17 1973 AT 333 P.M.  
BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN, 48226

1857929

057203  
5428

MASTER DEED

L18630 PA523

WOODVIEW CONDOMINIUM (Act 229 P.A. 1963, as Amended)

In the City of Westland, County of Wayne, State of Michigan, on this 17<sup>th</sup> day of October, 1973, SUFFOLK CO., a corporation organized and existing under the laws of the State of Michigan, whose principal office is situated at 24442 Michigan Avenue, Dearborn, Michigan, sometimes hereinafter referred to as "DEVELOPER" represented in this Master Deed by its President and Secretary, who are fully empowered and qualified to execute this Master Deed on behalf of said corporation, does hereby state:

1857929

FIRST

DEVELOPER does hereby establish on the parcel of land described below, a project known as WOODVIEW CONDOMINIUM, Wayne County Condominium Subdivision Plan No. 103, described in the plans attached hereto as Exhibit "B", containing a cover sheet, a sheet describing the property, and pages 2 through 10, inclusive. The Condominium is established in accordance with the provisions of Act 229, P.A. of Michigan, 1963, as amended. The By-Laws attached hereto as Exhibit "A" are hereby incorporated in and made a part of this Master Deed.

SECOND

The land is situated in the City of Westland, County of Wayne, State of Michigan, described as follows:

This is to certify that there are no tax liens or titles on the property and that taxes are paid for FIVE YEARS previous to date of this instrument: RECEIPT \_\_\_\_\_

No. 5028  
OCT 17 1973  
Ronnie H. Youngblood  
WAYNE COUNTY TREASURER  
Clerk RJ

-1- RECORDED OCT 17 1973 BY 333 OCT 17 1973  
BERNARD J. YOUNGBLOOD, Register of Deeds  
WAYNE COUNTY, MICHIGAN 48226

1857929 000100 II

L18030 PA524

All that part of the S.E. 1/4 of Section 5, T. 2S., R. 9E., City of Westland, Wayne County, Michigan, described as follows: Beginning at a point on the N. and S. 1/4 line of said Section 5, distant N. 1° 23' 15" W., 263.91 ft. from the S. 1/4 corner of said Section 5; thence along N. and S. 1/4 line of said Section 5, N. 1° 23' 15" W. 1633.85 ft.; thence N. 74° 26' 45" E. 213.77 ft. to a point on the boundary of William P. Holiday Park; thence along said boundary S. 14° 29' 00" E. 362.46 ft. and S. 49° 01' 25" E. 226.42 ft. and S. 44° 07' 55" E. 272.08 ft.; thence S. 88° 52' 55" W. 73.0 ft.; thence S. 1° 07' 05" E. 553.30 ft. to a point on the centerline of Cowan Road (as it formerly existed 66 ft. wide); thence along said line, S. 55° 27' 25" W. 67.76 ft. and S. 51° 06' 05" W. 641.73 ft. to the point of beginning and containing 15.65 acres more or less.

THIRD

The project consists of fifteen (15) buildings and a clubhouse, designated on the site plan attached hereto as Buildings A-1, A-2 and A-3; B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13 and B-14; and C-15, all located on the parcel described above. Buildings A-1, A-2 and A-3 are identical and each contains twelve (12) apartments. Buildings B-4, B-5, B-6, B-7, B-8, B-9, B-10, B-11, B-12, B-13 and B-14 are identical and each contains sixteen (16) apartments. Building C-15 contains twenty (20) apartments. The buildings contain individual apartments, all for residential purposes, and each capable of individual utilization on account of each having its own direct 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 and an undivided inseparable interest in the common elements of the project as hereinafter set forth in this Master Deed.



L118630 PA525

FOURTH

The apartments, including the address, number, boundaries, dimensions, area and volume of each apartment are described more particularly on Exhibit "B" attached hereto. The apartments in Building A-1 are numbered consecutively from 1 to 12, the apartments in Building A-2 are numbered consecutively from 13 to 24, the apartments in Building A-3 are numbered consecutively from 25 to 36, the apartments in Building B-1 are numbered consecutively from 37 to 52, the apartments in Building B-2 are numbered consecutively from 53 to 68, the apartments in Building B-3 are numbered consecutively from 69 to 84, the apartments in Building B-4 are numbered consecutively from 85 to 100, the apartments in Building B-5 are numbered consecutively from 101 to 116, the apartments in Building B-6 are numbered consecutively from 117 to 132, the apartments in Building B-7 are numbered consecutively from 133 to 148, the apartments in Building B-8 are numbered consecutively from 149 to 164, the apartments in Building B-9 are numbered consecutively from 165 to 180, the apartments in Building B-10 are numbered consecutively from 181 to 196, the apartments in Building B-11 are numbered consecutively from 197 to 212, the apartments in Building C-1 are numbered consecutively from 213 to 232.

FIFTH

The following facilities and elements of the project are common elements:

- A. The general common elements of the project are:

- (1) The parcel of land described in Paragraph SECOND hereof, including driveways, a sidewalk, and parking lots not specifically assigned;
- (2) All parts of the improvement which are not included within the apartments excepting the limited common elements hereinafter described;
- (3) Easements through apartments for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities, services to the apartments and common elements;
- (4) An easement of support in every portion of the apartment which contributes to the support of the building;
- (5) Installation for the furnishing of utility services for more than one apartment or to the common elements or to an apartment other than the apartment containing the installation;
- (6) The property and installation in connection therewith required for the furnishing of services to more than one apartment or to two common elements;
- (7) The service rooms, mechanical equipment rooms, closets, crawl spaces, facilities in apartment, if any, used for maintenance or repair of the project or used to lodge janitors or persons in charge of maintenance or management of the project;
- (8) Air space exterior of any building;
- (9) The swimming pool;
- (10) The foundations, bearing and supporting beams, main walls, including windows, doors and chimneys therein, roofs and floors of all buildings, respectively;
- (11) Such other elements of the project not herein designated as general or limited common elements and which are not enclosed within the boundaries of an apartment, which are intended for common use or necessary to the existence, upkeep and safety of the project.

B. The limited common elements of the project located in each of the separate buildings and designated in Exhibit "B" attached hereto are restricted in use to the co-owners of specific apartments in the building wherein they are contained, to the exclusion of other apartments:

- (1) The electrical and telephone wiring networks in all buildings are restricted in use to the co-owners of apartments in all buildings respectively;
- (2) The plumbing networks and facilities in all buildings are restricted in use to the co-owners of apartments in all buildings respectively;
- (3) The covered parking appurtenant to each apartment, as numbered in Exhibit "B", is limited to the use and enjoyment of any given apartment to which it is made appurtenant;
- (4) The individual entry courtyards and patios appurtenant to each apartment and to the respective building in which they are contained;
- (5) The surfaces of main 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.

The cost of maintenance and repair of limited common elements shall be expenses of administration to be borne by the co-owners of the apartment or apartments in the particular building to which such limited common elements appertain. Such co-owners shall have the exclusive right to vote with respect to such limited common elements.

No co-owner shall use his apartment or the common elements appurtenant to his apartment 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 appurtenant thereto.

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 installation, repair or maintenance of such services, and any costs incurred in opening and repairing any wall of the project to install, repair or maintain such services shall be an expense of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A".

SIXTH

A. The apartments in the Condominium are completely described in the plat and site plan of WOODVIEW CONDOMINIUM, as surveyed by RAPHAEL J. LANDINI, Westland, Michigan, and attached hereto as Exhibit "B".

B. The percentage of the value assigned to each apartment in the Condominium is hereinafter set forth in Sub-paragraph 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 for voting purposes.

C. The total value of the project is 100. Set forth below are:

- (1) Each apartment number as it appears on the Condominium subdivision plan.
- (2) Percentage of value assigned to each apartment.

LI 18630 PA 529  
Percentage  
Of Value  
Assigned

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
<u>Building A-1</u>		
1	7390 Woodview Drive	.0047
2		.0031
3		.0047
4		.0047
5	7380 Woodview Drive	.0047
6		.0031
7		.0047
8		.0047
9	7370 Woodview Drive	.0047
10		.0031
11		.0047
12		.0047
<u>Building A-2</u>		
13	7360 Woodview Drive	.0047
14		.0031
15		.0047
16		.0047
17	7350 Woodview Drive	.0047
18		.0031
19		.0047
20		.0047
21	7340 Woodview Drive	.0047
22		.0031
23		.0047
24		.0047
<u>Building A-3</u>		
25	7330 Woodview Drive	.0047
26		.0031
27		.0047
28		.0047

LI 18630 PA 530

Percentage  
Of Value  
Assigned

Apartment Number

Address

29	7320 Woodview Drive	.0047
30		.0031
31		.0047
32		.0047
33	7310 Woodview Drive	.0047
34		.0031
35		.0047
36		.0047

Building B-1

37	7395 Woodview Drive	.0047
38		.0031
39		.0047
40		.0047
41	7385 Woodview Drive	.0047
42		.0031
43		.0047
44		.0047
45	7375 Woodview Drive	.0047
46		.0031
47		.0047
48		.0047
49	7365 Woodview Drive	.0047
50		.0031
51		.0047
52		.0047

Building B-2

53	7355 Woodview Drive	.0047
54		.0031
55		.0047
56		.0047

LI 18630 PA 531  
Percentage  
Of Value  
Assigned

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
57	7345 Woodview Drive	.0047
58		.0031
59		.0047
60		.0047
61	7335 Woodview Drive	.0047
62		.0031
63		.0047
64		.0047
65	7325 Woodview Drive	.0047
66		.0031
67		.0047
68		.0047
<u>Building B-3</u>		
69	7475 Woodview Drive	.0047
70		.0031
71		.0047
72		.0047
73	7485 Woodview Drive	.0047
74		.0031
75		.0047
76		.0047
77	7496 Woodview Drive	.0047
78		.0031
79		.0047
80		.0047
81	7490 Woodview Drive	.0047
82		.0031
83		.0047
84		.0047

LI 18630 PA 532

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
<u>Building B-4</u>		
85	7422 Woodview Drive	.0047
86		.0031
87		.0047
88		.0047
89	7442 Woodview Drive	.0047
90		.0031
91		.0047
92		.0047
93	7462 Woodview Drive	.0047
94		.0031
95		.0047
96		.0047
97	7482 Woodview Drive	.0047
98		.0031
99		.0047
100		.0047
<u>Building B-5</u>		
101	7507 Woodview Drive	.0047
102		.0031
103		.0047
104		.0047
105	7513 Woodview Drive	.0047
106		.0031
107		.0047
108		.0047
109	7512 Woodview Drive	.0047
110		.0031
111		.0047
112		.0047



LI 18630 PA 533  
Percentage  
Of Value  
Assigned

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
113	7532 Woodview Drive	.0047
114		.0031
115		.0047
116		.0047
<u>Building B-6</u>		
117	7552 Woodview Drive	.0047
118		.0031
119		.0047
120		.0047
<u>Building B-6</u>		
121	7572 Woodview Drive	.0047
122		.0031
123		.0047
124		.0047
<u>Building B-6</u>		
125	7592 Woodview Drive	.0047
126		.0031
127		.0047
128		.0047
<u>Building B-6</u>		
129	7602 Woodview Drive	.0047
130		.0031
131		.0047
132		.0047
<u>Building B-7</u>		
133	7622 Woodview Drive	.0047
134		.0031
135		.0047
136		.0047
<u>Building B-7</u>		
137	7642 Woodview Drive	.0047
138		.0031
139		.0047
140		.0047

LI 18630 PA 534  
Percentage  
Of Value  
Assigned

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
141	7662 Woodview Drive	.0047
142		.0031
143		.0047
144		.0047
145	7682 Woodview Drive	.0047
146		.0031
147		.0047
148		.0047
<u>Building B-8</u>		
149	7595 Woodview Drive	.0047
150		.0031
151		.0047
152		.0047
153	7605 Woodview Drive	.0047
154		.0031
155		.0047
156		.0047
157	7615 Woodview Drive	.0047
158		.0031
159		.0047
160		.0047
161	7625 Woodview Drive	.0047
162		.0031
163		.0047
164		.0047
<u>Building B-9</u>		
165	7515 Woodview Drive	.0047
166		.0031
167		.0047
168		.0047

LI 18630 PA 535

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
169	7535 Woodview Drive	.0047
170		.0031
171		.0047
172		.0047
173	7555 Woodview Drive	.0047
174		.0031
175		.0047
176		.0047
177	7575 Woodview Drive	.0047
178		.0031
179		.0047
180		.0047
<u>Building B-10</u>		
181	7580 Woodview Drive	.0047
182		.0031
183		.0047
184		.0047
185	7590 Woodview Drive	.0047
186		.0031
187		.0047
188		.0047
189	7600 Woodview Drive	.0047
190		.0031
191		.0047
192		.0047
193	7610 Woodview Drive	.0047
194		.0031
195		.0047
196		.0047

LI 18030 PA 536  
Percentage  
Of Value  
Assigned

Apartment Number

Address

Building B-11

197	7620 Woodview Drive	.0047
198		.0031
199		.0047
200		.0047
201	7630 Woodview Drive	.0047
202		.0031
203		.0047
204		.0047
205	7640 Woodview Drive	.0047
206		.0031
207		.0047
208		.0047
209	7650 Woodview Drive	.0047
210		.0031
211		.0047
212		.0047

Building C-1

213	7500 Woodview Drive	.0047
214		.0031
215		.0047
216		.0047
217	7510 Woodview Drive	.0047
218		.0031
219		.0047
220		.0047

<u>Apartment Number</u>	<u>Address</u>	<u>Percentage Of Value Assigned</u>
221	7530 Woodview Drive	.0047
222		.0031
223		.0047
224		.0047
225	7550 Woodview Drive	.0047
226		.0031
227		.0047
228		.0047
229	7570 Woodview Drive	.0047
230		.0031
231		.0047
232		.0071

SEVENTH

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 By-Laws attached hereto (Exhibit "A"). The DEVELOPER covenants to take no action which will adversely affect the rights of the Association of Co-Owners with respect

to assurances against latent defects in the project or other rights assigned to the Association of Co-Owners by reason of the establishment of the Condominium.

EIGHTH

The percentages hereinbefore allocated to each apartment in Paragraph SIXTH shall not be changed without the unanimous consent of all the co-owners expressed in an Amendment to this Master Deed duly approved and recorded.

NINTH

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 in the By-Laws attached hereto as Exhibit "A".

TENTH

In the event that any portion of an apartment or a common element encroaches upon another apartment or common element,

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reciprocal easements shall exist for the maintenance of such encroachments for so long as such encroachments exist.

ELEVENTH

The Condominium project shall not be vacated or revoked or any of the provisions herein amended except as hereinafter provided, unless all the co-owners and the mortgagees of all mortgages covering the apartments unanimously agree to such termination, revocation or amendment by duly approved and recorded instruments.

TWELFTH

Any agencies or companies furnishing utility services such as light, heat, power, water, communications, sewage and rubbish disposal shall have an easement across the land and through the buildings, improvements and structures thereon and in any wall or structure used or to be used for the installation, repair, or maintenance of such services, and any ordinary costs, not paid for by the utility company, including opening and repairing any wall or structure for installing, repairing or maintaining such utility services shall be an expense of administration to be assessed in accordance with the By-Laws attached hereto as Exhibit "A".

THIRTEENTH

The general and/or limited common areas shall remain undivided and no co-owner shall bring an action for partition or division.

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Further, the undivided interest in the general and/or limited common element shall not be separate from the apartment to which it appertains and shall be deemed conveyed or encumbered with the apartment even though such interest is not expressly mentioned or described in the conveyance or other instruments.

