

2017 OCT -9 AM 10:14

186690
LIBER 51155 PAGE 56
\$26.00 MISC RECORDING
\$4.00 REMONUMENTATION
10/09/2017 10:45:37 A.M. RECEIPT# 118347
PAID RECORDED - OAKLAND COUNTY
LISA BROWN, CLERK/REGISTER OF DEEDS

**FOURTH AMENDMENT TO THE MASTER DEED OF
THE VILLAGE AT STONEGATE POINTE**

This Fourth Amendment to the Master Deed of The Village at Stonegate Pointe ("Amendment") is made and executed this 7th day of October, 2017, by Village at Stonegate Pointe C. A., a Michigan nonprofit corporation (the "Association"), in pursuance of the provisions of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

RECITALS:

A. The Association, the nonprofit corporation organized for the administration and management of The Village at Stonegate Pointe (the "Condominium"), a condominium project established pursuant to the Master Deed recorded in Liber 27952, Pages 1 et seq., as amended by the First Amendment recorded in Liber 31570, Page 338 et seq., the Second Amendment recorded in Liber 49262, Page 49 et seq., and the Third Amendment recorded in Liber 49655, Page 848 et seq., Oakland County Records (as amended, the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1510, desires to amend the Master Deed, pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190), for the purpose of rescinding the Third Amendment to the Master Deed and holding it for naught.

B. The Master Deed shall be amended upon recording with Oakland County Register of Deeds, as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are made to the Master Deed:

1. The previously recorded Third Amendment to the Master Deed, recorded in Liber 49655, Page 850 et seq., Oakland County Records, is hereby rescinded and held for naught. Accordingly, any actions taken by the Third Amendment are not nullified.

2. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded, are ratified and confirmed.

14-30-253-000 ent

OK - AB

OK - MH

The Association has caused this Amendment to the Master Deed to be executed the day and year first above written.

Village at Stonegate Pointe C. A., a Michigan Nonprofit Corporation

By: AA
Name: Thomas F. Molloy Jr
Title: President

STATE OF MICHIGAN)
) SS:
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 7 day of October, 2017 by Thomas Molloy, the President of Village at Stonegate Pointe C. A., a Michigan Nonprofit Corporation, on behalf of the Corporation.

Angela Phillips
Angela Phillips, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: 6/9/19

Document drafted by and when recorded return to:
Stephen M. Guerra, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2016 AUG -2 PM 4: 16

147144
LIBER 49655 PAGE 848
\$13.00 MISC RECORDING
\$4.00 REMONUMENTATION
08/04/2016 10:07:41 A.M. RECEIPT# 88066
PAID RECORDED - OAKLAND COUNTY
LISA BROWN: CLERK/REGISTER OF DEEDS

THIRD AMENDMENT TO THE MASTER DEED OF THE VILLAGE AT STONEGATE POINTE

This Third Amendment to the Master Deed of The Village at Stonegate Pointe is made and executed this 30th day of July, 2016, by Village at Stonegate Pointe C. A., a Michigan nonprofit corporation (the "Association"), represented herein by Thomas F. Molloy, Jr., the President of the Association, who is fully empowered and qualified to act on behalf of the Association in pursuance of the Michigan Condominium Act, being Act 59 of the Public Acts of 1978, as amended (the "Condominium Act").

RECITALS:

A. The Association, the nonprofit corporation organized for the administration and management of The Village at Stonegate Pointe (the "Condominium"), a condominium project established pursuant to the Master Deed recorded in Liber 64903, Page 1 et seq., as amended by the First Amendment recorded in Liber 31570, Page 338 et seq., and the Second Amendment recorded in Liber 49262, Page 498 et seq., Oakland County Records (the "Master Deed"), and known as Oakland County Condominium Subdivision Plan No. 1510, desires to amend the Master Deed, pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190), to reflect that certain undeveloped Units in the Condominium, being undeveloped Units 1 through 36, inclusive, and Units 105 through 140, inclusive, have automatically become General Common Elements of the Condominium pursuant to Section 67(3) of the Condominium Act (MCL §559.167), and that the Condominium consists of sixty eight (68) Units (numbered 37 through 104, inclusive), all pursuant to the authority granted by Section 90 of the Condominium Act (MCL §559.190).

B. This Amendment neither enlarges the Common Elements of the Condominium nor alters the formula for determining existing percentages of value in the Condominium.

C. The Master Deed shall be amended upon recording with Oakland County Register of Deeds, as required by Section 73 of the Condominium Act (MCL §559.173).

NOW THEREFORE, the following changes are hereby made to the Master Deed:

1. As of the effective date of this Amendment, the Condominium is complete. The Condominium consists of sixty eight (68) Units (numbered 37 through 104, inclusive).

2. In all other respects, the Master Deed, including the Condominium Bylaws and the Condominium Subdivision Plan, as previously recorded, are hereby ratified and confirmed.

See attached for Sidwells

OK - AN

OK - MH
As per custom

2P
R

The Association has caused this instrument to be executed the day and year first above written.

Village at Stonegate Pointe C. A., a Michigan Nonprofit Corporation

By: [Signature]
Name: Thomas F. Molloy Jr
Title: President

STATE OF MICHIGAN)

) ss:

COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 30th day of July, 2016 by Thomas F. Molloy, Jr, the President of Village at Stonegate Pointe C. A., a Michigan Nonprofit Corporation, on behalf of the Corporation.

Angela Marie Warner
Angela Marie Warner, Notary Public
Oakland County, Michigan
Acting in Oakland County, Michigan
My Commission Expires: June 9, 2019

Document drafted by and when recorded return to:
Evan M. Alexander, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

Condominium Control Sheet

OCCP #: **1510**

Condo Type: **BUILDING**

NAME: **THE VILLAGE AT STONEGATE POINTE**

900/510

CITY/TWP: **CITY OF PONTIAC**

14-30-253-000-ent

CVT Code: **64**

Building Condo Low PIN #: **14-30-253-001**

UNIT	BLDG	Child PIN (New)	Parent PIN (From)	Status
1	1	14-30-253-001	14-30-200-008	
2	1	14-30-253-002	14-30-200-008	
3	1	14-30-253-003	14-30-200-008	
4	1	14-30-253-004	14-30-200-008	
5	1	14-30-253-005	14-30-200-008	
6	1	14-30-253-006	14-30-200-008	
7	1	14-30-253-007	14-30-200-008	
8	1	14-30-253-008	14-30-200-008	
9	1	14-30-253-009	14-30-200-008	
10	1	14-30-253-010	14-30-200-008	
11	1	14-30-253-011	14-30-200-008	
12	1	14-30-253-012	14-30-200-008	
13	2	14-30-253-013	14-30-200-008	
14	2	14-30-253-014	14-30-200-008	
15	2	14-30-253-015	14-30-200-008	
16	2	14-30-253-016	14-30-200-008	
17	2	14-30-253-017	14-30-200-008	
18	2	14-30-253-018	14-30-200-008	
19	2	14-30-253-019	14-30-200-008	
20	2	14-30-253-020	14-30-200-008	
21	2	14-30-253-021	14-30-200-008	
22	2	14-30-253-022	14-30-200-008	
23	2	14-30-253-023	14-30-200-008	
24	2	14-30-253-024	14-30-200-008	
25	3	14-30-253-025	14-30-200-008	
26	3	14-30-253-026	14-30-200-008	
27	3	14-30-253-027	14-30-200-008	
28	3	14-30-253-028	14-30-200-008	
29	3	14-30-253-029	14-30-200-008	
30	3	14-30-253-030	14-30-200-008	
31	3	14-30-253-031	14-30-200-008	
32	3	14-30-253-032	14-30-200-008	