FOURTEENTH

In a voluntary conveyance of an apartment, the grantee of the apartment shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his share of the assessment up to the time of the grant or conveyance without prejudice to the grantee's rights to recover from the grantor the amounts paid by the grantee therefor. However, any



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such grantee shall be entitled to a statement from the Association setting forth the amount of unpaid assessments against the grantor due the Association; and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for, any unpaid assessments made by the Association against the grantor in excess of the amount therein set forth.

FIFTEENTH

Notwithstanding any other provision in this Master Deed or in the Condominium By-Laws or in the Corporate By-Laws, except as otherwise required by mandatory law or regulation, with respect to any first mortgage of record of a Condominium unit, unless the holder of such mortgage shall otherwise consent in writing:

A. The holder of the mortgage is entitled to written notification from the Association of Owners of the Condominium 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 corporate manager) of the Condominium project.

B. The holder of the mortgage is entitled to written notification from the Association of Owners of the Condominium 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.

C. Any holder of the 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

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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.

D. 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 the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

E. Unless all holders of first mortgage liens on individual units have given their prior written approval, the association of Owners of the Condominium shall not:

- (1) fail to employ a professional manager for the Condominium project;
- (2) 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;
- (3) partition or subdivide any unit or the common elements of the project; nor
- (4) 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.

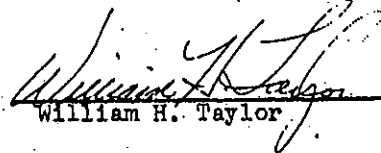
SIXTEENTH

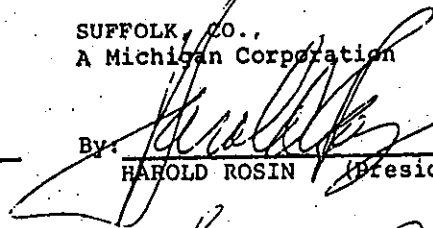
L 18630 PA 543

All terms used in this Master Deed shall be construed to have the same meaning as defined in Section 2 of Act 229, P.A. of Michigan, 1963, as amended.

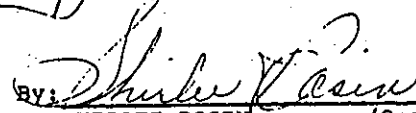
In the Presence of:

SUFFOLK CO.,  
A Michigan Corporation

  
\_\_\_\_\_  
William H. Taylor

By:   
\_\_\_\_\_  
HAROLD ROSIN (President)

  
\_\_\_\_\_  
Lillian Martin

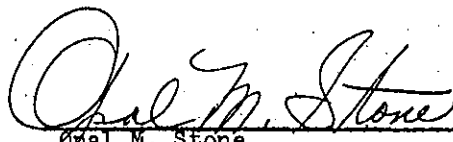
By:   
\_\_\_\_\_  
SHIRLEE ROSIN (Secretary)

STATE OF MICHIGAN)  
 ) SS:  
County of Oakland)

LI 18630 PA 544

On this 17<sup>th</sup> day of October, 1973, before me, a Notary Public in and for said County, HAROLD ROSIN and SHIRLEE ROSIN, to me personally known, who, being duly sworn by me, did say that they are the President and Secretary, respectively, of SUFFOLK CO., the corporation named herein and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and acknowledged said instrument to be the free act and deed of said corporation.

OPAL M. STONE  
Notary Public, Wayne County, Mich.  
My Commission Expires 11-15-75

  
Opal M. Stone  
Notary Public, Wayne  
County, Michigan

My Commission Expires:

November 15, 1975

WAYNE COUNTY  
TREASURER'S CERTIFICATE

WAYNE COUNTY  
REGISTER OF DEEDS

Master Deed Drafted By:

Mark S. Koppelman  
GREENFIELD, KOPPELMAN and LEWISTON  
Professional Corporation  
24901 Northwestern Highway  
Suite 413 A - Heritage Plaza  
Southfield, Michigan 48075

EXHIBIT "A"

BY-LAWS

WOODVIEW CONDOMINIUM

ARTICLE I

Association of Co-Owners

Section 1. WOODVIEW CONDOMINIUM, located on Warren Road at Cowan Road, City of Westland, Wayne County, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter sometimes referred to as "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, By-Laws adopted by the ASSOCIATION, and the laws of the State of Michigan.

Section 3. The ASSOCIATION shall administer the affairs of the project and may provide for independent management.

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 expenses incurred by or on behalf of the ASSOCIATION and the co-owners. Such accounts shall be open for inspection by co-owners during reasonable working hours and shall be audited annually by qualified auditors. The cost of such audit shall be an expense of administration.

ARTICLE II

Membership

Section 1. Each co-owner of an apartment in WOODVIEW CONDOMINIUM shall be a member of the ASSOCIATION.

Section 2. Membership in the ASSOCIATION shall be established by recording with the Register of Deeds of Wayne County, Michigan, a deed or other instrument establishing a change of record title to an apartment in the Condominium or extensions thereof, and the delivery to the ASSOCIATION of a certified copy of such instrument. The new co-owner designated by such instrument shall thereby become a member of the ASSOCIATION, and membership of the prior co-owner shall thereby be terminated.

ARTICLE III

Voting Rights

Section 1. Each co-owner shall file a written notice with the ASSOCIATION of co-owners designating the individual who shall vote at meetings of the ASSOCIATION, 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 a co-owner. Such notice shall be signed and dated by the co-owner. The individual representative designated may be changed by the co-owner at any time by filing a new notice in the manner herein provided.

Section 2. Each co-owner shall be entitled to one (1) vote regardless of the number of apartment units owned in WOODVIEW CONDOMINIUM. The value of each vote shall be equal to the total percentage of value assigned to the apartment, or apartments, owned by such co-owner. Voting shall be by value except in those instances where voting is required to be in number and in value. No co-owner other than DEVELOPER shall be entitled to vote at any meeting of the ASSOCIATION until he has presented evidence of the 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 by such co-owner on the notice hereinbefore required in Section 1, or by a proxy given by such individual representative.

Section 3. The presence in person, or written consent of twenty-five (25%) percent of the co-owners in number and in value shall constitute a quorum for holding all meetings of the members, and the majority of such meetings shall consist of more than fifty (50%) percent in value of those qualified to vote and present in person or by proxy at the given meeting. 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.

#### ARTICLE IV

##### Meetings of Members

Section 1. Meetings of the ASSOCIATION shall be held at a place convenient to the co-owners as may be designated by the Board of Directors.

Section 2. The first annual meeting of the members of the ASSOCIATION shall be held within thirty (30) days after the Master Deed to the Condominium has been recorded and more than seventy-five

(75) percent of the apartments have been sold by the DEVELOPER. Such day shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meeting of the members of the ASSOCIATION shall be held on the 1st day of December 73 of each succeeding year. At such meetings there shall be elected, by ballot of the co-owners, a Board of Directors in accordance with the requirements of Section 1 of ARTICLE V of these By-Laws. The co-owners may also transact such other business of the ASSOCIATION as may properly come before them. Notwithstanding anything to the contrary contained above, the first annual meeting must be held within two years of the recording of these By-Laws.

Section 3. Special meetings of the co-owners may be called by the Board of Directors by vote of the majority of the Board of Directors and must be called by the Board of Directors upon receipt of a written request from a majority of the co-owners. Written notice of any such special meeting shall be provided according to the provisions of Section 4 of this ARTICLE IV.

Section 4. It shall be the duty of the Secretary to mail the notice of each annual or special meeting to each individual representative designated by the respective co-owners at least five (5) days but not more than ten (10) days prior to such meeting. Said notice shall state the purpose of the meeting as well as the time and place where it is to be held. The mailing of the notice in the manner provided in this Section shall be considered as duly given at the date of mailing.

Section 5. All powers, duties and authority vested in or delegated to the ASSOCIATION shall be exercised by the Board of Directors. Such powers, duties and authority shall include



those existing under the Common Law Statutes of the State of Michigan, Articles of Incorporation of the ASSOCIATION, these By-Laws, and the Master Deed.

ARTICLE V

Board of Directors .

Section 1. The first Board of Directors of WOODVIEW CONDOMINIUM and succeeding Board of Directors shall consist of three (3) persons. The first Board of Directors of the ASSOCIATION named in the Articles of Incorporation shall hold office until the first annual meeting to be held at the time provided in Section 2, ARTICLE IV. Directors shall hold office for the term of one (1) year and/or until their successors are elected and qualified. A Director shall be elected by a majority of the votes cast at the annual meeting of the co-owners of the ASSOCIATION.

Section 2. Vacancies in the Board of Directors may be filled by the remaining members of the Board, and each person so elected shall be a Director until a successor shall be elected by the co-owners. The co-owners shall make such election at the next annual meeting of the co-owners, or at any special meeting duly called for that purpose.

Section 3. A majority of the Board of Directors shall constitute a quorum for a transaction of business, and if at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting from time to time, however, for those matters required by law to be a majority or more of the co-owners, a majority may need to be more than a majority of a quorum.

Section 4. No Director shall receive any salary or compensation for services as a Director.

Section 5. All the powers and duties of the ASSOCIATION, as hereinafter set forth in ARTICLE VI, including those existing under the Common Law Statutes of the State of Michigan, Articles of Incorporation of the ASSOCIATION, these By-Laws and the Master Deed, shall be exercised by the Board of Directors.

Section 6. The Board of Directors may make reasonable regulations respecting the use and enjoyment of the apartments and common elements in the Condominium, and such other regulations and amendments to regulations as are necessary for the maintenance and control of the Condominium. All such regulations and such amendments thereto shall be approved by no less than two-thirds (2/3) of the members in number and value before becoming effective. Members not present at a meeting considering regulations and amendments thereto may express their approval in writing.

Section 7. The Board of Directors may employ for the ASSOCIATION a management agent and provide compensation for such agent to perform such duties and services as the Board shall authorize, including but not limited to the duties hereinafter listed in ARTICLE VI.

Section 8. At any regular or special meeting of the ASSOCIATION duly called, any one or more of the Directors may be removed, with or without cause, by a majority of the co-owners, and a successor may then and there be elected to fill a vacancy thus created. Any Director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

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Section 9. Regular meetings of the Board of Directors may be called at such time and place as shall be determined from time to time by a majority of the Directors. At least two (2) such meetings shall be held during each fiscal year. Notice of the regular meetings of the Board of Directors shall be given to each Director at least three (3) days prior to the day named for such meeting. Such notice may be given personally, by mail, telephone or telegraph.

Section 10. Special meetings of the Board of Directors may be called by the Chairman on three (3) days' notice to each Director. Such notice may be given personally, by mail, telephone or telegraph, and shall state the time, place and purpose of such meeting. Special meetings of the Board of Directors shall be called by the Chairman or Secretary of the Board in a like manner and on like notice on the written request of at least two (2) Directors.

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 a Director at any meeting of the Board shall constitute a waiver of notice by him of the time and place thereof. If all Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

#### ARTICLE VI

##### Association Powers and Duties

Section 1. The powers and duties of the ASSOCIATION shall include, without limiting the generality of the foregoing, the following:

- a. To make, levy and collect assessments against members and members' apartments.
- b. To defray the costs of the Condominium and to use the proceeds of such assessments in the exercise of the powers granted to the ASSOCIATION.
- c. To maintain, repair, replace, operate and manage the WOODVIEW CONDOMINIUM, whenever such services are required to be performed by the ASSOCIATION for the benefit of its members.
- d. To reconstruct after casualty and to further improve both real and personal property.
- e. To adopt, publish and amend rules and regulations governing the use of the real and personal property in WOODVIEW CONDOMINIUM, so long as such rules and regulations do not conflict with the restrictions and limitations which may be placed upon the use of such property, and the terms of the Articles of Incorporation and Master Deed.
- f. To approve or disapprove proposed purchases and leases of an apartment in the manner specified in these By-Laws.
- g. To acquire, operate, lease, manage, and otherwise trade and deal with real and personal property, including the apartments in WOODVIEW CONDOMINIUM, as may be necessary or convenient in the operation and management of the Condominium in accomplishing the purposes set forth in the Articles of Incorporation.
- h. To subcontract for the management of the Condominium and to delegate to such contractor all the powers and duties of the ASSOCIATION, except those that may be required by the Articles of Incorporation to have the approval of the Board of Directors or the membership of the ASSOCIATION.
- i. To enforce by legal means the provisions of the Articles of Incorporation, By-Laws of the

ASSOCIATION, and the regulations promulgated or to be promulgated governing the use of the property in WOODVIEW CONDOMINIUM.

- j. To pay all taxes and assessments which are liens against any part of the Condominium, other than apartments and the appurtenances thereto, and to assess the same against the members and their respective apartments subject to such liens.
- k. To carry insurance for the protection of the members and the ASSOCIATION against casualty and liability.
- l. To pay all costs of power, water, sewer and other utility services rendered to the Condominium and not billed separately to the owners of separate apartments.
- m. To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the ASSOCIATION.

ARTICLE VII

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 Treasurer.

Section 2. Officers of the ASSOCIATION shall be elected annually by the Board of Directors at the organization meeting of each new Board and shall hold office at the pleasure of the Board.

Section 3. Upon the affirmative vote of the majority of the members of the Board of Directors, any officer may be removed with or without cause, and successor elected at any regular

meeting of the Board of Directors or at a special meeting of the Board called for that purpose.

Section 4. The President shall be the chief executive officer of the ASSOCIATION and shall preside at all meetings of the ASSOCIATION and its Board of Directors.

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. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board of Directors.

Section 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and of all meetings of the members of the ASSOCIATION. He shall tend to the giving and serving of all notices to the Directors and members. He shall keep the records of the ASSOCIATION, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of an association as may be required by the Board of Directors or the President.

Section 7. The Treasurer shall have the custody of all property of the ASSOCIATION, including funds and evidence of indebtedness. He shall keep the books of the ASSOCIATION in accordance with good accounting practices and shall perform all other duties incident to the office of Treasurer of an association.

ARTICLE VIII

Assessments

Section 1. The ASSOCIATION shall be assessed as a person or entity in possession of any tangible personal property of the

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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 and within the meaning of Section 15 of P.A. 229, 1963, Mich., as amended. All sums received as proceeds of, or pursuant to, any policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration, shall be receipts of administration.

Section 3. 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 allocated to each apartment in Paragraph SIXTH 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. The payment of an assessment shall be in default of such assessment, or any part thereof, if not paid in full to the ASSOCIATION on or before the due date for such payment. Assessments in default shall bear interest at the rate of six (6%) percent per annum until paid in full.

Section 4. No co-owner may exempt himself from liability for his contribution towards the expenses of administration by waiver of the use or enjoyment of the common elements or by the abandonment of his apartment.

Section 5. The ASSOCIATION may, at its option, enforce collection of delinquent assessments by such suit at law for 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. The expenses incurred in collecting unpaid assessments, including interest, costs and attorney's fees shall be chargeable to the co-owner in default. The ASSOCIATION may also, at its option, 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. The rights of the ASSOCIATION under this Section 5 shall include, but not be limited to, all the rights of an administering body, as provided in Section 16 of P.A. 229, 1963, Mich., as amended.

Section 6. During the development and sale period, the DEVELOPER of the Condominium shall not be responsible for payment of the monthly ASSOCIATION assessments. However, DEVELOPER shall be required to pay a proportionate share of the ASSOCIATION'S maintenance expenses, based upon the ratio of unsold apartments at the time the expense is incurred to the total number of apartments in the Condominium.

#### ARTICLE IX

#### Arbitration

Section 1. Disputes, claims or grievances arising out of or related to the interpretation or application of the Master Deed, By-Laws or Management Agreement, if any, or any disputes, claims or grievances arising among or between co-owners or between a co-owner and the ASSOCIATION shall, upon the election and written consent of the parties to such disputes, claims or grievances and written notice to the ASSOCIATION, be submitted to Arbitration; the parties thereto shall accept the Arbitrator's decision as final and binding. The Commercial Arbitration Rules, The American Arbitration Association, as amended, in effect June 1, 1964, shall be applicable to any such Arbitration.

Section 2. No co-owner or the ASSOCIATION shall be precluded from petitioning the Courts to resolve any such disputes, claims, or



grievances. However, 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 X

Insurance

Section 1. The ASSOCIATION shall carry fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the Condominium project, and such insurance other than title insurance, shall be expenses of administration.

Section 2. All such insurance shall be purchased by the ASSOCIATION for the benefit of the ASSOCIATION and the co-owners and mortgagees as their interest may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of co-owners. Co-owners may obtain insurance coverage at their own expense upon their apartment and personal property, or for their personal liability.

Section 3. All buildings, improvements, personal property, and other common elements of the Condominium project shall be insured against fire and all other perils covered by 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.

Section 4. All premiums upon insurance purchased by the ASSOCIATION pursuant to these By-Laws shall be expenses of administration.

Section 5. 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 to the co-owners and their mortgagees as their interest may appear, provided, however, whenever repairs or reconstruction of the Condominium shall be required as provided in ARTICLE XII of these By-Laws, the proceeds of any insurance received by the ASSOCIATION as a result of any loss requiring any repair or reconstruction shall be applied to such repair or reconstruction.

#### ARTICLE XI

##### Reconstruction, Repair, and Maintenance

Section 1. Any reconstruction or repairs shall be substantially in accordance with the plans and specifications for the original building as set forth in the Master Deed.

Section 2. 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%) percent or more of the co-owners in value and in number agree to reconstruction by vote or in writing within ninety (90) days after such destruction.

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, responsibility for reconstruction and repairs 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 misuse of his family, guests, agents, servants, employees or contractors. In the event that 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 and 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 such common element or reconstruction, repair or maintenance thereof.

Section 5. Immediately after a casualty causing damage to property to which the ASSOCIATION is responsible for 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 and repair by the ASSOCIATION, or if at any time during the reconstruction and repair, whereupon 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 cost of repair.

Section 7. The portion of insurance proceeds representing damage from which the responsibility of reconstruction and repair lies with the 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 the reconstruction and repair when required by these By-Laws.

Section 8. After complete or partial destruction of the Condominium as a result of any casualty, after any taking of the Condominium by eminent domain, or at any other time, the Condominium may be modified or terminated by the unanimous agreement of the co-owners by vote or by written consent, which agreement shall be evidenced by an instrument in the same manner as required for the conveyance of land. Any such termination or modification shall become effective when such agreement has been recorded with the Wayne County Register of Deeds. Any such termination or modification

shall comply with the requirements of Section 9, P.A. 229, 1963, Mich., as amended.

Section 9. In the event of any taking of the Condominium by eminent domain, vote or written consent of seventy-five (75%) percent of the remaining co-owners in value and number shall be determinative of whether to continue the Condominium.

ARTICLE XII  
Restrictions

Section 1. No apartment in the Condominium shall be used for other than single family residence purposes, and the common elements shall be used only for purposes consistent with the use of single family residences.

Section 2. No co-owner shall make alterations, repairs, or special modifications to his apartment which would jeopardize or impair the soundness, safety or appearance of the Condominium project. Any co-owner wishing to make modifications to his apartment which would involve changes in the appearance or other major modifications shall first obtain written approval of the ASSOCIATION.

Section 3. Reasonable regulation concerning the use of the Condominium may be made and amended from time to time by the Board of Directors of the ASSOCIATION, provided, however, that all such regulations and amendments thereto shall be approved by not less than seventy-five (75%) percent of the co-owners in number and in value before the same shall become effective. Copies of such regulation and amendments thereto shall be furnished to all co-owners.

Section 4. The ASSOCIATION or its agent shall have access to each apartment from time to time during reasonable working hours upon notice to the co-owner as may be necessary for the maintenance, repair or replacement of any of the common elements. The ASSOCIATION or its agent shall 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 to another apartment.

Section 5. A co-owner may rent his apartment provided the occupancy is only by the lessee and his family and is for not less than one month and is for no more than one year. The co-owner renting his apartment shall notify the ASSOCIATION of the rental and shall furnish a copy of the lease to the ASSOCIATION.

Section 6. If a co-owner desires to sell his apartment in the Condominium, he shall notify the ASSOCIATION in writing of his desire to sell and of the price that he can obtain, evidenced by a bonafide offer in writing, and the ASSOCIATION shall have the exclusive option to purchase said apartment at the same price for a period of thirty (30) days from receipt of such notice. If the ASSOCIATION fails to exercise its option within thirty (30) days after receipt of such notice, then the co-owner may proceed with his intended sale.

Section 7. No advertising signs (except one of not more than five (5) square feet "FOR SALE" sign for the apartment), billboards, objects of unsightly appearance, or nuisances shall be erected, placed, or permitted to remain on any apartment, nor shall any apartment be used in any way or for any purpose which may endanger the health or unreasonably disturb the co-owner of any apartment in the Condominium. Further, no commercial activities of any kind whatever shall be conducted in any apartment or on

any portion of the Condominium, provided, further, however, the foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, by the DEVELOPER during its construction and sales period in the Condominium and any subsequent extension or extensions thereof and by the ASSOCIATION in furtherance of its powers and purposes.

Section 8. No fences, hedges or walls shall be erected or maintained in the Condominium except such as are installed or approved by the DEVELOPER in connection with the construction of the Condominium or approved in writing by the ASSOCIATION.

Section 9. No animals shall be kept in any apartment or upon the common elements, limited or general, without the prior written approval of the ASSOCIATION, excepting domesticated cats and dogs not in excess of thirty (30) pounds in weight.

#### ARTICLE XIII

##### Mortgages

Section 1. Any co-owner who mortgages his apartment shall notify the ASSOCIATION through the management agent, if any, or the Secretary, of the name and address of the mortgagee. The ASSOCIATION shall maintain such information in a book entitled "Mortgages of Apartments." The ASSOCIATION may, at the written request of a mortgagee of such an apartment, report any unpaid assessments due from the co-owner of such apartment.

#### ARTICLE XIV

##### Compliance

Section 1. The ASSOCIATION of co-owners and all present and future co-owners, tenants, future tenants or their employees, or any other person using the facilities of the project in any manner, are subject to and shall comply with the provisions of P.A. Act

229, 1963, Mich., as amended, the Master Deed, these By-Laws, Articles of Incorporation, and the Rules and Regulations of the ASSOCIATION, and the mere acquisition, rental or occupancy of any apartment in the Condominium shall signify that the provisions of the Master Deed, By-Laws, Articles of Incorporation, and the Rules and Regulations of the ASSOCIATION are accepted and ratified. In the event that the Master Deed, By-Laws, Articles of Incorporation or Rules and Regulations of the ASSOCIATION conflict with the provisions of said Statute, said Statute shall govern.

Section 2. When used in the Master Deed and these By-Laws, the definition of "Co-Owner" found in Section 2(f) of P.A. Act 229, 1963, Mich., as amended, shall be controlling.

#### ARTICLE XV

No apartment shall be rented by the owners thereof for transient or hotel purposes, which shall be defined as:

- (a) Rental for any period less than thirty (30) days in excess of one year; or
- (b) Any rental for a period of time, if the occupants of the apartment are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry, linen and bellboy service.

Other than the foregoing obligations, the owners of the respective apartments shall have the absolute right to lease same provided the said lease is made subject to the covenants and restrictions contained in these By-Laws, and further, subject to regulatory agreements:



ARTICLE XVI

Amendments

L18030 PA565

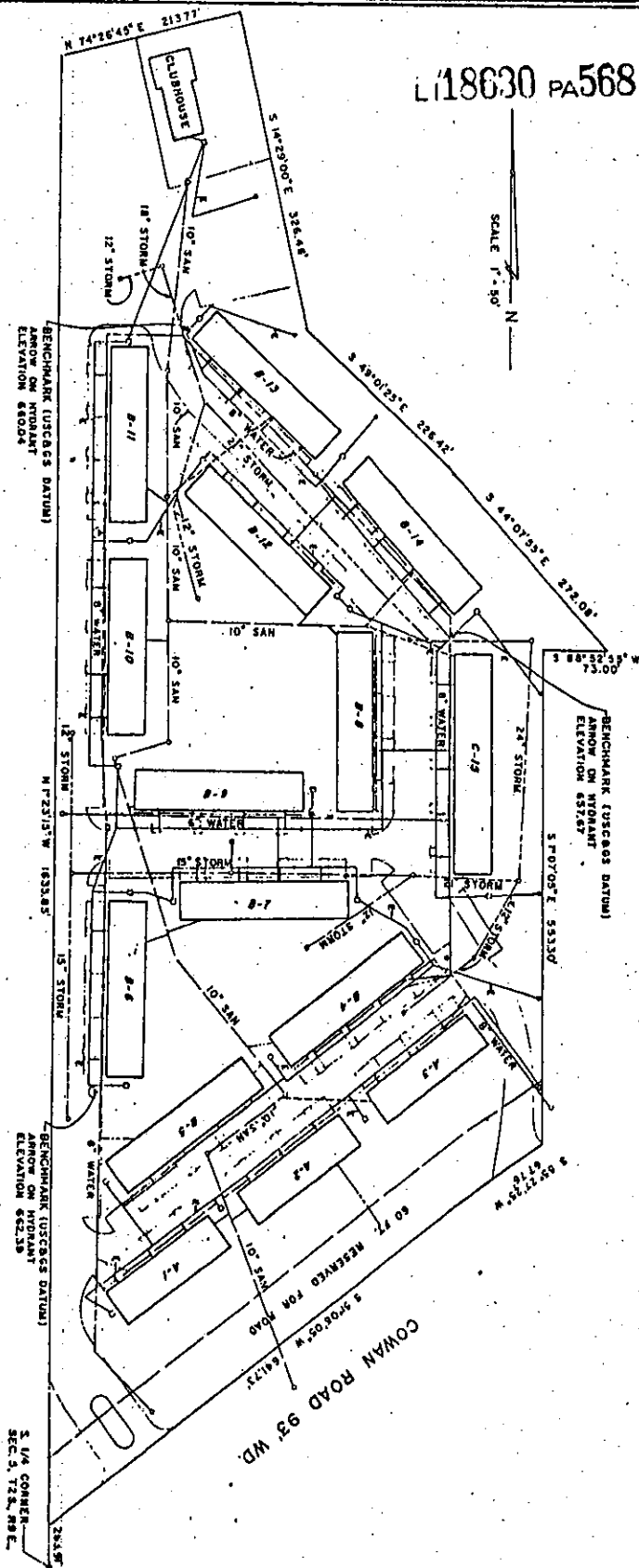
Section 1. The By-Laws may be amended by the ASSOCIATION from time to time by approval of a majority of all co-owners both in value and in number, however, all amendments to the By-Laws shall not become binding until such time as they may be approved by the Corporation and Securities Bureau of the State of Michigan and such amendments shall be consistent with Section 11 of the Horizontal Real Property Act.





L18630 PA568

SCALE 1" = 50'



LEGEND

- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- ELECTRIC & TELEPHONE (UNDERGROUND)
- FINE HYDRANT
- PAD TRANSFORMER
- CATCH BASIN
- MANHOLE
- CABLE POLE



SURVEY AND UTILITY PLAN

SURVEYOR'S CERTIFICATE  
 I HEREBY CERTIFY THAT THE PROPERTY HEREIN DESCRIBED IS THE LANDS AND PROPERTY DESCRIBED  
 DATE: 04/12/22  
 SURVEYOR: [Signature]

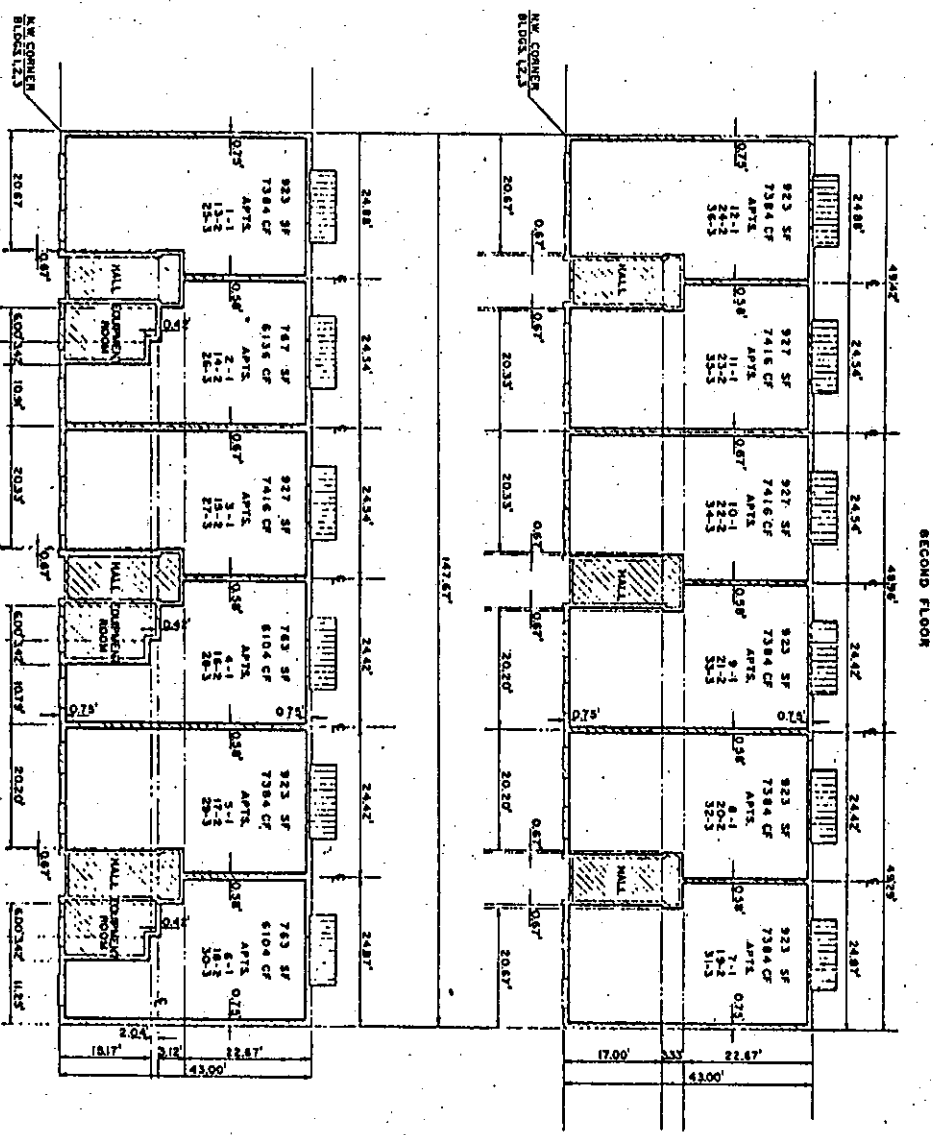
- GENERAL NOTES
1. ALL WATER INFORMATION OBTAINED FROM CITY ENGINEERS DEPARTMENT AND FROM FIELD OBSERVATION UNDERGROUND ELECTRIC CABLE LOCATION AS PER UTILITY INFORMATION NO. 202-4-2182 B
  2. FIELD OBSERVATIONS AND BEST AVAILABLE RECORDS AND NO GUARANTEE IS MADE EITHER AS TO LOCATION OF CABLES OR TO THE LOCATION OF WATER LEADS AND OF COPPER PIPE
  3. ALL INFORMATION OBTAINED FROM MICROMAN BELL TELEPHONE CO. NO. 243 MAINS INSTALLED ON SITE