NC

Condominium Control Sheet

OCCP #: **1510**

Condo Type: **BUILDING**

NAME: **THE VILLAGE AT STONEGATE POINTE**

CITY/TWP: **CITY OF PONTIAC**

CVT Code: **64**

Building Condo Low PIN #: **14-30-253-001**

UNIT	BLDG	Child PIN (New)	Parent PIN (From)	Status
33	3	14-30-253-033	14-30-200-008	
34	3	14-30-253-034	14-30-200-008	
35	3	14-30-253-035	14-30-200-008	
36	3	14-30-253-036	14-30-200-008	
105	10	14-30-253-105	14-30-200-008	
106	10	14-30-253-106	14-30-200-008	
107	10	14-30-253-107	14-30-200-008	
108	10	14-30-253-108	14-30-200-008	
109	10	14-30-253-109	14-30-200-008	
110	10	14-30-253-110	14-30-200-008	
111	10	14-30-253-111	14-30-200-008	
112	10	14-30-253-112	14-30-200-008	
113	10	14-30-253-113	14-30-200-008	
114	10	14-30-253-114	14-30-200-008	
115	10	14-30-253-115	14-30-200-008	
116	10	14-30-253-116	14-30-200-008	
117	11	14-30-253-117	14-30-200-008	
118	11	14-30-253-118	14-30-200-008	
119	11	14-30-253-119	14-30-200-008	
120	11	14-30-253-120	14-30-200-008	
121	11	14-30-253-121	14-30-200-008	
122	11	14-30-253-122	14-30-200-008	
123	11	14-30-253-123	14-30-200-008	
124	11	14-30-253-124	14-30-200-008	
125	11	14-30-253-125	14-30-200-008	
126	11	14-30-253-126	14-30-200-008	
127	11	14-30-253-127	14-30-200-008	
128	11	14-30-253-128	14-30-200-008	
129	12	14-30-253-129	14-30-200-008	
130	12	14-30-253-130	14-30-200-008	
131	12	14-30-253-131	14-30-200-008	
132	12	14-30-253-132	14-30-200-008	

NC

Condominium Control Sheet

OCCP # :

Condo Type:

NAME:

CITY/TWP:

CVT Code:

Building Condo Low PIN #:

UNIT	BLDG	Child PIN (New)	Parent PIN (From)	Status
133	12	14-30-253-133	14-30-200-008	
134	12	14-30-253-134	14-30-200-008	
135	12	14-30-253-135	14-30-200-008	
136	12	14-30-253-136	14-30-200-008	
137	12	14-30-253-137	14-30-200-008	
138	12	14-30-253-138	14-30-200-008	
139	12	14-30-253-139	14-30-200-008	
140	12	14-30-253-140	14-30-200-008	

NC

LIBER 49262 PAGE 49
\$79.00 MISC RECORDING
\$4.00 REMONUMENTATION
04/14/2016 10:46:25 AM RECEIPT# 40558
PAID RECORDED - Oakland County, MI
Lisa Brown, Clerk/Register of Deeds

RECEIVED
OAKLAND COUNTY
REGISTER OF DEEDS

2016 APR 14 AM 9:40

SECOND AMENDMENT TO MASTER DEED

THE VILLAGES AT STONEGATE POINTE

THIS SECOND AMENDMENT TO MASTER DEED ("Second Amendment") is made and executed on this 13th day of April, 2016 by **Shoe Horse LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 6632 Telegraph, Suite 219, Bloomfield Hills, MI 48301, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

RECITALS:

A. Developer established The Villages at Stonegate Pointe as a condominium project pursuant to a Master Deed recorded on February 12, 2003, in Liber 27952, Pages 001 through 065, inclusive Oakland County Condominium Subdivision Plan No. 1510. The Master Deed was amended by the First Amendment to Master Deed recorded on December 2, 2003 in Liber 31570 Pages 338 through 349 inclusive, Oakland County Records ("First Amendment"). The Master Deed was further amended by the Settlement Agreement recorded in Liber 40243 Pages 050 - 060 inclusive, Oakland County Records ("Settlement Agreement"). The Declaration of Covenants Conditions and Restrictions was amended by the First Amendment dated April 22, 2003 recorded in Liber 28887 pages 104- 110 inclusive, Oakland County Records.

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B. Pursuant to the authority reserved to Developer under Article VI, Article VIII, Article X and Article XI of the Master Deed and under Section 90(1) of the Act, Developer desires to amend the Master Deed for the purposes of transferring to the County of Oakland easements for both the sanitary sewer system and the water supply system, and all related appurtenances, to develop, establish, construct, repair, maintain said systems.

NOW, THEREFORE, Developer, by recording this Second Amendment, hereby amends the Master Deed as follows:

14-30-253-000 ent

OK - AN

OK - MH

ARTICLE I

SANITARY SEWER SYSTEM EASEMENT

The Developer, Grantor, hereby makes the condominium project subject to a perpetual and permanent easement(s) in favor of the County of Oakland (referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described as OP Condominium OCCP #1510, which easement(s) may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement(s) shall be for the purposes of developing, establishing, constructing, repairing, maintaining, sanitary sewer system, or related appurtenances, in any size, form, shape or capacity;
2. The grantee shall have the right to sell, assign, transfer or convey this easement(s) to any other governmental unit;
3. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement(s).
4. No owner in the condominium complex shall build or place on the area covered by the easement(s) any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under said easement(s);
5. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement(s) property.
6. All owners in the condominium complex release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a sanitary sewer system or otherwise rising from or incident to the exercise by grantee of its rights under the said easement(s), and all owners covenant not to sue grantee for any such damages.

The rights granted to the County of Oakland and their successors and assigns, under this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assigns.

ARTICLE II

WATER SUPPLY SYSTEM EASEMENT(S)

The Developer, Grantor, hereby makes the condominium project subject to a perpetual and permanent easement(s) in favor of the County of Oakland (referred to as "grantee"), and grantee's successors, assigns and transferees, in, over, under and through the property described as OP Condominium OCCP #1510, which easement(s) may not be amended or revoked except with the written approval of grantee, and which contains the following terms and conditions and grants the following rights:

1. The easement(s) shall be for the purposes of developing, establishing, constructing, repairing, maintaining, water supply system, or related appurtenances, in any size, form, shape or capacity;
2. The grantee shall have the right to sell, assign, transfer or convey this easement(s) to any other governmental unit;
3. No owner in the condominium complex shall build or convey to others any permission to build any permanent structures on the said easement(s).
4. No owner in the condominium complex shall build or place on the area covered by the easement(s) any other type of structure, fixture or object, or engage in any activity or take any action, or convey any property interest or right, that would in any way either actually or threaten to impair, obstruct, or adversely affect the rights of grantee under said easement(s);
5. The grantee and its agents, contractors and designated representatives shall have right-of-entry on, and to gain access to, the easement(s) property.
6. All owners in the condominium complex release grantee and its successors, assigns or transferees from any and all claims to damages in any way arising from or incident to the construction and maintenance of a water supply system or otherwise rising from or incident to the exercise by grantee of its rights under the said easement(s), and all owners covenant not to sue grantee for any such damages.

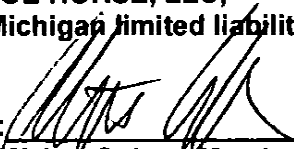
The rights granted to the Oakland County and their successors and assigns, under this Master Deed may not, however, be amended without the express written consent of the grantee hereunder. Any purported amendment or modification of the rights granted thereunder shall be void and without legal effect unless agreed to in writing by the grantee, its successors or assign

ARTICLE III

RATIFICATION

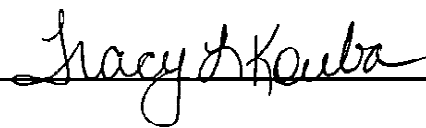
Except as provided in this Second Amendment, the original Master Deed of The Villages at Stonegate Pointe, including the Condominium Bylaws attached hereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions of this Second Amendment and the provisions of the Master Deed and the exhibits thereto, the provisions of this Second Amendment shall control.