WOODVIEW  
 CONDOMINIUM  
 SARAHEL J. LANDINI, P.L.S.  
 3005 ANN ARBOR TRAIL  
 WESTLAND, MICHIGAN 48186  
 DATE: MAY 15, 2022 NO. 246 34173

L118630 PA569



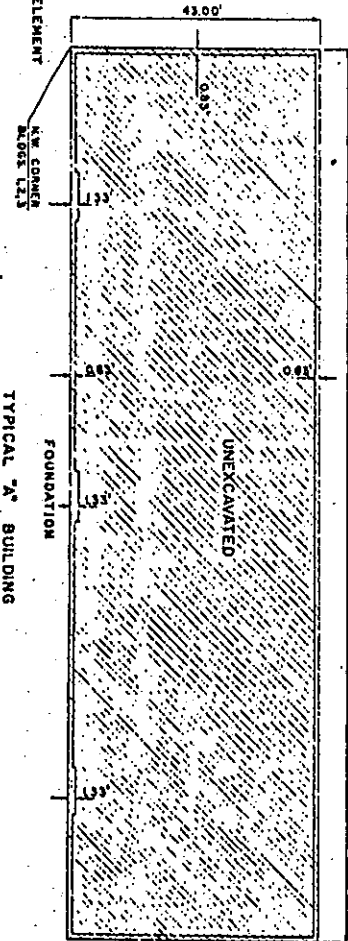
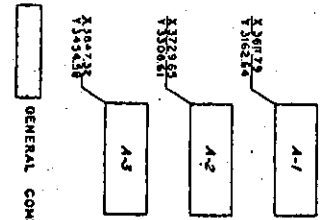
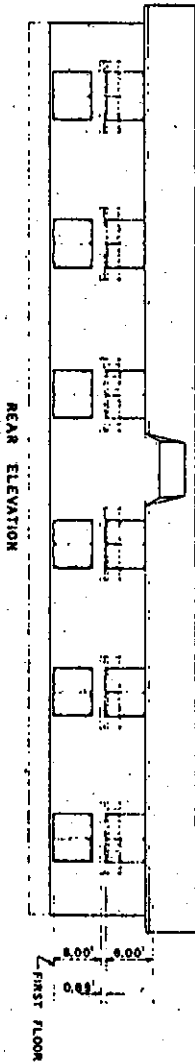
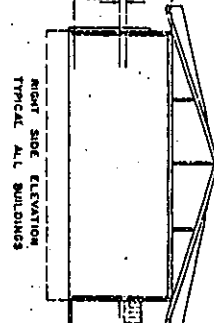
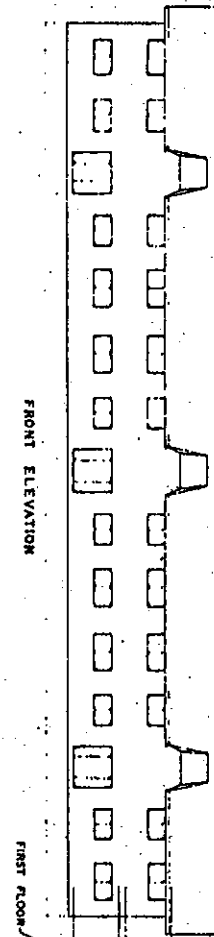
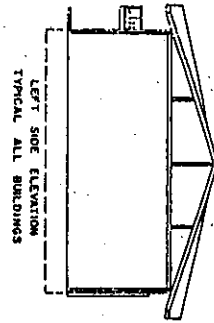
GENERAL COMMON ELEMENT  
LIMITED COMMON ELEMENT



NOTE:  
ALL EXTERIOR WALLS ARE 0.75  
UNLESS OTHERWISE NOTED



SCALE 1/8" = 1'-0"  
**WOODVIEW**  
CONDOMINIUM  
SARAPALU L. LANDINI, R.L.S.  
WESTLAND MICHIGAN 48185  
DATE: 04/73 JOB NO. 346 2HT.4.

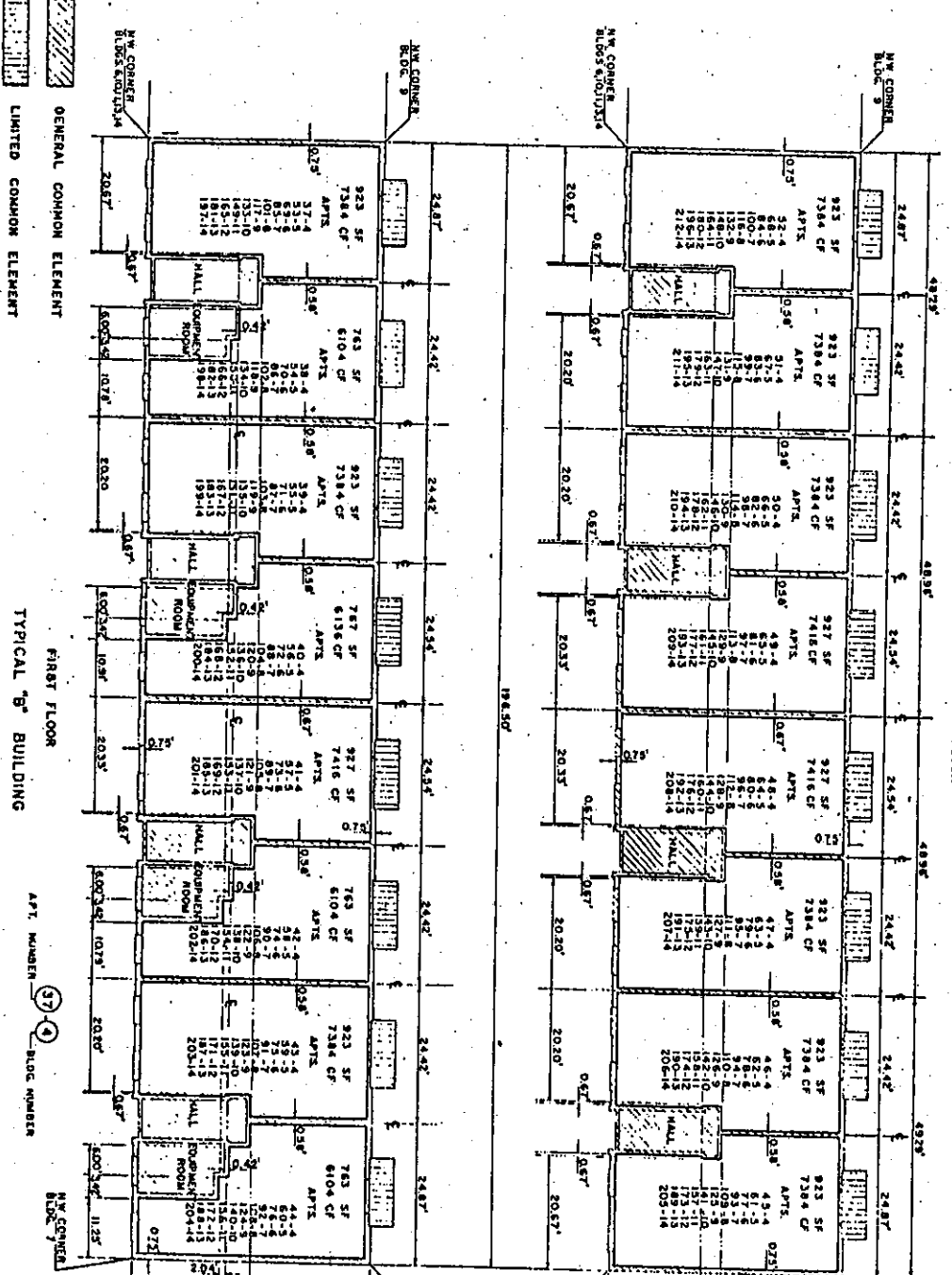


BUILDING NUMBER	FIRST FLOOR ELEVATION
A-1	860.84
A-2	869.28
A-3	867.86

SCALE 1/8" = 1'-0"



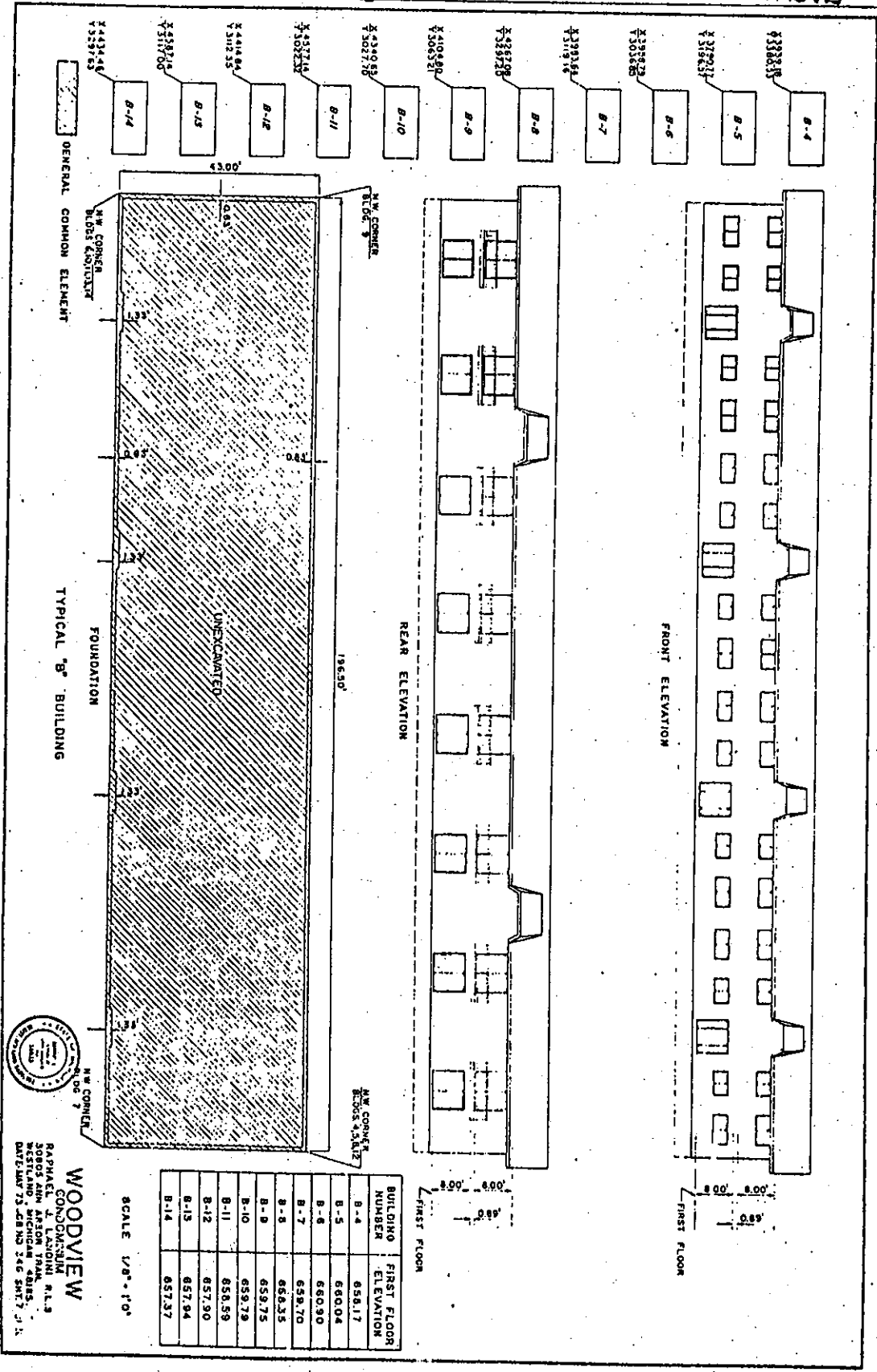
**WOODVIEW**  
 ARCHITECTS  
 3030S ANN ARBOR TRAIL, #185  
 WESTLAND, MICHIGAN 48185  
 DATE MAY 79 JOB NO. 348 SMLB



NOTE:  
ALL EXTERIOR WALLS ARE 6" W/  
UNLESS OTHERWISE NOTED

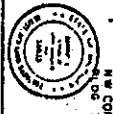
SCALE 1/8" = 1' - 0"

**WOODYVIEW**  
CONDOS/RESIDUM  
RABHAEL J. LARDINI P.L.L.C.  
3003 ANN ARBOR TRAIL  
ANN ARBOR MI 48106  
DATE: MAY 7, 1988 NO. 316 SETS



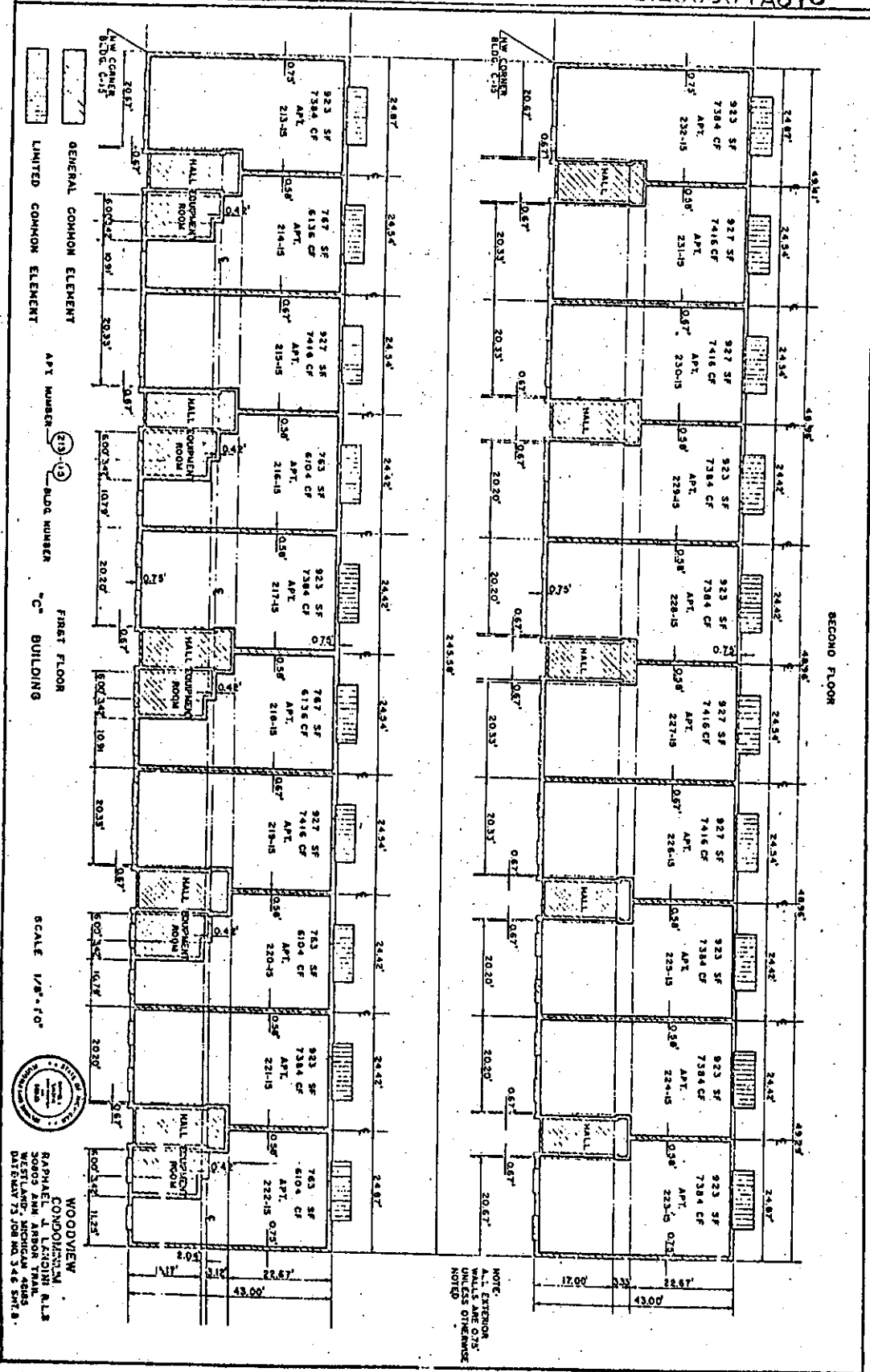
BUILDING NUMBER	FIRST FLOOR ELEVATION
B-4	658.17
B-5	660.04
B-6	660.90
B-7	659.70
B-8	658.35
B-9	659.75
B-10	659.79
B-11	658.59
B-12	657.90
B-13	657.94
B-14	657.37

WOODVIEW  
 COND. PARTIAL  
 RAPHAEL J. LADDINI P.L.S.  
 20805 ANN ARBOR TRAIL  
 WESTLAND, MICHIGAN 48185  
 DATE: MAR 73 JOB NO. 546 SHEET 3 OF 3



SCALE 1/8" = 1'-0"





GENERAL COMMON ELEMENT

LIMITED COMMON ELEMENT

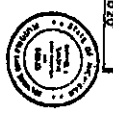
APT. NUMBER

BLDG. NUMBER

FIRST FLOOR

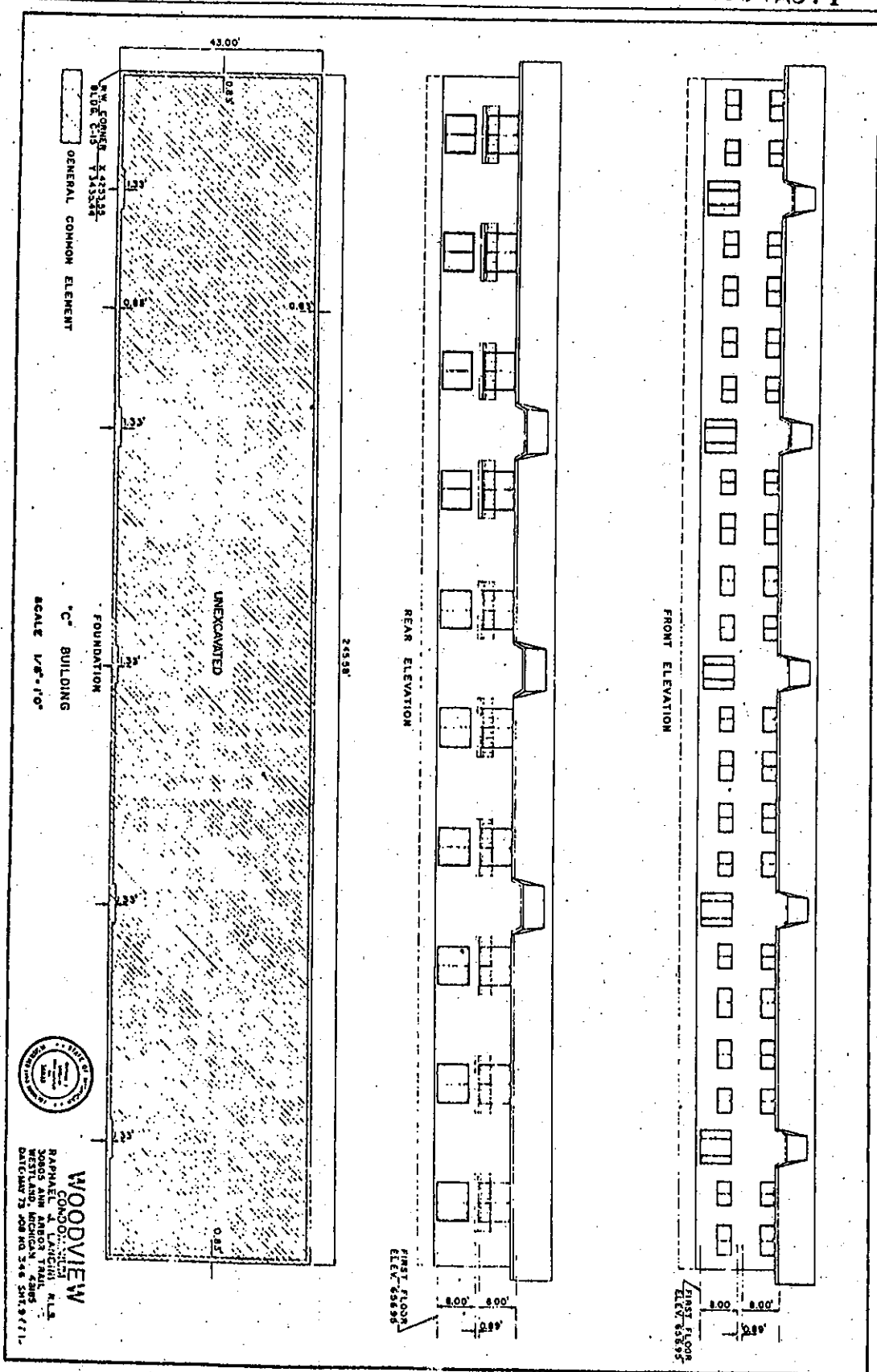
"C" BUILDING

SCALE 1/8" = 1'-0"

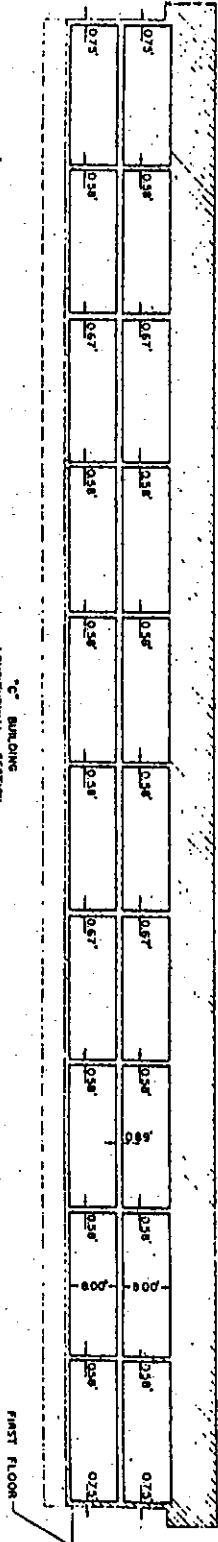
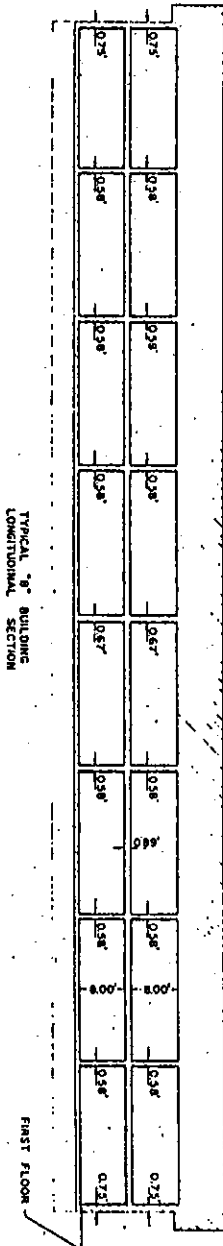
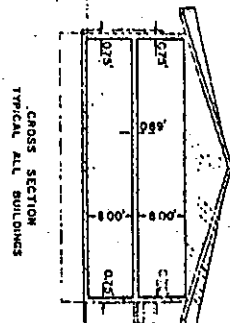
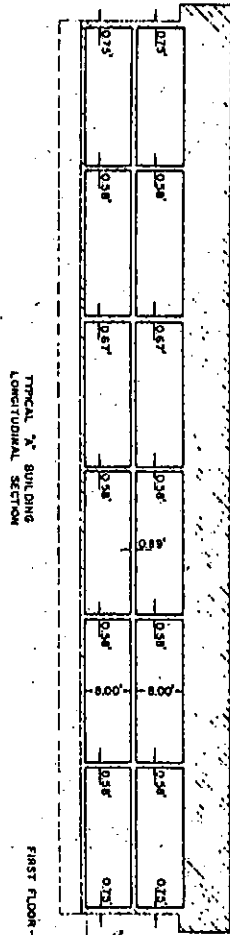
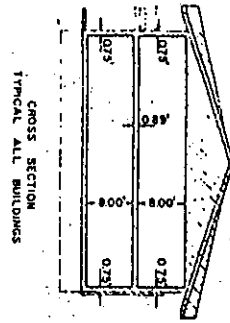




WOODVIEW CONDOMINIUM  
 RAPHAEL J. LACHINI, A.L.S.  
 30805 ANN ARBOR TRAIL  
 WESTLAND, MICHIGAN 48090  
 DR 152873 73 388 388 346 346 388 388

NOTE:  
 ALL EXTERIOR WALLS ARE 075" THICK UNLESS OTHERWISE NOTED



**WOODVIEW**  
 CONDO. UNIT #15  
 3000 AM FARM RD. N.E.  
 WESTLAND, MICHIGAN 48186  
 DATED 7/5/08 NO. 346 SMT/9/7/11



 GENERAL COMMON ELEMENT  
 LIMITED COMMON ELEMENT

CROSS SECTIONS

SCALE 1/8" = 10"



**WOODVIEW**  
 CONDOMINIUM A.S.  
 300 PARK AVENUE EAST  
 WESTLAND, MICHIGAN 48185  
 DRAWING NO. 13-08 RD 346 SH10

CONSENT TO FIRST AMENDMENT  
TO MASTER DEED OF  
WOODVIEW CONDOMINIUM

This Consent is given this \_\_\_\_ day of \_\_\_\_\_, 1976.

RECITALS:

WHEREAS, LMI Investors, a California real estate investment trust, hereinafter called "Developer" proposes to record a First Amendment to Master Deed of Woodview Condominium, (hereinafter called the "First Amendment") the original Master Deed of which was recorded in Liber 18630, at Pages 522 through 575, Wayne County Records (hereinafter referred to as the "Condominium"), and

WHEREAS, the undersigned is a prospective purchaser of a unit in the Condominium and is desirous that the Master Deed be amended.

AGREEMENTS AND CONSENT:

NOW, THEREFORE, in consideration of closing of a unit sale by Developer to purchaser, the undersigned hereby irrevocably consents and agrees that Developer may cause the said First Amendment, in the form in which the same has been filed with the Michigan Department of Commerce, to be recorded in the Office of the Wayne County Register of Deeds. The undersigned further consents and agrees that insubstantial changes may hereafter be made in said First Amendment as the same may be approved by the Michigan Department of Commerce without affecting the irrevocable consent given hereby. Pursuant to said consent, the undersigned also agrees that Developer may execute and record any and all other documents necessary to effectuate said First Amendment without any further written consents from the undersigned, and the undersigned hereby irrevocably appoints Developer as agent and attorney-in-fact, granting to Developer a power of attorney which shall be deemed a power coupled with an interest, for the purposes of accomplishing the same.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MICHIGAN     )  
                                  ) SS.  
COUNTY OF \_\_\_\_\_)

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1976, by \_\_\_\_\_.

\_\_\_\_\_  
Notary Public  
County, Michigan  
My Commission Expires: \_\_\_\_\_

THIS INSTRUMENT DRAFTED BY:

William T. Myers of  
DYKEMA, GOSSETT, SPENCER, GOODNOW & TRIGG  
2700 City National Bank Building  
Detroit, Michigan 48226

WHEN RECORDED, RETURN TO DRAFTER.



**MASTER DEED  
WOODVIEW CONDOMINIUM  
(Act 229, Public Acts of 1963, as amended)**

This Master Deed is made and executed on this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, by LMI Investors, a California real estate investment trust, hereinafter referred to as "Developer," whose office is situated at Wells Fargo Bank Building, 433 No. Camden Drive, Suite 701, Beverly Hills, California, represented herein by one of its officers who is fully empowered and qualified to act on behalf of the trust, in pursuance of the provisions of the Michigan Horizontal Real Property Act as amended (being Section 559.2 of the Compiled Laws of 1948 and Act 229 of the Public Acts of 1963), hereinafter referred to as the "Act."

**W I T N E S S E T H :**

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

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

**ARTICLE I**

**TITLE AND NATURE**

The Condominium Project shall be known as Woodview Condominium, Wayne County Condominium Subdivision Plan No. \_\_\_\_\_. The architectural plans for the project were approved by the City of Westland, County of Wayne, Michigan. The Condominium Project is established in accordance with the Act. The buildings and units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit "B" hereto. Each building contains individual units for residential purposes and each unit is capable of individual utilization on account of having its own entrance from and exit to a common element of the Condominium Project. Each co-owner in the Condominium Project shall have an exclusive right to his unit and shall have undivided and inseparable rights to share with other co-owners the common elements of the Condominium Project as are designated by the Master Deed.

**ARTICLE II**

**LEGAL DESCRIPTION**

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

All that part of the S.E. 1/4 of Section 5, T. 2 S., R. 9 E., City of Westland, Wayne County, Michigan, described as follows: Beginning at a point on the N. and S. 1/4 line of said Section 5, distant N. 1° 23' 15" W., 263.91 feet from the S. 1/4 corner of said Section 5; thence along N. and S. 1/4 line of said Section 5, N. 1° 23' 15" W. 1633.85 feet; thence N. 74° 26' 45" E. 213.77 feet to a point on the boundary of William P. Holiday Park; thence along said boundary S. 14° 29' 00" E. 362.46 feet and S. 49° 01' 25" E. 226.42 feet and S. 44° 07' 55" E. 272.08 feet; thence S. 88° 52' 55" W. 73.0 feet; thence S. 1° 07' 05" E. 553.30 feet to a point on the centerline of Cowan Road (as it formerly existed 66 feet wide); thence along said line, S. 55° 27' 25" W. 67.76 feet and S. 51° 06' 05" 641.73 feet to the point of beginning.

### ARTICLE III

#### DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits "A" and "B" hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and corporate Bylaws and Rules and Regulations of the Woodview 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 Woodview Condominium, as a condominium. 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 Bylaws" means Exhibit "A" hereto, being the Bylaws 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 Bylaws" means the corporate Bylaws of Woodview Condominium Association, the Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

(e) "Apartment" or "unit" each mean the enclosed space constituting a single complete residential unit in Woodview Condominium 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.

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

(g) "Condominium Project," "Condominium" or "Project" means Woodview Condominium as an approved Condominium Project established in conformity with the provisions of the Act.

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

(i) "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."

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

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

(l) "Developer" shall mean LMI Investors, a California real estate investment trust, which has made and executed this Master Deed, and its successors and assigns.