SHOE HORSE, LLC,
a Michigan limited liability company

By: 
Walter Cohen, Member

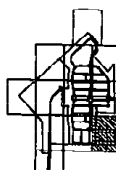

STATE OF MICHIGAN)
)SS
COUNTY OF OAKLAND)

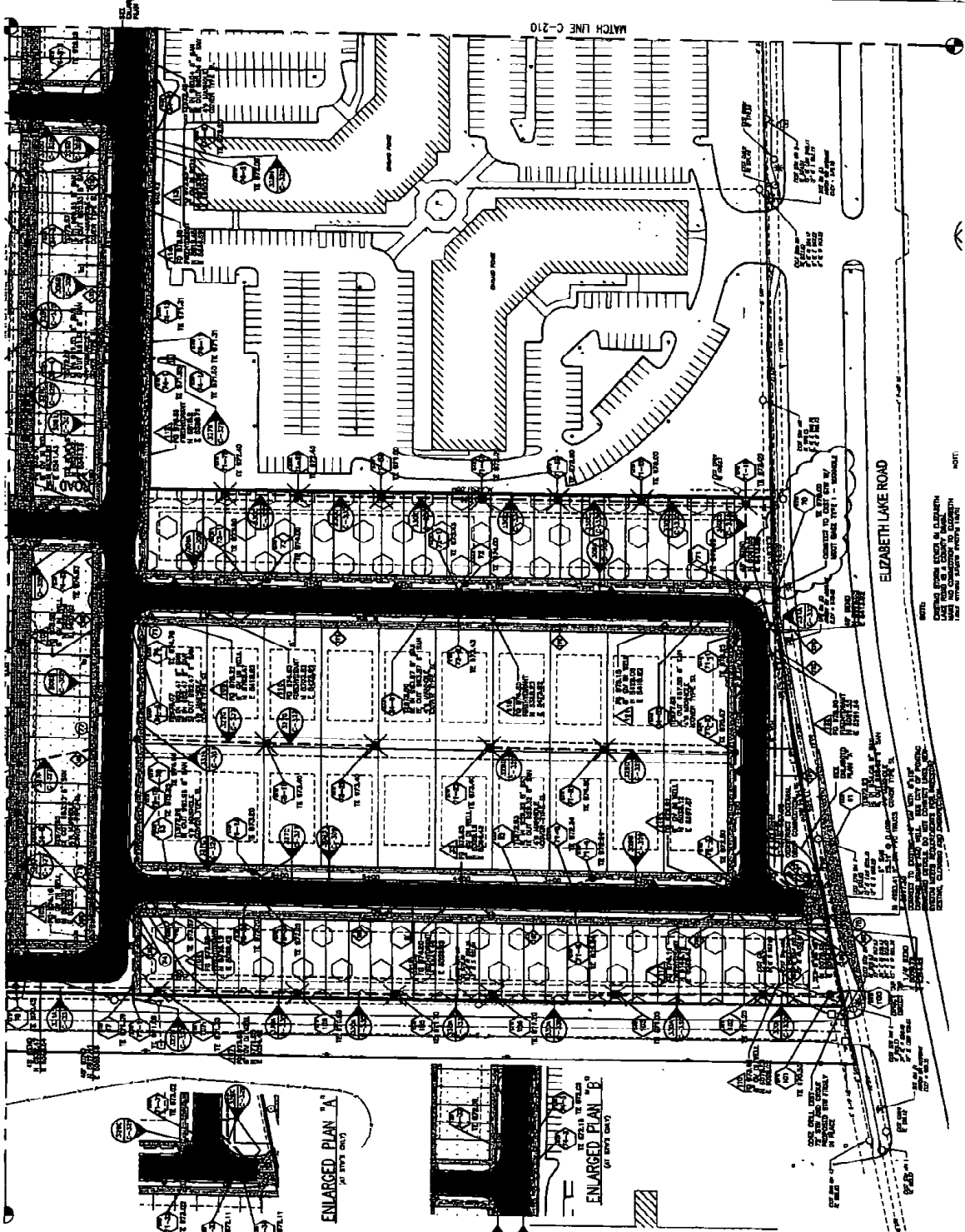
The foregoing instrument was acknowledged before me this 13th day of April, 2016, by Walter Cohen, as a Member of Shoe Horse LLC, a Michigan limited liability company, on behalf of said company.


Tracy L Kouba
Notary Public, Wayne County
State of Michigan , Notary Public
My Commission Expires 11/20/21
Acting in Oakland County

DRAFTED BY WHEN RECORDED RETURN TO:
MARGARET COHEN
SHOE HORSE LLC
6632 Telegraph, Suite 219
Bloomfield Hills, MI 48301

LAST REVISED: 07/11/2002 09:58 HPGL2 Date: 07/22/2007 10:53 C:\Users\paw\Documents\49262\2007.dwg

PROJECT NUMBER 1-000000-01 PROJECT NAME 1-000000-01 PROJECT LOCATION 1-000000-01 PROJECT DATE 1-000000-01 PROJECT MANAGER 1-000000-01 DRAWING NUMBER 1-000000-01		PROJECT TITLE PONTIAC WOODS PONTIAC OAKLAND TECH CENTER PONTIAC, MICHIGAN	SHEET TITLE PART UTILITY PLAN	 ARCADIS GIFFELS Robert L. Giffels, PE 2500 Woodward Road, P.O. Box 3823 Pontiac, Michigan 48346-3823 Tel: (248) 860-8000 Fax: (248) 860-8111 E: RLG@arcadis-giffels.com
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The entire width of all private roadways is dedicated as a permanent easement to the County of Oakland for the purposes of ingress and egress and for developing, establishing, constructing, repairing, or maintaining the water supply system and sanitary sewer system. Also, there exists a 20 ft. wide permanent easement for the water supply system and sanitary sewer system granted to the County of Oakland and centered on the systems as located within the limited and general common elements of this condominium.

ITEM	AMOUNT	DESCRIPTION	UNIT	QUANTITY	REMARKS
1	1.00	1" DIA. 12' LONG	12'	1	SEE DRAWING C-202
2	2.00	2" DIA. 12' LONG	12'	2	SEE DRAWING C-202
3	3.00	3" DIA. 12' LONG	12'	3	SEE DRAWING C-202
4	4.00	4" DIA. 12' LONG	12'	4	SEE DRAWING C-202
5	5.00	5" DIA. 12' LONG	12'	5	SEE DRAWING C-202
6	6.00	6" DIA. 12' LONG	12'	6	SEE DRAWING C-202
7	7.00	7" DIA. 12' LONG	12'	7	SEE DRAWING C-202
8	8.00	8" DIA. 12' LONG	12'	8	SEE DRAWING C-202
9	9.00	9" DIA. 12' LONG	12'	9	SEE DRAWING C-202
10	10.00	10" DIA. 12' LONG	12'	10	SEE DRAWING C-202
11	11.00	11" DIA. 12' LONG	12'	11	SEE DRAWING C-202
12	12.00	12" DIA. 12' LONG	12'	12	SEE DRAWING C-202
13	13.00	13" DIA. 12' LONG	12'	13	SEE DRAWING C-202
14	14.00	14" DIA. 12' LONG	12'	14	SEE DRAWING C-202
15	15.00	15" DIA. 12' LONG	12'	15	SEE DRAWING C-202
16	16.00	16" DIA. 12' LONG	12'	16	SEE DRAWING C-202
17	17.00	17" DIA. 12' LONG	12'	17	SEE DRAWING C-202
18	18.00	18" DIA. 12' LONG	12'	18	SEE DRAWING C-202
19	19.00	19" DIA. 12' LONG	12'	19	SEE DRAWING C-202
20	20.00	20" DIA. 12' LONG	12'	20	SEE DRAWING C-202
21	21.00	21" DIA. 12' LONG	12'	21	SEE DRAWING C-202
22	22.00	22" DIA. 12' LONG	12'	22	SEE DRAWING C-202
23	23.00	23" DIA. 12' LONG	12'	23	SEE DRAWING C-202
24	24.00	24" DIA. 12' LONG	12'	24	SEE DRAWING C-202
25	25.00	25" DIA. 12' LONG	12'	25	SEE DRAWING C-202
26	26.00	26" DIA. 12' LONG	12'	26	SEE DRAWING C-202
27	27.00	27" DIA. 12' LONG	12'	27	SEE DRAWING C-202
28	28.00	28" DIA. 12' LONG	12'	28	SEE DRAWING C-202
29	29.00	29" DIA. 12' LONG	12'	29	SEE DRAWING C-202
30	30.00	30" DIA. 12' LONG	12'	30	SEE DRAWING C-202
31	31.00	31" DIA. 12' LONG	12'	31	SEE DRAWING C-202
32	32.00	32" DIA. 12' LONG	12'	32	SEE DRAWING C-202
33	33.00	33" DIA. 12' LONG	12'	33	SEE DRAWING C-202
34	34.00	34" DIA. 12' LONG	12'	34	SEE DRAWING C-202
35	35.00	35" DIA. 12' LONG	12'	35	SEE DRAWING C-202
36	36.00	36" DIA. 12' LONG	12'	36	SEE DRAWING C-202
37	37.00	37" DIA. 12' LONG	12'	37	SEE DRAWING C-202
38	38.00	38" DIA. 12' LONG	12'	38	SEE DRAWING C-202
39	39.00	39" DIA. 12' LONG	12'	39	SEE DRAWING C-202
40	40.00	40" DIA. 12' LONG	12'	40	SEE DRAWING C-202
41	41.00	41" DIA. 12' LONG	12'	41	SEE DRAWING C-202
42	42.00	42" DIA. 12' LONG	12'	42	SEE DRAWING C-202
43	43.00	43" DIA. 12' LONG	12'	43	SEE DRAWING C-202
44	44.00	44" DIA. 12' LONG	12'	44	SEE DRAWING C-202
45	45.00	45" DIA. 12' LONG	12'	45	SEE DRAWING C-202
46	46.00	46" DIA. 12' LONG	12'	46	SEE DRAWING C-202
47	47.00	47" DIA. 12' LONG	12'	47	SEE DRAWING C-202
48	48.00	48" DIA. 12' LONG	12'	48	SEE DRAWING C-202
49	49.00	49" DIA. 12' LONG	12'	49	SEE DRAWING C-202
50	50.00	50" DIA. 12' LONG	12'	50	SEE DRAWING C-202
51	51.00	51" DIA. 12' LONG	12'	51	SEE DRAWING C-202
52	52.00	52" DIA. 12' LONG	12'	52	SEE DRAWING C-202
53	53.00	53" DIA. 12' LONG	12'	53	SEE DRAWING C-202
54	54.00	54" DIA. 12' LONG	12'	54	SEE DRAWING C-202
55	55.00	55" DIA. 12' LONG	12'	55	SEE DRAWING C-202
56	56.00	56" DIA. 12' LONG	12'	56	SEE DRAWING C-202
57	57.00	57" DIA. 12' LONG	12'	57	SEE DRAWING C-202
58	58.00	58" DIA. 12' LONG	12'	58	SEE DRAWING C-202
59	59.00	59" DIA. 12' LONG	12'	59	SEE DRAWING C-202
60	60.00	60" DIA. 12' LONG	12'	60	SEE DRAWING C-202
61	61.00	61" DIA. 12' LONG	12'	61	SEE DRAWING C-202
62	62.00	62" DIA. 12' LONG	12'	62	SEE DRAWING C-202
63	63.00	63" DIA. 12' LONG	12'	63	SEE DRAWING C-202
64	64.00	64" DIA. 12' LONG	12'	64	SEE DRAWING C-202
65	65.00	65" DIA. 12' LONG	12'	65	SEE DRAWING C-202
66	66.00	66" DIA. 12' LONG	12'	66	SEE DRAWING C-202
67	67.00	67" DIA. 12' LONG	12'	67	SEE DRAWING C-202
68	68.00	68" DIA. 12' LONG	12'	68	SEE DRAWING C-202
69	69.00	69" DIA. 12' LONG	12'	69	SEE DRAWING C-202
70	70.00	70" DIA. 12' LONG	12'	70	SEE DRAWING C-202
71	71.00	71" DIA. 12' LONG	12'	71	SEE DRAWING C-202
72	72.00	72" DIA. 12' LONG	12'	72	SEE DRAWING C-202
73	73.00	73" DIA. 12' LONG	12'	73	SEE DRAWING C-202
74	74.00	74" DIA. 12' LONG	12'	74	SEE DRAWING C-202
75	75.00	75" DIA. 12' LONG	12'	75	SEE DRAWING C-202
76	76.00	76" DIA. 12' LONG	12'	76	SEE DRAWING C-202
77	77.00	77" DIA. 12' LONG	12'	77	SEE DRAWING C-202
78	78.00	78" DIA. 12' LONG	12'	78	SEE DRAWING C-202
79	79.00	79" DIA. 12' LONG	12'	79	SEE DRAWING C-202
80	80.00	80" DIA. 12' LONG	12'	80	SEE DRAWING C-202
81	81.00	81" DIA. 12' LONG	12'	81	SEE DRAWING C-202
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85	85.00	85" DIA. 12' LONG	12'	85	SEE DRAWING C-202
86	86.00	86" DIA. 12' LONG	12'	86	SEE DRAWING C-202
87	87.00	87" DIA. 12' LONG	12'	87	SEE DRAWING C-202
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89	89.00	89" DIA. 12' LONG	12'	89	SEE DRAWING C-202
90	90.00	90" DIA. 12' LONG	12'	90	SEE DRAWING C-202
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92	92.00	92" DIA. 12' LONG	12'	92	SEE DRAWING C-202
93	93.00	93" DIA. 12' LONG	12'	93	SEE DRAWING C-202
94	94.00	94" DIA. 12' LONG	12'	94	SEE DRAWING C-202
95	95.00	95" DIA. 12' LONG	12'	95	SEE DRAWING C-202
96	96.00	96" DIA. 12' LONG	12'	96	SEE DRAWING C-202
97	97.00	97" DIA. 12' LONG	12'	97	SEE DRAWING C-202
98	98.00	98" DIA. 12' LONG	12'	98	SEE DRAWING C-202
99	99.00	99" DIA. 12' LONG	12'	99	SEE DRAWING C-202
100	100.00	100" DIA. 12' LONG	12'	100	SEE DRAWING C-202

The entire width of all private roadways is dedicated as a permanent easement to the County of Oakland for the purposes of ingress and egress and for developing, establishing, constructing, repairing, or maintaining the water supply system and sanitary sewer system. Also, there exists a 20 ft. wide permanent easement for the water supply system and sanitary sewer system granted to the County of Oakland and centered on the systems as located within the limited and general common elements of this condominium.

PONTIAC WOODS
PONTIAC OAKLAND TECH CENTER

PONTIAC, MICHIGAN

SHEET TITLE
SCHEDULES



3000 Lakeside Drive, Suite 100
Ann Arbor, MI 48106
Tel: 734.769.4000 Fax: 734.769.4111

PROJECT NUMBER	EXHIBIT NUMBER
DATE	DATE
PROJECT NUMBER	EXHIBIT NUMBER
DATE	DATE

LAST SAID: 05/31/2002 16:13 IP: 192.168.1.100 USER: J... DATE: 05/31/2002 16:13

PROJECT TITLE	PONTIAC WOODS PONTIAC GARDEN TECH CENTER
PROJECT LOCATION	PONTIAC, MICHIGAN
CLIENT	ARCADIS GIFFELS
PROJECT MANAGER	J. GIBBLE JR.
DESIGNER	DEPARTMENT MANAGER
CHECKED	DEPARTMENT MANAGER
DATE	05/31/2002

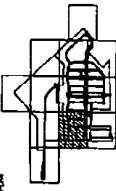

ITEM	LENGTH	IN SET	POINT TO POINT	REMARKS
276	13.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-112
277	9.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
278	13.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
279	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
280	13.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
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282	13.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113