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

### ARTICLE IV

#### COMMON ELEMENTS

The common elements of the project described in Exhibit "B" attached hereto and the respective responsibilities for maintenance, decoration, repair or replacement thereof are as follows:

A. The general common elements are:

- (1) The land described in Article II hereof, including driveways, roads, sidewalks and unassigned parking spaces;
- (2) The electrical wiring network throughout the project, including that contained within unit walls, up to the point of connection with electrical fixtures within any unit;
- (3) The telephone wiring network throughout the project;
- (4) The plumbing network throughout the project, including that contained within unit walls, up to the point of connection with plumbing fixtures within any unit;
- (5) The water distribution system, sanitary sewer system and storm drainage system throughout the project;
- (6) Foundations, supporting columns, unit perimeter walls (including windows and doors therein) roofs, ceilings, floor construction between unit levels and chimneys;
- (7) The clubhouse, swimming pool, tennis court and ponds on the condominium premises;
- (8) The stairs, hallways and equipment rooms, including the laundry facilities located therein, as shown on Exhibit "B" hereto;
- (9) 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) Certain carports are appurtenant to certain apartments as limited common elements as shown on Exhibit "B" attached hereto. The Developer reserves the right to construct additional carports on the condominium premises. The precise number and location of such additional carports which may be constructed shall be determined by Developer in its sole judgment but nothing herein contained shall obligate Developer to construct any additional carports whatever. Any consideration paid by a co-owner for the construction and assignment of additional carports shall inure solely to the benefit of Developer. Developer reserves the right to designate each existing and additional carport as a limited common element appurtenant to a particular apartment by subsequent amendment or amendments to this Master Deed which shall be effected solely by Developer without the necessity of consent of or execution by any other person now or hereafter interested in the condominium project, whether as owner, mortgagee or otherwise.
- (2) Each individual balcony and patio in the project is restricted in use to the co-owner of the apartment which opens into such balcony and patio as shown on Exhibit "B" hereto;
- (3) Each individual air conditioner in the project is restricted in use to the co-owner of the apartment which such air conditioner services;
- (4) Each individual storage cubicle located in the equipment room as shown on Exhibit "B" hereto, is limited in use to the co-owner of the apartment to which such storage cubicle is assigned;
- (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 respective responsibilities for the maintenance, decoration, repair and replacement are as follows:

(1) The costs of maintenance, repair and replacement of each air conditioner described in Article IV B(3) above shall be borne by the co-owner of the apartment to which such limited common element respectively appertains.

(2) The costs of decoration and maintenance (but not repair or replacement except in cases of co-owner fault) of all surfaces referred to in Article IV B(5) above shall be borne by the co-owner of each apartment to which such limited common elements are appurtenant.

(3) The costs of maintenance, repair and replacement of all general and limited common elements other than as described above shall be borne by the Association.

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 any other co-owner in the use and enjoyment of his apartment or the common elements.

#### ARTICLE V

##### APARTMENT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each apartment in the project is described in this paragraph with reference to the Subdivision and Site Plan of Woodview Condominium as surveyed by Ralph J. Landini and attached hereto as Exhibit "B." Each apartment shall include all that space contained within the interior finished unpainted walls and ceilings and from the finished subfloor all as shown on the floor plans and sections in Exhibit "B" hereto and delineated with heavy outlines. The dimensions shown on foundation plans in Exhibit "B" have been or will be physically measured by Ralph J. Landini. In the event that the dimensions on the measured foundation plan of any specific unit differ from the dimensions on the typical foundation plan for such unit shown in Exhibit "B," then the typical upper 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 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 is set forth in subparagraph C below. 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 the 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. The percentage of value allocated to each apartment may be changed only with the prior written approval of each institutional holder of a first mortgage lien on any unit in the project and with the unanimous consent of all of the co-owners expressed in an amendment to this Master Deed, duly approved and recorded.

C. Set forth below are:

(a) Each apartment number as it appears on the Condominium Subdivision Plan.

(b) The percentage of value assigned to each apartment.

Apartment Number	Percentage of Value Assigned	Apartment Number	Percentage of Value Assigned
1	.45	11	.45
2	.37	12	.45
3	.45	13	.45
4	.37	14	.37
5	.45	15	.45
6	.37	16	.37
7	.45	17	.45
8	.45	18	.37
9	.45	19	.45
10	.45	20	.45

21	.45	85	.45
22	.45	86	.38
23	.45	87	.45
24	.45	88	.38
25	.45	89	.45
26	.37	90	.38
27	.45	91	.45
28	.37	92	.38
29	.45	93	.45
30	.37	94	.45
31	.45	95	.45
32	.45	96	.45
33	.45	97	.45
34	.45	98	.45
35	.45	99	.45
36	.45	100	.45
37	.45	101	.45
38	.38	102	.38
39	.45	103	.45
40	.38	104	.38
41	.45	105	.45
42	.38	106	.38
43	.45	107	.45
44	.38	108	.38
45	.45	109	.45
46	.45	110	.45
47	.45	111	.45
48	.45	112	.45
49	.45	113	.45
50	.45	114	.45
51	.45	115	.45
52	.45	116	.45
53	.45	117	.45
54	.38	118	.38
55	.45	119	.45
56	.38	120	.38
57	.45	121	.45
58	.38	122	.38
59	.45	123	.45
60	.38	124	.38
61	.45	125	.45
62	.45	126	.45
63	.45	127	.45
64	.45	128	.45
65	.45	129	.45
66	.45	130	.45
67	.45	131	.45
68	.45	132	.45
69	.45	133	.45
70	.38	134	.37
71	.45	135	.45
72	.38	136	.37
73	.45	137	.45
74	.38	138	.37
75	.45	139	.45
76	.38	140	.37
77	.45	141	.45
78	.45	142	.45
79	.45	143	.45
80	.45	144	.45
81	.45	145	.45
82	.45	146	.45
83	.45	147	.45
84	.45	148	.45

149	.45	191	.45
150	.37	192	.45
151	.45	193	.45
152	.37	194	.45
153	.45	195	.45
154	.37	196	.45
155	.45	197	.45
156	.37	198	.37
157	.45	199	.45
158	.45	200	.37
159	.45	201	.45
160	.45	202	.37
161	.45	203	.45
162	.45	204	.37
163	.45	205	.45
164	.45	206	.45
165	.45	207	.45
166	.37	208	.45
167	.45	209	.45
168	.37	210	.45
169	.45	211	.45
170	.37	212	.45
171	.45	213	.45
172	.37	214	.37
173	.45	215	.45
174	.45	216	.37
175	.45	217	.45
176	.45	218	.37
177	.45	219	.45
178	.45	220	.37
179	.45	221	.45
180	.45	222	.37
181	.45	223	.45
182	.37	224	.45
183	.45	225	.45
184	.37	226	.45
185	.45	227	.45
186	.37	228	.45
187	.45	229	.45
188	.37	230	.45
189	.45	231	.45
190	.45	232	.45

ARTICLE VI

EASEMENTS

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 a building, or due to survey errors, construction deviations, reconstruction or repair, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any unit interior wall which supports a common element.

ARTICLE VII

AMENDMENT

The Condominium Project shall not be terminated, vacated, revoked or abandoned or any of the provisions of this Master Deed or Exhibit "B" amended (but not Exhibit "A" hereto which may be amended as therein provided) unless all of the co-owners and the mortgagees of all of the mortgages covering the apartments unanimously agree to such termination, vacation, revocation,

abandonment or amendment by duly approved and recorded instruments; FURTHER, unless all holders of first mortgages on individual units in the project have given their prior written approval, neither the Association nor any co-owner(s) shall partition or subdivide any unit or the common elements of the project; PROVIDED, HOWEVER, that prior to the first annual meeting of members of the Association, the Developer may with the approval of the Michigan Department of Commerce (but without the consent of any co-owner or any other person) amend this Master Deed and the Plans attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit "A" as do not materially affect any rights of any co-owner or mortgagee in the project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

**EXHIBIT A  
CONDOMINIUM BYLAWS  
WOODVIEW CONDOMINIUM**

**ARTICLE I**

**ASSOCIATION OF CO-OWNERS**

Section 1. Woodview Condominium, a condominium project located in the City of Westland, County of Wayne, Michigan, shall be administered by an association of co-owners which shall be a non-profit corporation, hereinafter called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the common elements, easements and affairs of the condominium project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, Bylaws and duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All co-owners in the condominium project and all persons using or entering upon or acquiring any interest in any apartment therein or the common elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. 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 Bylaws, each co-owner shall be entitled to one vote for each apartment owned when voting by number and 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 Article V of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.

(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. No co-owner, other than the developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 6 of this Article I. The vote of each co-owner may only be cast by the individual representative designated by such co-owner in the notice required in subparagraph "e" below or by a 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 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 Annual Meeting held as provided in Section 6 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings as provided in the corporate Bylaws of the Association, shall be given to each co-owner by mailing the same to each individual representative designated by the respective co-owners.

(g) The presence in person or by proxy of thirty-five (35%) percent in number and in value of the co-owners qualified to vote shall constitute a quorum for holding a meeting of the Association, except for voting on questions specifically required herein to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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

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

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the common elements and any other expenses incurred by or on behalf of the Association and the co-owners. Such accounts and all other Association records shall be open for inspection by the co-owners and their mortgagees during reasonable working hours. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any unit in the condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the developer prior to the First Annual Meeting of Members held pursuant to Section 6 of this Article I. The number, terms of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) 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 Condominium Documents or required thereby to be exercised and done by the co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) Management and administration of the affairs of and maintenance of the condominium project and the common elements thereof.

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

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

(4) To rebuild improvements after casualty.

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

(6) To approve or disapprove proposed purchasers or lessees of any apartment in the manner specified in the Condominium Bylaws.

(7) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any apartment in the condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any apartment in the condominium for use by a resident manager.

(8) To borrow money and issue evidences of indebtedness in furtherance of any and 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 more than sixty (60%) percent of all of the members of the Association in number and in value.

(9) To make rules and regulations in accordance with Article VI, Section 11 of these Bylaws.

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

(11) To make rules and regulations and/or to enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for unit co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

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

(b) 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 Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In the event the Board does employ a professional management agent for the Association, the Board shall secure the written approval of each institutional holder of a first mortgage lien on any unit in the condominium prior to terminating such professional management agent (or any successor thereto) and assuming self-management. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the developer, sponsor or builder, in which the maximum term is greater than three years or which is not terminable by the Association upon 90 days' written notice thereof to the other party.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium documents.

Section 5. The Association Bylaws shall provide the designation, number, terms of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith. Officers may be compensated but only upon the affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 6. The First Annual Meeting of the members of the Association may be convened only by Developer and may be called at any time after fifty (50%) percent in value and in number of all units in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than one hundred twenty (120) days after eighty (80%) percent of all units in the condominium have been sold and the purchasers thereof qualified as members of the Association or December 31, 1978, whichever first occurs. Developer may call meeting of members of the Association for informative or other appropriate purposes prior to the first annual meeting of members and no such meeting shall be construed as the First Annual Meeting of Members. The date, time and place of such meeting shall be set by the Board of Directors,

and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, an annual meeting shall be held each year on such date as is specified in the Association Bylaws.

## ARTICLE II

### 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 of the Condominium shall be receipts of administration.

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

(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. An adequate reserve fund for maintenance, repairs and replacement of those common elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. Upon adoption of an 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. Should the Board of Directors, at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide replacements of existing common elements, (3) to provide additions to the common elements not exceeding \$4,000 annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary.

(b) Special assessments, in addition to those required in (a) above may be made by the Board of Directors from time to time and approved by the co-owners as hereinafter provided to meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$4,000 per year, (2) assessments for the purchase or lease of an apartment in the Condominium project pursuant to Article VI, Section 13, (3) assessments to purchase an apartment upon foreclosure of the lien for assessments described in Section 6 hereof, (4) assessments to purchase an apartment for use as a resident manager's apartment or (5) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all co-owners in value and in number.

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 Article V of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by co-owners in twelve (12) equal monthly installments, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.



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 a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each co-owner, and every other person who from time to time has any interest in the project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each co-owner and every other person who from time to time has any interest in the project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the apartment with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by Michigan law. Each co-owner of an apartment in the project acknowledges that at the time of acquiring title to such apartment, he was notified of the provisions of this section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject apartment. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by ordinary mail addressed to the representative designated in the written notice required by Article I 2(e) hereof to be filed with the Association, of a written notice that one or more installments of the annual assessment levied against the pertinent apartment is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding, and (iv) the legal description of the subject apartment. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the project is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as it elects. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the co-owner in default and shall be secured by the lien on his apartment. In the event of default by any co-owner in the payment of any installment of the annual assessment levied against his apartment, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days' written notice to such co-owner of its intention to do so. A co-owner in default shall not be entitled to utilize any of the general common elements of the project and shall not be entitled to vote at any meeting of the Association so long as such default continues. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the condominium documents, the holder of any first mortgage covering any apartment in the project which comes into possession of the apartment pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged unit which accrue prior to the time such holder comes into possession of the unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all units including the mortgaged unit).

Section 8. From the date of the closing of the first sale of a unit to a purchaser, Developer shall commence payment of the monthly Association assessment with respect to each unit owned by it and shall pay such assessment with respect to each unit owned by it as long as such ownership continues.

### ARTICLE III

#### ARBITRATION

Section 1. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between 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 as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

Section 2. No co-owner 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 IV

#### 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 common elements of the Condominium project, and such insurance, other than title insurance, shall be carried and administered 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. Each co-owner may obtain insurance coverage at his own expense upon his apartment. It shall be each co-owner's responsibility to obtain insurance coverage for his personal property located within his apartment or elsewhere on the Condominium and for his personal liability for occurrences within his apartment or upon limited common elements appurtenant to his apartment, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any co-owner or the Association.

(b) All common elements of the Condominium project shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any apartment and the pipes, wires, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within an apartment which were furnished with the unit as standard items in accord with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a co-owner within his apartment shall be covered by insurance obtained by and at the expense of said co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said co-owner and collected as a part of the assessments against said co-owner under Article II hereof.

(c) All premiums upon insurance purchased by the Association pursuant to these Bylaws 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 V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the project unless all of the institutional holders of first mortgages on units in the project have given their prior written approval.

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

## ARTICLE V

### RECONSTRUCTION OR REPAIR

Section 1. 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 by a unanimous vote of all of the co-owners in the condominium that the condominium shall be terminated and each institutional holder of a first mortgage lien on any unit in the condominium has given its prior written approval of such termination.

(b) If the condominium is so damaged that no apartment is tenantable, and if each institutional holder of a first mortgage lien on any unit in the condominium has given its prior written approval of the termination of the condominium, the damaged property shall not be rebuilt and the condominium shall be terminated, unless seventy-five (75%) percent 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 substantially in accordance with the Master Deed and the plans and specifications for the project to a condition as comparable as possible to the condition existing prior to damage unless the co-owners shall unanimously decide otherwise.

Section 3. 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, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any common elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a co-owner's unit or to pipes, wires, conduits, ducts or other common elements therein is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a unit is covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be

payable to the co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any unit or any part of the common elements, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the apartments in the condominium.

Section 5. \*The Association shall be responsible for the reconstruction, repair and maintenance of the common elements and any incidental damage to an apartment caused by such common elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair.

Section 6. The following provisions shall control upon any taking by eminent domain:

(a) In the event of any taking of an entire apartment by eminent domain, the award for such taking shall be paid to the Association for the benefit of the owner of such apartment and the mortgagee thereof, as their interests may appear. After acceptance of such award by the owner and his mortgagee, they shall be divested of all interest in the Condominium project. In the event that any condemnation award shall become payable to any co-owner whose 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 and his mortgagee, as their interests may appear. 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 and mortgagee thereof, as their interests may appear.

(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 fifty (50%) percent 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 and their respective mortgagees, as their interests may appear, in accordance with their respective percentages of value set forth in Article V of the Master Deed.

(c) In the event the Condominium project continues after taking by eminent domain, then the remaining portion of the Condominium project shall be re-surveyed and the Master Deed amended accordingly, and, if any apartment shall have been taken, then Article V of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining co-owners based upon the continuing value of the condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any co-owner, but only with the prior written approval of all holders of first mortgage liens on individual units in the project.

(d) In the event any apartment in the condominium, or any portion thereof, or the common elements or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each institutional holder of a first mortgage lien on any of the units in the condominium.

Section 7. In the event any mortgage in the condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the common elements of the condominium if the loss or taking exceeds \$10,000 in amount.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a condominium unit owner, or any other party, priority over any rights of first mortgagees of condominium units pursuant to their mortgages in the case of a distribution to condominium unit owners of insurance proceeds or condemnation awards for losses to or a taking of condominium units and/or common elements.