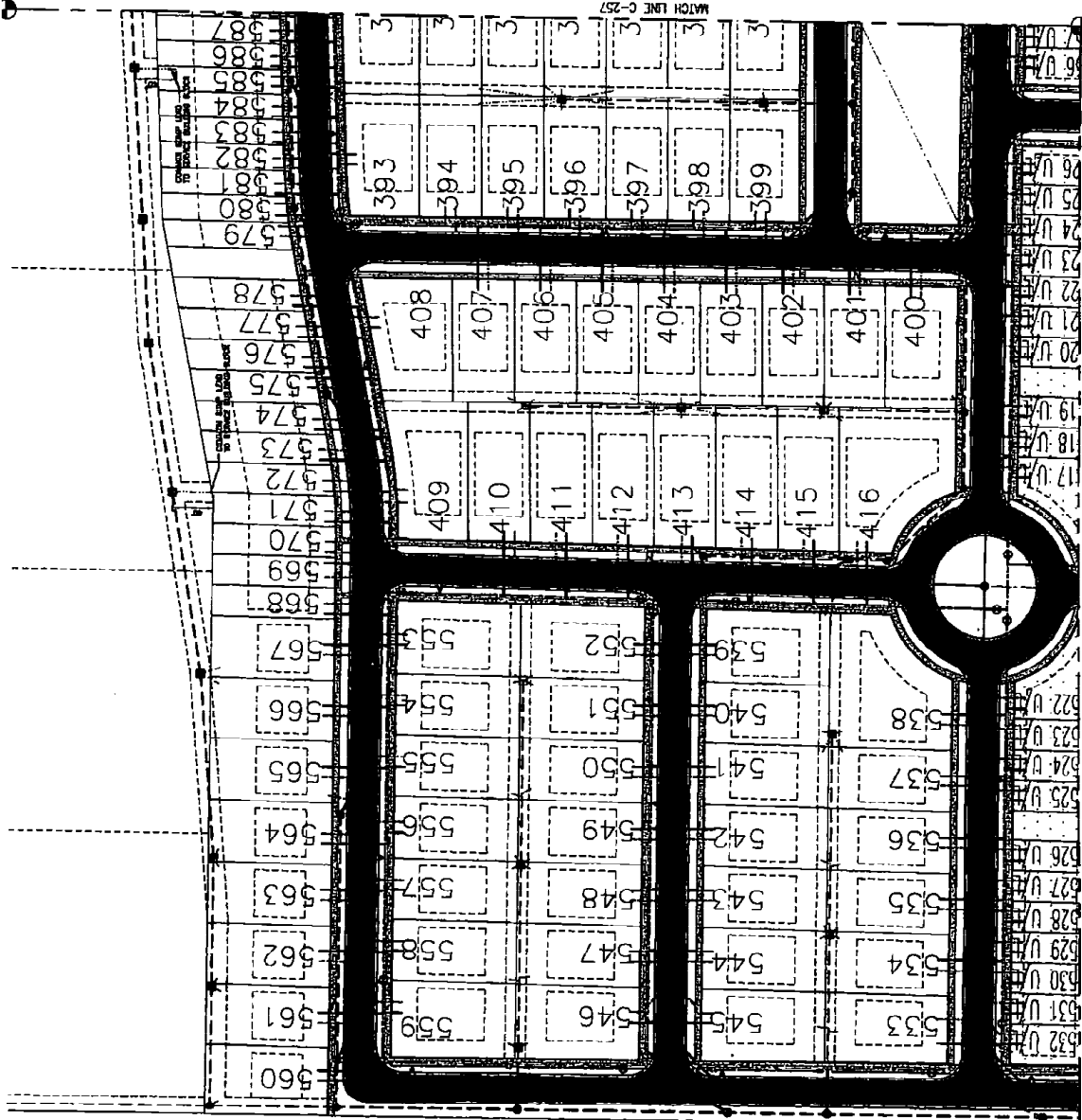
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286	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
287	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
288	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
289	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
290	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
291	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
292	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
293	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
294	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
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296	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113
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ITEM	LENGTH	IN SET	POINT TO POINT	REMARKS
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400	11.17	6"	ENTRANCE TO 8'x10' TIE	SEE DRAWING C-113

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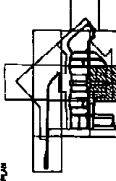
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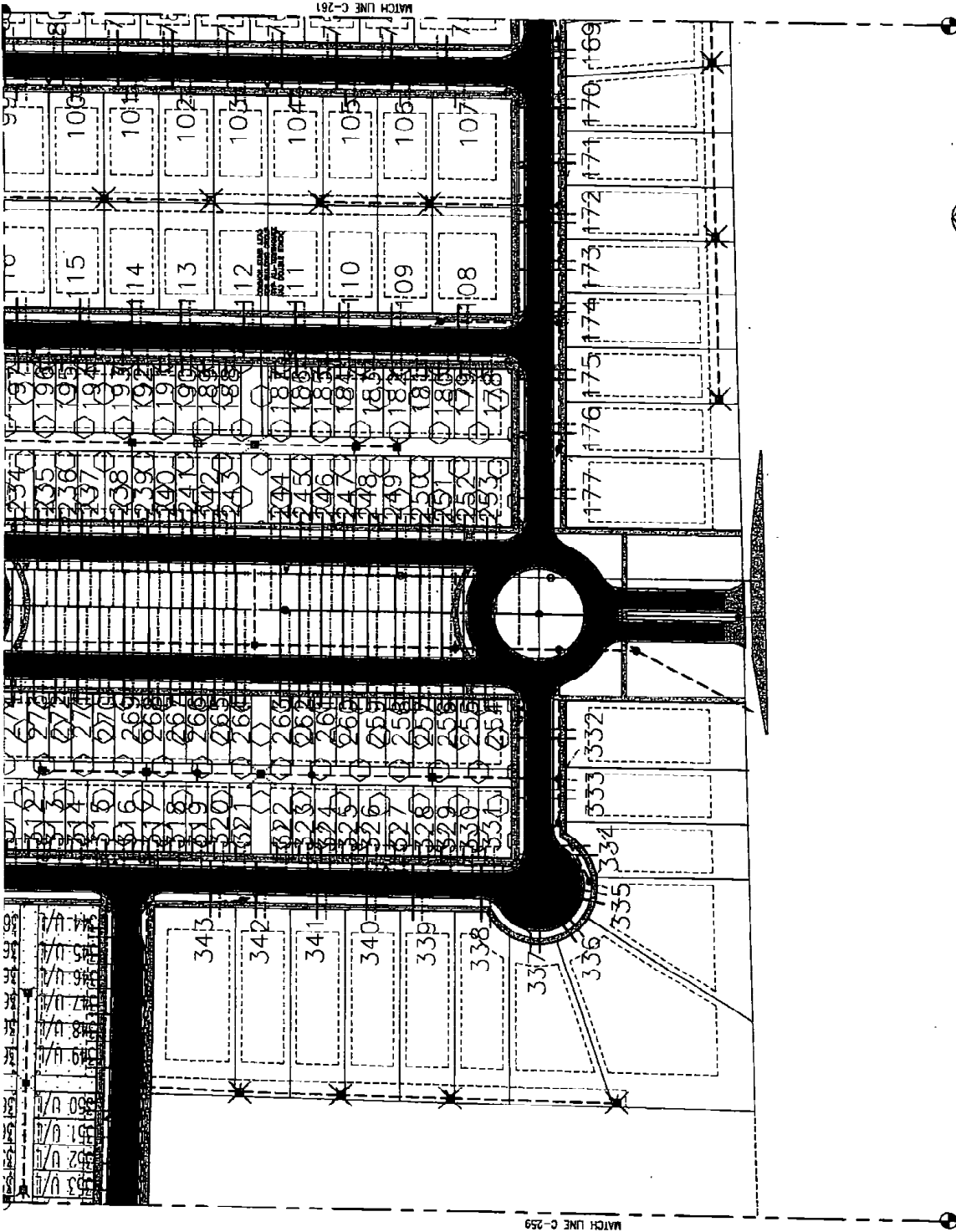
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	DATE 01/13/2002				DRAWN BY J. BROWN	CHECKED BY J. FEE



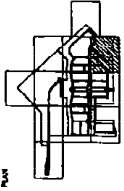

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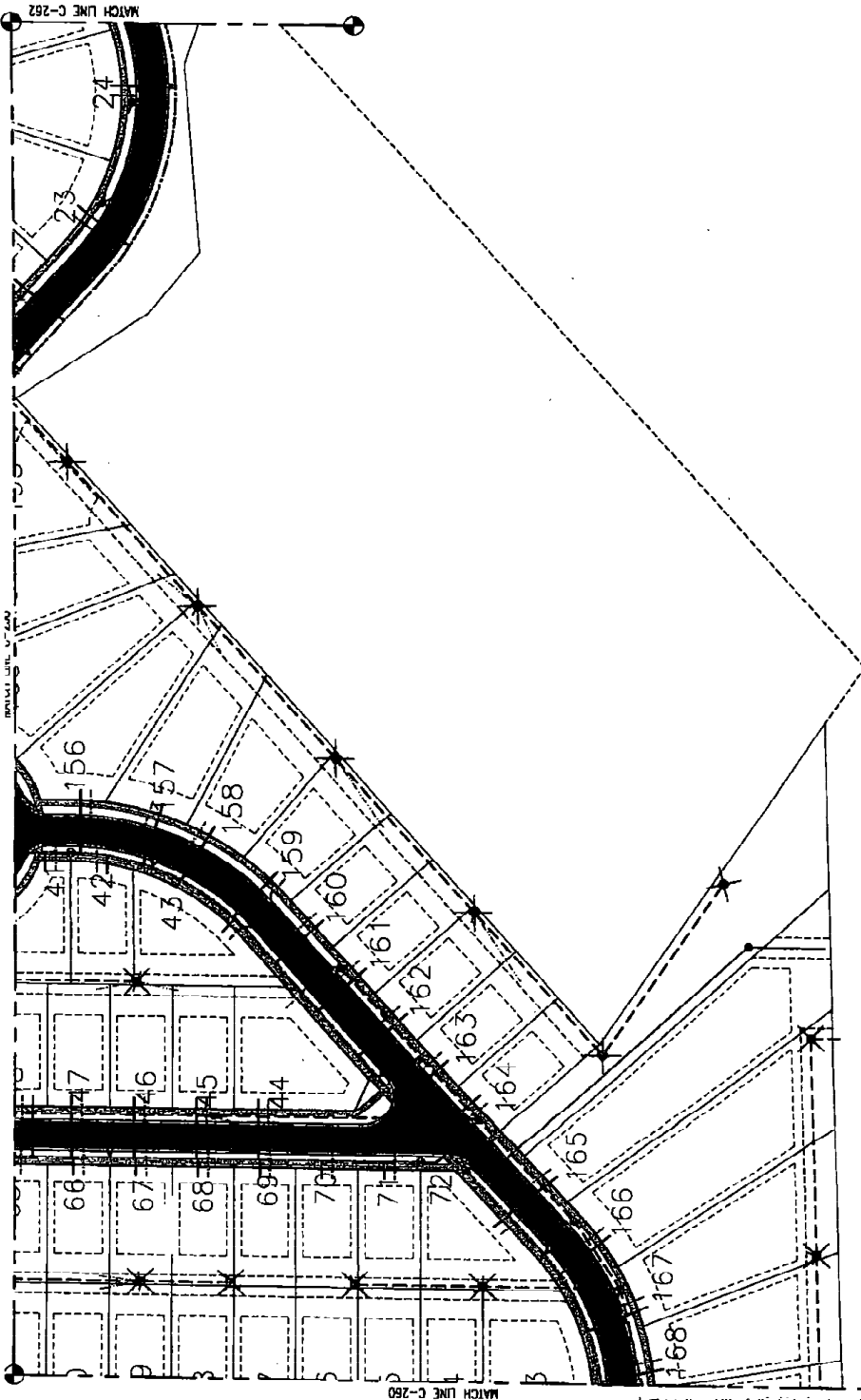
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	CALCULATED BY: JAC DATE: 05/13/2022 DRAWN BY: JAC CHECKED BY: JAC	PONTIAC HOODS PONTIAC OAKLAND TECH CENTER	PONTIAC, MICHIGAN	ARCADIS GIFFELS 15000 Independence Ave., S.W. 4th Fl. 3025 Burien, WA 98148-3025 Tel: (206) 835-3333 Fax: (206) 835-3311 www.arcadis-giffels.com	PROJECT MANAGER J. EDWARDS, JR. LEAD DESIGNER S. FOLEY DESIGNER J. DUTT	PROJECT NUMBER 2021-001	SHEET NUMBER 22 OF 24
	SHEET TITLE PART LEAD PLAN	PROJECT FILE PONTIAC HOODS PONTIAC OAKLAND TECH CENTER	SHEET TITLE PONTIAC, MICHIGAN	PROJECT NUMBER 2021-001	SHEET NUMBER 22 OF 24		



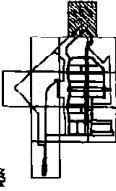

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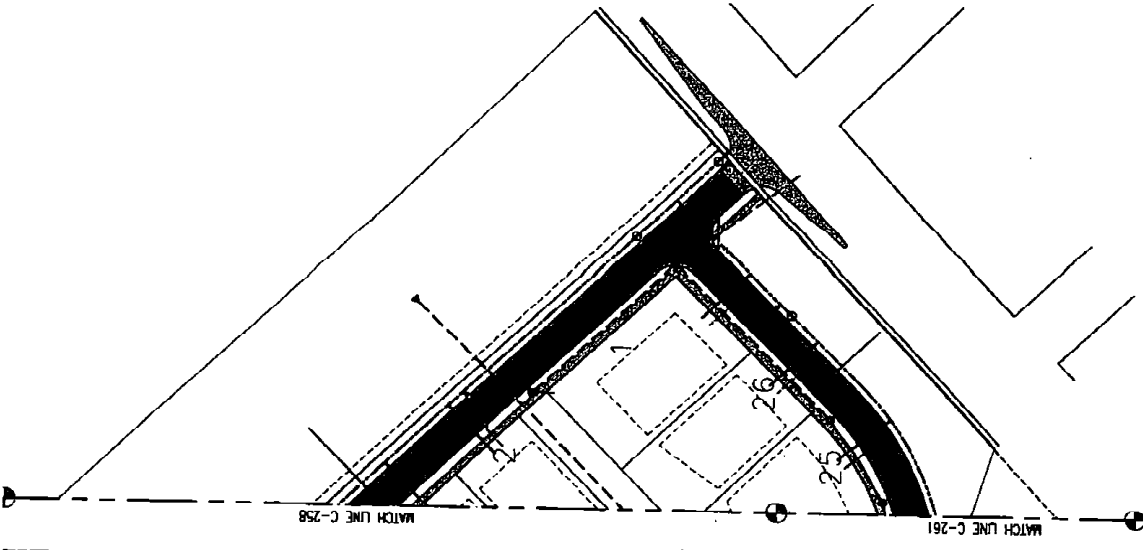
	SCHEDULED SLABS NOT EXISTING NOT PLAN	PROJECT TITLE PONTIAC WOODS PONTIAC OAKLAND TECH CENTER	PROJECT LOCATION PONTIAC, MICHIGAN	 ARCADIS GIFFELS 2000 Lakeside Drive, 200 West 20th Detroit, Michigan, MI 48226 Tel: (313) 487-4000 Fax: (313) 487-4111	PROJECT MANAGER J. GIBSON, JR. J. GIBSON, JR. J. GIBSON, JR.	DEPARTMENT MANAGER J. GIBSON, JR. J. GIBSON, JR.
	SHEET TITLE PART LEAD PLAN	PROJECT MANAGER J. GIBSON, JR. J. GIBSON, JR.	DEPARTMENT MANAGER J. GIBSON, JR. J. GIBSON, JR.			