ARTICLE VI  
RESTRICTIONS

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.

Section 2. A co-owner may lease his apartment for the same purposes set forth in Section 1 of this Article VI provided that written approval (which approval shall not be unreasonably withheld) of such lease transaction is obtained from the Board of Directors of the Association in the same manner required in sales transactions as specified in Section 13 of this Article VI. With the exception of a lender in possession of a unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no co-owner shall lease less than an entire unit in the condominium and no tenant shall be permitted to occupy except under a written lease the initial term of which is at least one (1) year unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of units in the condominium in its discretion.

Section 3. No co-owner shall make alterations in exterior appearance or make structural modifications to his apartment (including interior walls through or in which there exist easements for support or utilities) or make changes in any of the common elements, limited or general, without the express written approval of the Board of Directors including (but not by way of limitation) exterior painting or the erection of antennas, lights, aeriels, 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 which in any way impairs soundconditioning provisions. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium.

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, nor shall any unreasonably noisy activity be carried on in any unit or on the common elements. 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 without the written approval of the Association and each co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. No animal shall be kept in the condominium or permitted on the condominium premises without the prior written consent of the Board of Directors other than domesticated cats or dogs, none of which shall exceed 30 pounds in weight. Any pets kept in the condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the common elements and any animal shall at all times be attended by some responsible person while on the common elements. Any person who causes or permits an animal to be brought or kept on the condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the condominium property.

Section 6. 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. Automobiles may only be washed in areas approved by the Association. In general, no activity shall be carried on nor condition maintained by a 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, hallways, patios and porches shall not be obstructed in any way nor shall they be used for purposes other than

for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or benches may be left unattended on or about the common elements. Use of any recreational facilities in the condominium by children may be limited to such times and in such manner as the Association shall determine by duly adopted regulations.

Section 8. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobiles, snowmobile trailers or vehicles other than automobiles and motorcycles may be parked or stored upon the premises of the Condominium, unless parked in an area specifically designated therefor by the Association. In the event that, in the judgment of the Directors of the Association, there is insufficient space on the condominium premises to enable specific designation of such parking area, then the Directors may require that all such vehicles shall be parked off the condominium premises. Under no circumstances shall the Directors or the Association be responsible for any damage to any such vehicle by reason of requiring that it be parked in any specifically designated area. 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. In the event that there arises a shortage of parking spaces, the Association may allocate or assign parking spaces from time to time on an equitable basis.

Section 9. No co-owner shall use, or 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 premises.

Section 10. 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 11. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the use of the common elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the first annual meeting of the entire Association held as provided in Article I, Section 6 of these Bylaws. All regulations made by the First Board of Directors shall not be effective until approved by the Michigan Department of Commerce. Copies of all such regulations and amendments thereto shall be furnished to all co-owners and shall become effective thirty (30) 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 the affirmative vote of more than fifty (50%) percent 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 entire Association.

Section 12. The Association or its duly authorized agents shall have access to each apartment and any limited common elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the co-owner thereof, as may be necessary for the maintenance, repair or replacement of any of the common elements. The Association or its agents shall also have access to each apartment and any limited common elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the common elements or to another apartment. It shall be the responsibility of each co-owner to provide the Association means of access to his apartment and any limited common elements appurtenant thereto during all periods of absence and in the event of the failure of such co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such co-owner for any necessary damage to his apartment and any limited common elements appurtenant thereto caused thereby or for repair or replacement of any doors or windows damaged in gaining such access.

Section 13. 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 shall reasonably require. At the time of giving such notice, such co-owner shall also furnish the Association 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 or lessee produced by the Association that the co-owner believes the proposed sale or lease to be bona fide in all respects. The selling or leasing co-owner shall be responsible to the Association for any damages suffered by it in exercise of its rights hereunder and, in the event any proposed sale is not bona fide, such damages to include (but not be limited to) the difference between the price or rent paid by the Association for the apartment and the fair market or rental value thereof.

(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. During said twenty (20) day period, the Association shall have the right to show the unit to prospective purchasers and lessees. 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 any authorized officer of the Association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease or to 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) 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 then have the same rights to disapprove the transaction and to furnish a purchaser or lessee satisfactory to it as are expressed immediately above in subsections (a) and (b) of this Section 13 and such rights to disapprove and furnish a purchaser shall expire twenty (20) days after the directors of the Association receive knowledge at a Directors' Meeting of the actual terms of the transaction or one (1) year after consummation of the original transaction, whichever occurs first.

(d) This Section shall not apply to a public or private sale held pursuant to foreclosure of a first mortgage on any unit in the Project; nor shall this Section apply to any subsequent sale by any holder of a first mortgage on any unit in the Project which obtained title to the apartment covered by such mortgage pursuant to the remedies provided in the mortgage, foreclosure of the mortgage or deed (or assignment) in lieu of foreclosure.

(e) Developer shall not be subject to this Section 13 in the sale or lease of any apartment following establishment of the Condominium.

Section 14. The two ponds located on the condominium premises are merely decorative. No co-owner may use the ponds for any sporting purpose such as boating, swimming or fishing.

Section 15. No co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the common elements unless approved by the Association in writing.

Section 16. No unsightly condition shall be maintained upon any porch, patio or balcony and only furniture and equipment consistent with ordinary porch, patio or balcony use shall be permitted to remain there during seasons when porches, patios and balconies are reasonably in use and no furniture or equipment of any kind shall be stored on said limited common elements during seasons when they are not reasonably in use.

Section 17. Each co-owner shall maintain his apartment and any limited common elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each co-owner shall also use due care to avoid damaging any of the common elements including, but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other elements in any apartment which are appurtenant to or which may affect any other apartment. Each co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the common elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association in which case there shall be no such responsibility (unless reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible co-owner in the manner provided in Article II hereof.

Section 18. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the development and sales period as defined hereinafter, or of the Association in furtherance of its powers and purposes set forth herein

and in its Articles of Association and Bylaws as the same may be amended from time to time. For the purposes of this Section, the development and sales period shall be deemed to continue so long as Developer owns any apartment which he offers for sale. Until all apartments in the entire Condominium project are sold by Developer, Developer shall have the right to maintain a sales office, a business office, a construction office, model apartments, storage areas, reasonable parking incident to the foregoing and such access to, from and over the project as may be reasonable to enable development and sale of the entire project by Developer.

## ARTICLE VII

### MORTGAGES

Section 1. Any co-owner who mortgages his apartment shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of 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. The Association shall give to the holder of any first mortgage covering any unit in the project written notification of any default in the performance of the obligations of the co-owner of such apartment that is not cured within 60 days.

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

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

## ARTICLE VIII

### AMENDMENTS

Section 1. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the 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 Association Bylaws.

Section 3. These Bylaws may be amended by the Association at any regular annual meeting or a special meeting called for such purpose, by an affirmative vote of more than sixty (60%) percent of all co-owners in number and in value.

Section 4. Prior to the first annual meeting of members, these Bylaws 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 make such amendments as shall not increase or decrease the benefits or obligations, or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon approval of the same by the State of Michigan and recording of such amendment in the Office of the Register of Deeds in the county where the condominium is located. Without the prior written approval of all institutional holders of first mortgage liens on any unit in the condominium, no amendment to these Bylaws shall become effective which involves any change, direct or indirect, in Article I Sections 3 and 4(b), Article II Sections 3(a), 4 and 7, Article IV Section 1(d), Article V Sections 1, 4, 6, 7 and 8, Article VI, Section 13(d) Article VII Section 1, Article VIII Sections 3 and 5, or Article XI, Section 1, or to any other provision hereof that increases or decreases the benefits or obligations, or materially affects the rights of any member of the Association.

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



## ARTICLE IX

### COMPLIANCE

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

## ARTICLE X

### DEFINITIONS

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

## ARTICLE XI

### REMEDIES FOR DEFAULT

Section 1. Any default by a co-owner shall entitle the Association or another co-owner or co-owners to the following relief:

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

(b) 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.

(c) The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the common elements, limited or general, or into any 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 Condominium Documents.

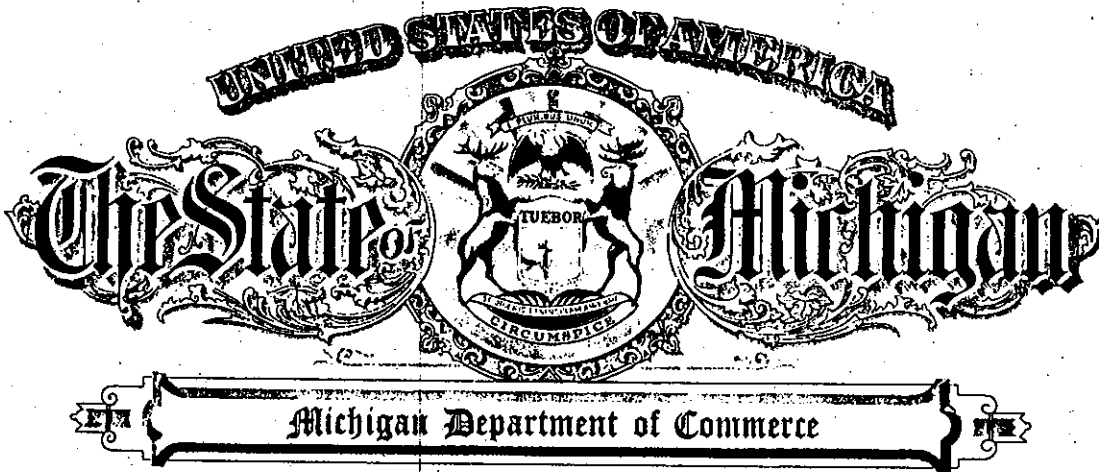
Section 2. The failure of the Association or of any co-owner to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or of any such co-owner to enforce such right, provisions, covenant or condition in the future.

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

## ARTICLE XII

### SEVERABILITY

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



Lansing, Michigan

*To All To Whom These Presents Shall Come:*

*I, Richard H. Almbrecht, Director, Michigan Department of Commerce,  
Do Hereby Certify That the Annexed Copy of \_\_\_\_\_*

Articles of Incorporation of WOODVIEW CONDOMINIUM ASSOCIATION

*has been compared by me with the record on file in this Department and that the same is  
a true copy thereof, and the whole of such record.*

I FURTHER CERTIFY that the charter of the corporation became void October 1, 1973, under the provisions of Section 92, 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 29th day  
of \_\_\_\_\_ 1973*

MICHIGAN DEPARTMENT OF TREASURY  
CORPORATION DIVISION  
LANSING, MICHIGAN

DO NOT WRITE IN SPACE BELOW - FOR DEPARTMENT USE		
<p><b>NOTE</b></p> <p>Mail ONE signed and acknowledged copy to:</p> <p>Michigan Department of Treasury Corporation Division P.O. Drawer C Lansing, Michigan 48904</p> <p>Franchise Fee \$10.00 Filing Fee \$10.00 (Make fee payable to State of Michigan)</p>	Date Received:	<p><b>FILED</b> Michigan Department of Treasury</p> <p>JUN 20 1972</p> <p><i>Allison Chen</i> STATE TREASURER</p>
	JUN 15 1972	

(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 WOODVIEW CONDOMINIUM ASSOCIATION

(Please type or print corporate name)

ARTICLE II.

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

See attached Schedule "A"

ARTICLE III.

Location of the first registered office is:

8623 North Wayne Road Westland Wayne Michigan 48185  
(No.) (Street) (City) (County) (Zip Code)

Postoffice address of the first registered office is:

8623 North Wayne Road Westland Wayne Michigan 48185  
(No. and Street of P. O. Box) (City) (County) (Zip Code)

ARTICLE IV.

The name of the first resident agent is EUGENE M. KATZ

SCHEDULE "A"

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 WOODVIEW CONDOMINIUM;
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms or corporations to assist in 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 to it as administrator of said Condominium by the Condominium By-Laws 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 VII.

The names and addresses of the first board of directors (or trustees) are as follows:  
(At least three required)

NAME	ADDRESS		
	(No.)	(Street)	(City) (State)
EUGENE M. KATZ	8623	North Wayne Road,	Westland, Michigan 48185
JAMES A. SAMPLE, III	8623	North Wayne Road,	Westland, Michigan 48185
GEORGE H. JERUZAL	8623	North Wayne Road,	Westland, Michigan 48185

ARTICLE VIII.

The term of the corporate existence is perpetual.  
(If for a limited number of years, then state such term instead of perpetual.)

ARTICLE IX.

(Here insert any desired additional provisions authorized by the Act)

We, the incorporators, sign our names this

8th day of June, 1972.

(All parties appearing under Article VI are required to sign in this space)

*Eugene M. Katz*  
EUGENE M. KATZ

*James A. Sample, III*  
JAMES A. SAMPLE, III

GEORGE H. JERUZAL *George H. Jeruzal*

STATE OF MICHIGAN )  
COUNTY OF WAYNE ) ss.

(One or more of the parties signing must acknowledge before the Notary)

On this 8th day of June, 1972

before me personally appeared EUGENE M. KATZ, JAMES A. SAMPLE, III and GEORGE H. JERUZAL

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.

*Eileen G. Nyquist*  
(Signature of Notary)  
Eileen G. Nyquist  
(Print or type name of Notary)

Notary Public for Wayne County, State of Michigan.

My commission expires May 4, 1975

(Notarial seal required if acknowledgment taken out of State)

EILEEN G. NYQUIST  
NOTARY PUBLIC, WAYNE CO. MICHIGAN  
MY COMMISSION EXPIRES MAY 4, 1975  
Bonded Through Michigan Notary Association

WOODVIEW CONDOMINIUM  
ASSOCIATION BYLAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BYLAWS

The Bylaws of Woodview Condominium (hereinafter known as the Condominium Bylaws) as attached to the Master Deed and recorded in Liber 18630, Pages 523 through 575, Wayne County Records, are hereby incorporated by reference and adopted in their entirety as a part of the Bylaws of this corporation.

ARTICLE II

MEETINGS

Section 1. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the co-owners as may be designated by the Board of Directors. Voting shall be as provided in the Condominium Bylaws. Meetings of the Association shall be conducted in accordance with Sturgis' Code of Parliamentary Procedure, Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Bylaws of the Corporation, the Condominium Master Deed or the law of the State of Michigan.

Section 2. The first annual meeting of members of the corporation shall be held in accordance with Article I, Section 6 of the Condominium Bylaws. The date, time and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days' written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Tuesday of March each succeeding year at such time and place as shall be determined by the Board of Directors. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of Article III of these Bylaws. The co-owners may also transact at annual meetings such other business of the Corporation as may properly come before them.

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

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each co-owner of record, at least ten (10) days but not more than sixty (60) days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by Article I, Section 2(e) the Condominium Bylaws shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association shall be deemed due notice.

Section 5. If any meeting of owners cannot be held because a quorum is not in attendance, the owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the corporation shall be governed by a Board of Directors all of whom must be members of the corporation or officers, partners, trustees, employees or agents of members of the corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association. Directors shall serve without compensation.

Section 2. The First Board of Directors designated in the Articles of Incorporation shall be composed of three persons and such first Board of Directors shall manage the affairs of the corporation

until a successor Board of Directors is elected at the First Meeting of Members of the corporation convened at the time required by Article II, Section 2 of these Bylaws. At the First Meeting of Members of the corporation, the Board of Directors shall be increased in size from three persons to seven persons. At such First Meeting four directors shall be elected for a term of two years and three directors shall be elected for a term of one year. At such first meeting all nominees shall stand for election as one slate and the four persons receiving the highest number of votes shall be elected for a term of two years and the three persons receiving the next highest number of votes shall be elected for a term of one year. At each Annual Meeting of the corporation held thereafter, either four or three directors shall be elected depending upon the number of directors whose terms expire. The term of office (except for the original Board of Directors and four of the directors elected at the First Annual Meeting of Members, if the First Annual Meeting is held on any day other than the third Tuesday of March) of each director shall be one year. The directors shall hold office until their successors have been elected and hold their first meeting.