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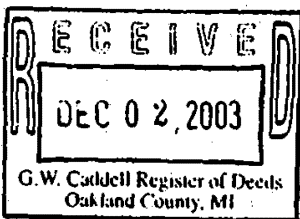
CHANGES NO. DATE DATE BY DESCRIPTION		PROJECT TITLE PONTIAC WOODS PONTIAC OAKLAND TECH CENTER PONTIAC, MICHIGAN	SHEET TITLE PART LEAD PLAN	 ARCADIS GIFFELS Robert A. Giffels, P.E. Loren L. Giffels, P.E. 21000 Telegraph Road, P.O. Box 20775 Detroit, Michigan 48216 Tel: (313) 381-2000 Fax: (313) 381-1111	PROJECT MANAGER J. C. DEWITT, JR. / P.E.	DEPARTMENT MANAGER / P.E.
					LEAD DESIGNER J. C. DEWITT, JR. / P.E.	CHECKED / P.E.



The entire width of all private roadways is dedicated as a permanent easement to the County of Oakland for the purposes of ingress and egress and for developing, establishing, constructing, repaving, or maintaining the water supply system and sanitary sewer system. Also, there exists a 20 ft. wide permanent easement for the water supply system and sanitary sewer system granted to the County of Oakland and centered on the systems as located within the limited and general common elements of this condominium.

LIBER 31570 PG 338

LIBER 31570 PAGE 338
13.00 MISC RECORDING
4.00 DOCUMENTATION
12-02-2003 DEPTEN A.R. RECEIVED COUNTY
FILED RECORDED - OAKLAND COUNTY
G. WELLS FADDELL, CLERK REGISTER OF DEEDS



FIRST AMENDMENT TO MASTER DEED

THE VILLAGE AT STONEGATE POINTE

THIS FIRST AMENDMENT TO MASTER DEED ("First Amendment") is made and executed on this 21ST day of OCTOBER, 2003, by **ELTEL ASSOCIATES LLC**, a Michigan limited liability company (hereinafter referred to as "Developer"), whose address is 25200 Telegraph Road, Suite 410, Southfield, Michigan 48034, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

RECITALS:

A. Developer established The Village at Stonegate Pointe (the "Condominium Project") as a condominium project pursuant to a Master Deed recorded on February 12, 2003, in Liber 27952, Page 1, Oakland County Records, Oakland County Condominium Subdivision Plan No. 1510 (the "Master Deed"). Capitalized terms used in this First Amendment and not otherwise defined herein shall have the meaning given to such terms in the Master Deed, as amended.

B. Pursuant to the authority reserved to Developer under Sections 7.1 and 10.2 of the Master Deed and under Section 90(1) of the Act, Developer desires to amend the Master Deed (including the Condominium Subdivision Plan attached thereto as Exhibit B) for the purpose of modifying the Condominium Subdivision Plan to revise Building 5.

NOW, THEREFORE, Developer, by recording this First Amendment, hereby amends the Master Deed as follows:

ARTICLE I

CONDOMINIUM SUBDIVISION PLAN

Sheets 1, 4, 7 and 10 through 16, inclusive, of Oakland County Subdivision Plan 1510, attached hereto shall, upon the recording of this First Amendment with the Oakland County Register of Deeds, replace and supersede sheets 1, 4, 7 and 10 through 16, inclusive, of Oakland County Subdivision Plan 1510. Each Unit in the Condominium Project is described in the Oakland County Condominium Subdivision Plan 1510 recorded on February 12, 2003, in Liber 27952, Page 1, Oakland County Records.

11-30-253 049-49 14-30-253-055-55
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-052 -52
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-056 -56
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-060 -60

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11-30-253-000-FMT

J.K. - MH

LIBER 31570 PG 339

**ARTICLE II
RATIFICATION**

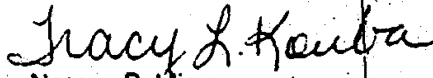
Except as provided in this First Amendment, the original Master Deed of The Village at Stonegate Pointe, including the Condominium Bylaws attached thereto as Exhibit A and the Condominium Subdivision Plan attached thereto as Exhibit B, shall continue in full force and is hereby ratified and confirmed. In the event that there is any conflict between the provisions of this First Amendment and the provisions of the Master Deed, and the exhibits thereto, the provisions of this Second Amendment shall control.

ELTEL ASSOCIATES LLC.
a Michigan limited liability company

By: 
Walter Cohen, Member

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 21st day of Oct, 2003, by Walter Cohen, a Member of Eltel Associates LLC, a Michigan limited liability company, on behalf of said company.

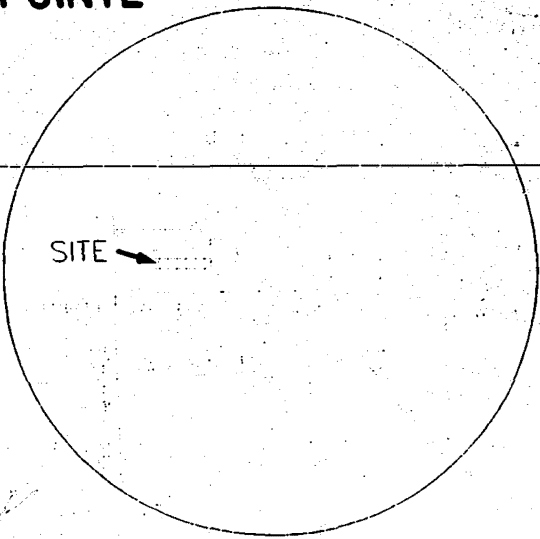
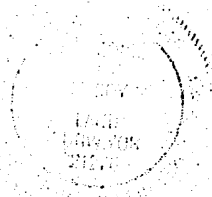

Notary Public.
acting in Oakland County
TRACY KOUBA
Notary Public, Wayne County, Michigan
My Commission Expires November 20, 2003

**DRAFTED BY AND WHEN
RECORDED RETURN TO:**
Michael W. Benoit, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195
(248) 353-7620

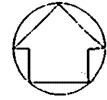
REPLAT No 1 to Master Deed
OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN # 1510
EXHIBIT "B" TO THE MASTER DEED OF

"THE VILLAGE AT STONEGATE POINTE"

CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN



VICINITY MAP

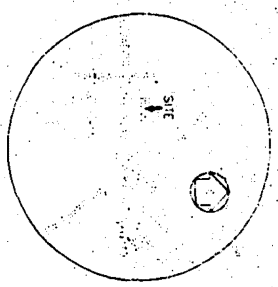
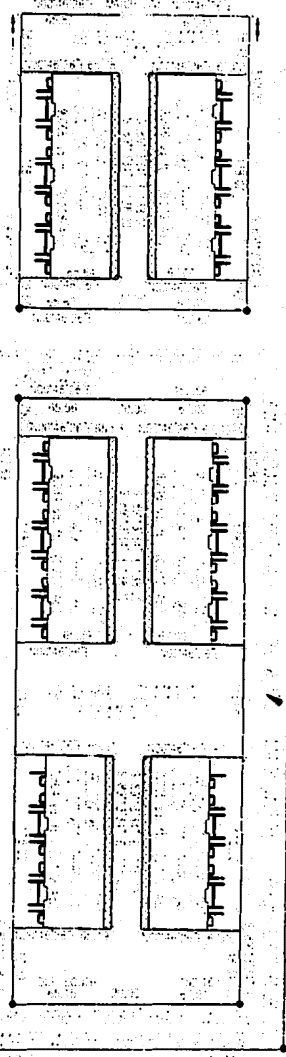