Section 3. The Board of Directors shall have the powers and duties set forth in the Condominium Bylaws.

Section 4. 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 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. Prior to the First Annual Meeting of Members, the Developer may remove and replace any or all of the Directors from time to time at its sole discretion.

Section 5. At any regular or special meeting of the Association duly called, any one or more of the directors may be removed with or without cause by a majority of the co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the co-owners shall be given an opportunity to be heard at the meeting.

Section 6. 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 7. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by him of the time and place thereof. If all the directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof, shall constitute the presence of such Director for purposes of determining a quorum.

Section 11. 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 IV

### 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, Secretary and a Treasurer. The directors may appoint an Assistant Treasurer, and an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two offices except that of President and Vice President may be held by one person.

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 affirmative vote of a majority of the members of the Board of Directors, any officer may be removed either with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

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 general powers and duties which are usually vested in the office of the President of an association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

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

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

## ARTICLE V

### SEAL

Section 1. The corporation shall have a seal which shall have inscribed thereon the name of the corporation, the words "Corporate Seal," and "Michigan."

## ARTICLE VI

### FINANCE

Section 1. The finances of the corporation shall be handled in accordance with the Condominium Bylaws.

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

Section 3. The funds of the corporation shall be deposited in such bank as may be designated by the Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board of Directors from time to time.

## ARTICLE VII

### INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 1. Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the corporation, whether or not he is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the corporation. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all co-owners thereof.

## ARTICLE VIII

### AMENDMENTS

Section 1. These Bylaws (but not the Condominium Bylaws) may be amended by the Association at a duly constituted meeting for such purpose, by an affirmative vote of a simple majority of the co-owners present in person, by proxy or written vote as such vote is defined in Article I, Section 2(i) of the Condominium Bylaws.

Section 2. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or by one-third or more in number of the members of the Association whether meeting as members or by instrument in writing signed by them.

Section 3. Upon any such amendment being proposed, a meeting for consideration of the same shall be duly called in accordance with the provisions of Article II of these Bylaws.

Section 4. Prior to the First Annual Meeting of Members, these Bylaws may be amended by the Board of Directors of the Association upon proposal of amendments by the Developer without approval from any person other than the Michigan Department of Commerce to make such amendments as shall not increase or decrease the benefits or obligations or materially affect the rights of any member of the Association.

Section 5. Any amendment to these Bylaws shall become effective upon adoption of the same in accordance with Section 1 of this Article VIII without approval by the State of Michigan and without recording in the office of the Register of Deeds.

Section 6. A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption.

## ARTICLE IX

### COMPLIANCE

Section 1. These Bylaws are set forth to comply with the requirements of Act No. 327 of the Public Acts of Michigan of 1931, as amended, Act No. 229 of the Public Acts of Michigan of 1963, as amended, and with the duly recorded Master Deed of the Condominium and Exhibits A and B attached thereto. In case any of these Bylaws conflict with the provisions of said statute or with the provisions of said Master Deed or the Exhibits thereto, the provisions of the statute and said Master Deed shall be controlling.

**WOODVIEW CONDOMINIUM  
ESCROW AGREEMENT**

THIS AGREEMENT is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, between LMI Investors, a California real estate investment trust, ("Developer") and Lawyers Title Insurance Corporation ("Escrow Agent").

**R E C I T A L S :**

WHEREAS, Developer is establishing a residential apartment development known as Woodview Condominium which has been established as a condominium project under applicable Michigan law, and,

WHEREAS, Developer is selling units in Woodview Condominium and is entering into Purchase Agreements with Purchasers for such units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such agreements be held by Escrow Agent under an Escrow Agreement approved in form by the Michigan Department of Commerce, and,

WHEREAS, the parties hereto desire to enter into such an Escrow Agreement for the benefit of Developer and for the benefit of each Purchaser (hereinafter called "Purchaser") who makes deposit under a Purchase Agreement.

NOW THEREFORE, it is agreed as follows:

1. Developer shall, after receipt, promptly transmit to Escrow Agent all sums deposited with it under a Purchase Agreement together with a fully executed copy of such Agreement.

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

(a) Upon conveyance of title to an apartment from Developer to Purchaser or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement, Escrow Agent shall release all sums held in escrow under such agreement to Developer.

(b) In the event that the Purchaser under a Purchase Agreement shall default in making any payments required by said Agreement or in fulfilling any other obligations thereunder, for a period of ten (10) days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to said Agreement to Developer in accordance with the terms of said agreement.

(c) In the event that a Purchaser fails to obtain a mortgage as provided in the Purchase Agreement, Escrow Agent shall release all sums held by it pursuant to said Agreement to Purchaser.

(d) Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto unless required by the Department of Commerce. In the event that interest upon such sums is earned, however, such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and paid to Developer upon the termination of this Escrow Agreement; provided, however, that if this Agreement terminates pursuant to Paragraph 2(c) hereof, then such interest, if any, shall be paid to Purchaser.

(e) If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the occurrence of one or more of the foregoing events, Escrow Agent shall release all such sums to Developer in the event that Developer has placed with Escrow Agent an irrevocable letter of Credit drawn in favor of Escrow Agent securing repayment of said sums, in such form, substance and amount and issued by such institution as are all acceptable to the Michigan Department of Commerce and to the Escrow Agent.

3. Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement to a Purchaser thereunder, or to the Developer.

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

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

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date set forth at the outset hereof.

LMI INVESTORS, a California real estate  
investment trust

By: \_\_\_\_\_

LAWYERS TITLE INSURANCE CORPORATION

By: \_\_\_\_\_

**WOODVIEW CONDOMINIUM ASSOCIATION  
MANAGEMENT AGREEMENT**

THIS AGREEMENT entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_\_\_, by Woodview Condominium Association (the "Association"), the Michigan non-profit corporation established to maintain and to manage the affairs of Woodview Condominium, a condominium project (the "project"), which association has its principal office at \_\_\_\_\_, Michigan, and Schostak Brothers & Company, Inc. (the "Agent"), a Michigan corporation, which has its principal office at 10th Floor Honeywell Building, Southfield, Michigan 48075.

**W I T N E S S E T H :**

In order to assure professional management of the project and in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

**APPOINTMENT OF AGENT**

1. Pursuant to its Articles of Incorporation and to the authority granted it in Article I of the Condominium Bylaws, the Association hereby appoints the Agent and the Agent hereby accepts the appointment as exclusive managing agent of the project subject to the terms and conditions set forth below.

**MANAGEMENT FEE**

2. The Association agrees to pay the Agent a fee computed and payable monthly in an amount equivalent to \$7.00 per unit in Woodview Condominium. The fee shall be payable to the Agent monthly and shall equal the sum of charges per unit shown on Exhibit "A" hereto for all units which were, as of the first of the month to which such charges relate, transferred by the Developer and titled in the name of a co-owner purchaser. The fee computed as aforesaid shall be payable by the 10th of each month for services rendered during the preceding month and shall constitute the Agent's total compensation for services performed by it under this Agreement during each month.

**DUTIES OF AGENT**

3. The duties of the Agent shall be to:

(a) Collect all regular assessments, late charges, and special assessments due from the co-owners pursuant to the Condominium Bylaws and Purchase Agreement; provided, however, that the Association shall cooperate with Agent in the collection of all such assessments and shall give Agent all such assistance as it may reasonably request in enabling the collection of such assessments.

(b) Cause to be disbursed regularly and punctually from the funds collected under paragraph (a) of this Article and deposited in the special account, hereinafter provided: (1) Salaries and other compensation due and payable to the employees of the Association, and the taxes payable under paragraph (h) of this Article, (2) fire and other insurance premiums due under paragraph (g) hereof and (3) sums otherwise due and payable by the Association as operating expenses authorized to be incurred by the Agent under the terms of this Agreement, including the Agent's salary.

All payments to be made by the Agent under this Agreement shall be made out of such sums as are available in the special account of the Association or as may be provided by the Association. The Agent shall not be obligated to make any advance to or for the account of the Association or to pay any sum, except out of the special account or other funds provided as aforementioned, nor shall the Agent be obligated to incur any liability or obligation for the account of the Association without assurance that the funds necessary for the discharge thereof will be provided.

(c) Furnish the Board of Directors (or its designees) with a schedule of all delinquent accounts on or before the 15th day of each month, and, if specifically authorized by the Board of

Directors (or its designees) take such action as shall be permitted by the Condominium Bylaws and the laws of the State of Michigan to collect such delinquent assessments.

(d) Cause the buildings, grounds and appurtenances of the project to be maintained according to such standards as may from time to time be established by the Board of Directors, including but not limited to interior and exterior cleaning, painting and decorating, plumbing, steamfitting, carpentry, and such other normal maintenance and repair work as may be necessary, subject to those limitations imposed by the Master Deed and Condominium Bylaws in addition to those contained herein.

For any one item of repair or replacement the expense incurred shall not exceed the sum of \_\_\_\_\_ unless specifically authorized by the Board of Directors; provided, however, that emergency repairs, involving manifest danger to life or property, or immediately necessary for the preservation and safety of the property, or for the safety of the co-owners, or required to avoid the suspension of any necessary service to the project, may be made by the Agent irrespective of the cost limitation imposed by this paragraph. Notwithstanding this authority as to emergency repairs, it is understood and agreed that the Agent will, if at all possible, confer immediately with the Board of Directors regarding every such expenditure. The Agent shall not incur liabilities (direct or contingent) which will at any time exceed the aggregate of \_\_\_\_\_, or any liability maturing more than one year from the creation thereof, without first obtaining the approval of the Board of Directors.

(e) Enter into contracts for water, electricity, gas, equipment maintenance and repairs, telephone, vermin extermination, trash removal, snow removal, supplies, chemical treatment and other necessary services, or such of them as the Board of Directors shall approve. Additionally, the Agent shall place orders for such equipment, tools, appliances, materials and supplies as are necessary properly to maintain the project. All such contracts and orders shall be made in the name of the Association and shall be subject to the limitations set forth in Paragraph (b) of this Article. When taking bids or issuing purchase orders, the Agent shall act at all times in the best interests of the Association, but the Agent shall not be responsible for obtaining the lowest price available for the service or commodity purchases pursuant to this Agreement.

(f) Take such action as may be necessary to comply promptly with any and all orders or requirements affecting the premises placed thereon by any federal, state, county or municipal authority having jurisdiction thereover, subject to the limitations contained in Paragraph (d) of this Article. The Agent, however, shall not take any action under this Paragraph (f) so long as the Association is contesting, or has affirmed its intention to contest any such order or requirement. The Agent shall promptly notify the Board of Directors in writing of all such orders and notices of requirements.

(g) Cause to be placed and kept in force all of those insurance policies required by the laws of the State of Michigan and the Condominium Bylaws, which insurance coverage shall be carried and administered in accordance with Article IV of the Condominium Bylaws. The Agent shall promptly investigate and make a full written report as to all accidents or claims for damages relating to the management, operation and maintenance of the project, including any damage or destruction to the project, the estimated cost of repair, and shall cooperate and make any and all reports required by any insurance company in connection therewith.

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

(i) Prepare, with the assistance of an accountant or similarly qualified professional, if necessary, and in conformity with the provisions of the Condominium Bylaws, an operating budget for the forthcoming fiscal year. Each such budget shall be submitted to the Board of Directors in a final draft at least thirty (30) days prior to the commencement of the annual period for which it has been made. Copies of the budget, upon adoption by the Board of Directors, shall be furnished each co-owner as provided in the Condominium Bylaws. The Agent shall use its best efforts to operate within the budget as adopted. In the event the Agent foresees a budget overrun, it shall notify the Board of Directors in writing.

(j) Bond, in a manner satisfactory to the Association, all employees of the Agent who handle or who are responsible for handling the Association's funds, without expense to the Association.

(k) Investigate, hire, pay, supervise and discharge the personnel necessary to be employed in order to properly maintain and operate the project. Such employees shall be employees of the Association and not the Agent. Compensation for the services of such employees shall be expenses of administration.

(l) Maintain a complete set of books and records relative to the operation of the condominium project in accordance with reasonable accounting practice. All such records shall be available for examination by the directors of the Association or their representatives during working hours. No independent audit of the Association's records shall be required. In the event any such audit is required by the Association, the cost of providing the same shall be paid entirely by the Association.

(m) Report at reasonable intervals to the Board of Directors regarding the maintenance and condition of the project and to attend meetings of the Association or Board of Directors at any time or times requested by the Board of Directors.

(n) To maintain records showing the complaints and service requests made by each co-owner together with the action taken with respect to each such request. The Agent, in its discretion, or upon the request of the Board of Directors, shall report all such requests to the Board of Directors with appropriate recommendations.

(o) Establish and maintain in a bank authorized to do business in Michigan a separate bank account as agent and trustee for the Association for the deposit of the Association's funds. The Agent shall have authority to draw thereon for any payments to be made by the Agent to discharge any liabilities or obligations incurred pursuant to this Agreement and for the payment of the management fee.

(p) Do all other things which are reasonably required to maintain the project in conformity with such standards as the Board of Directors may from time to time establish and which the Condominium Bylaws and the laws of the State of Michigan permit the Board of Directors to authorize and to delegate.

#### INDEMNIFICATION AND LIABILITY OF AGENT

4. The Association hereby agrees to indemnify and save harmless Agent from all losses, expenses or damages of any nature whatsoever in connection with the management of the project and from liability for injury to any person or property on, about or in connection with the project from any cause whatever, unless such costs, expenses, damages or liabilities be caused by the Agent's own gross negligence or willful misconduct. The Agent shall not be liable to the Association or to any other person for any error in judgment or for doing or omitting to do any matter or thing pursuant to the terms of this Agreement except in cases of willful misconduct or gross negligence.

#### RELATIONSHIP OF AGENT TO OTHER ENTITIES

5. Agent, its officers, employees, partners, directors and others connected therewith are, or may be, officers, employees, partners, directors of or otherwise related to the (a) Association, (b) the Developer of Woodview Condominium or (c) contractors or agencies hired by Agent which are furnishing services or supplies to Woodview Condominium. The Association, on behalf of itself and its members, acknowledges and expressly consents to any and all of such relationships.

#### ASSIGNABILITY

6. The Agent may assign this Management Contract to any other person or entity so long as such assignee shall undertake in writing to assume and perform the obligations of Agent hereunder.

#### EFFECTIVE DATE

7. This Agreement shall take effect on the \_\_\_\_\_ day of \_\_\_\_\_, 197\_\_ and shall remain in full force and effect until the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, subject to the termination provisions of Section 8.

#### TERMINATION

8. (a) This Agreement shall be terminable by either party at the end of any calendar month upon thirty (30) days' prior written notice by either party to the other.

(b) In the event a petition in bankruptcy is filed by or against Agent, or in the event that he shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may terminate this Agreement, without notice to the other, but prompt advice of such action shall be given to the other party.

#### FINAL ACCOUNTING

9. Upon termination, the contracting parties shall account to each other with respect to all matters outstanding as to the date of termination and the Association shall furnish the Agent security satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

#### EFFECT OF AGREEMENT

10. This Agreement shall constitute the entire Agreement between the contracting parties and no variance or modification thereof shall be valid and enforceable, except by supplemental agreement in writing, executed and approved in the same manner as this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

WOODVIEW CONDOMINIUM ASSOCIATION

By: \_\_\_\_\_

Its \_\_\_\_\_

SCHOSTAK BROTHERS & COMPANY, INC.  
Agent

By: \_\_\_\_\_

Its \_\_\_\_\_