Approved

USER 31510 PG 343

LIBER 31570 PG 341

ARCADIS



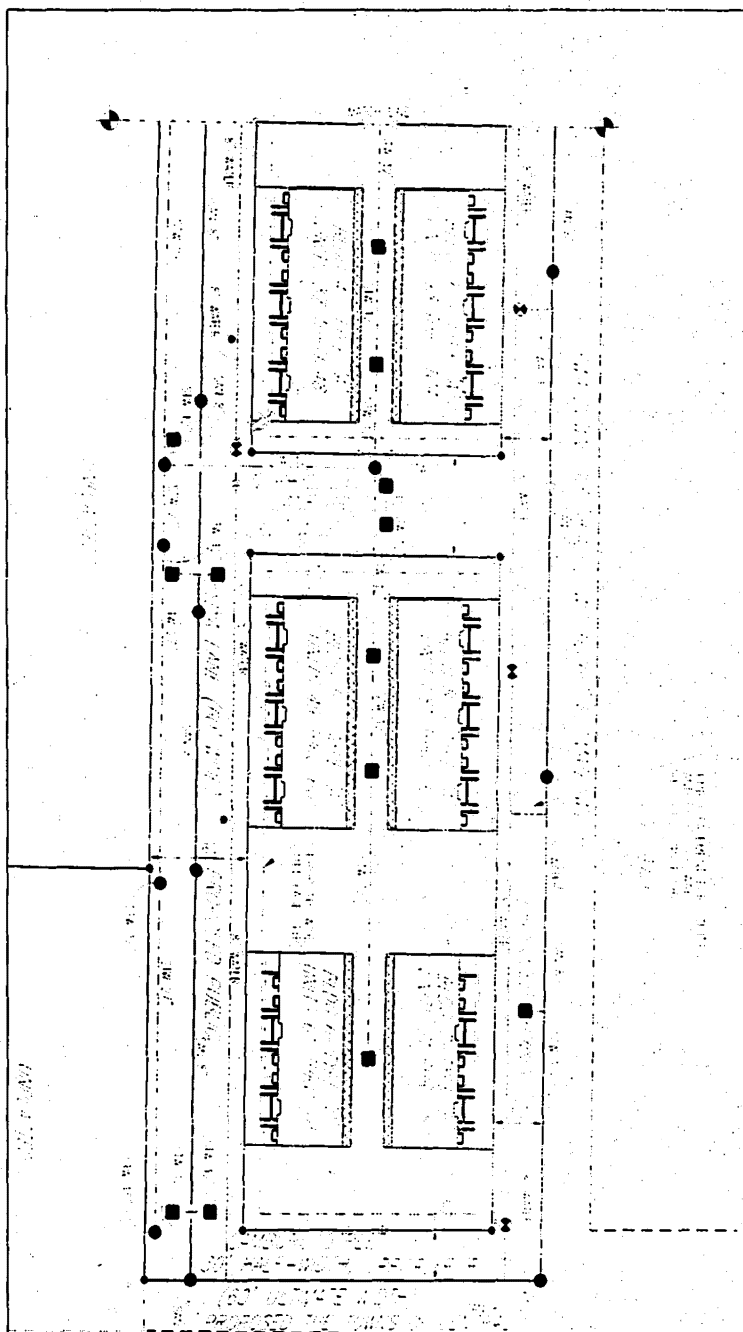
VICINITY MAP

Handwritten signature or initials

SURVEY PLAN
SHEET NO. 4



31570 PG 343



UTILITY PLAN
SHEET No. 10

ARCADIS
 Environmental Services, Inc.
 10000 Regency Dr.
 Suite 100
 Irvine, CA 92618
 Tel: 949.450.1000
 Fax: 949.450.1001

Notes:
 1. All utility lines shown are based on field data.
 2. All utility lines shown are based on field data.
 3. All utility lines shown are based on field data.
 4. All utility lines shown are based on field data.

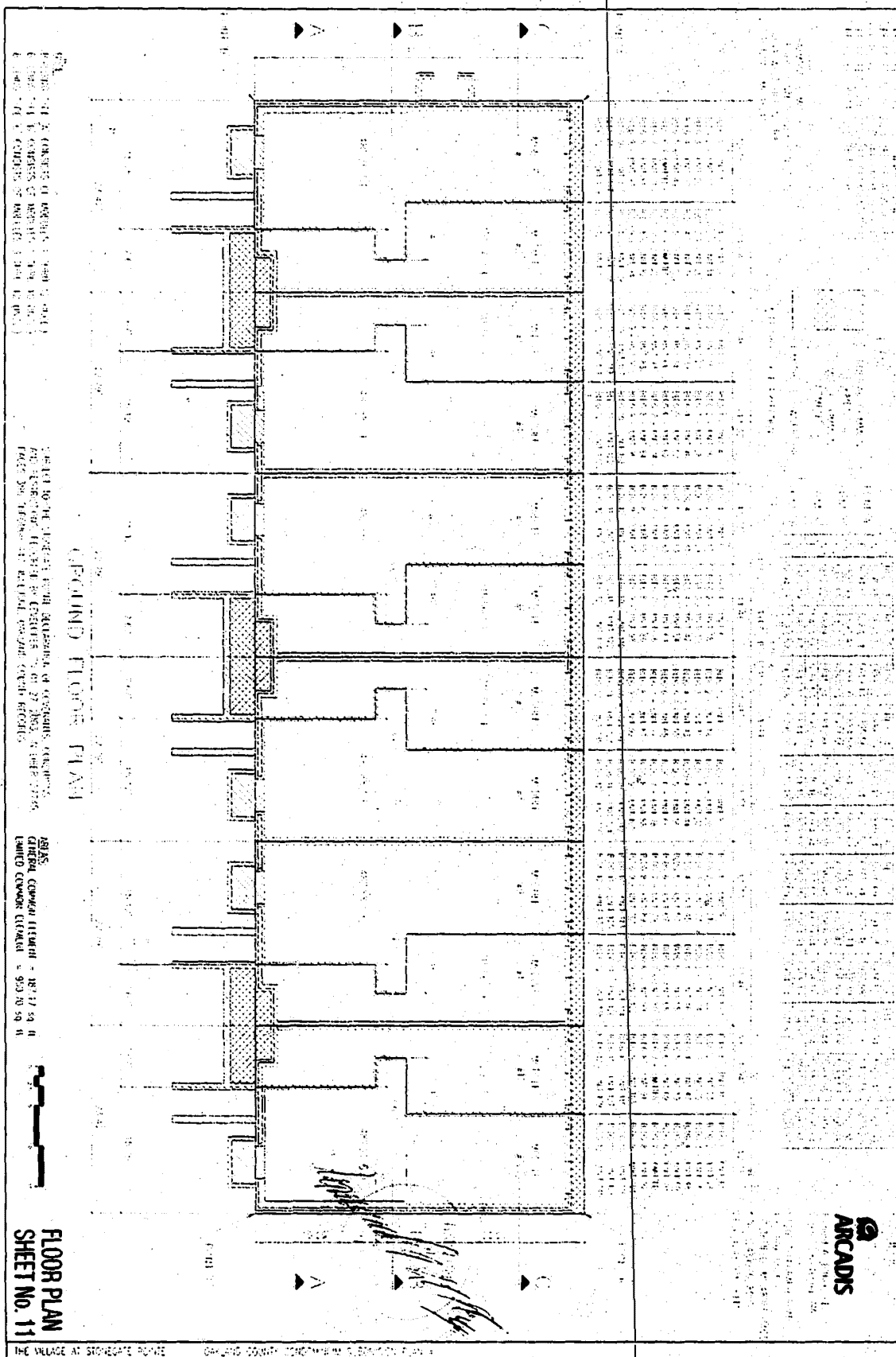
Legend:
 - - - - - Proposed Utility Lines
 - - - - - Existing Utility Lines
 - - - - - Proposed Structure Footprints
 - - - - - Existing Structure Footprints



Signature
 Date: 10/10/10

LIBER 31570 PG 344

11



FLOOR PLAN

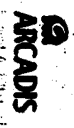
1. ALL CONCRETE TO BE PLACED IN ONE POUR.
 2. ALL CONCRETE TO BE CURED FOR 7 DAYS.
 3. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 4. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.

5. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 6. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 7. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 8. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.

9. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 10. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 11. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.
 12. ALL CONCRETE TO BE FINISHED TO THE FINISH GRADE.



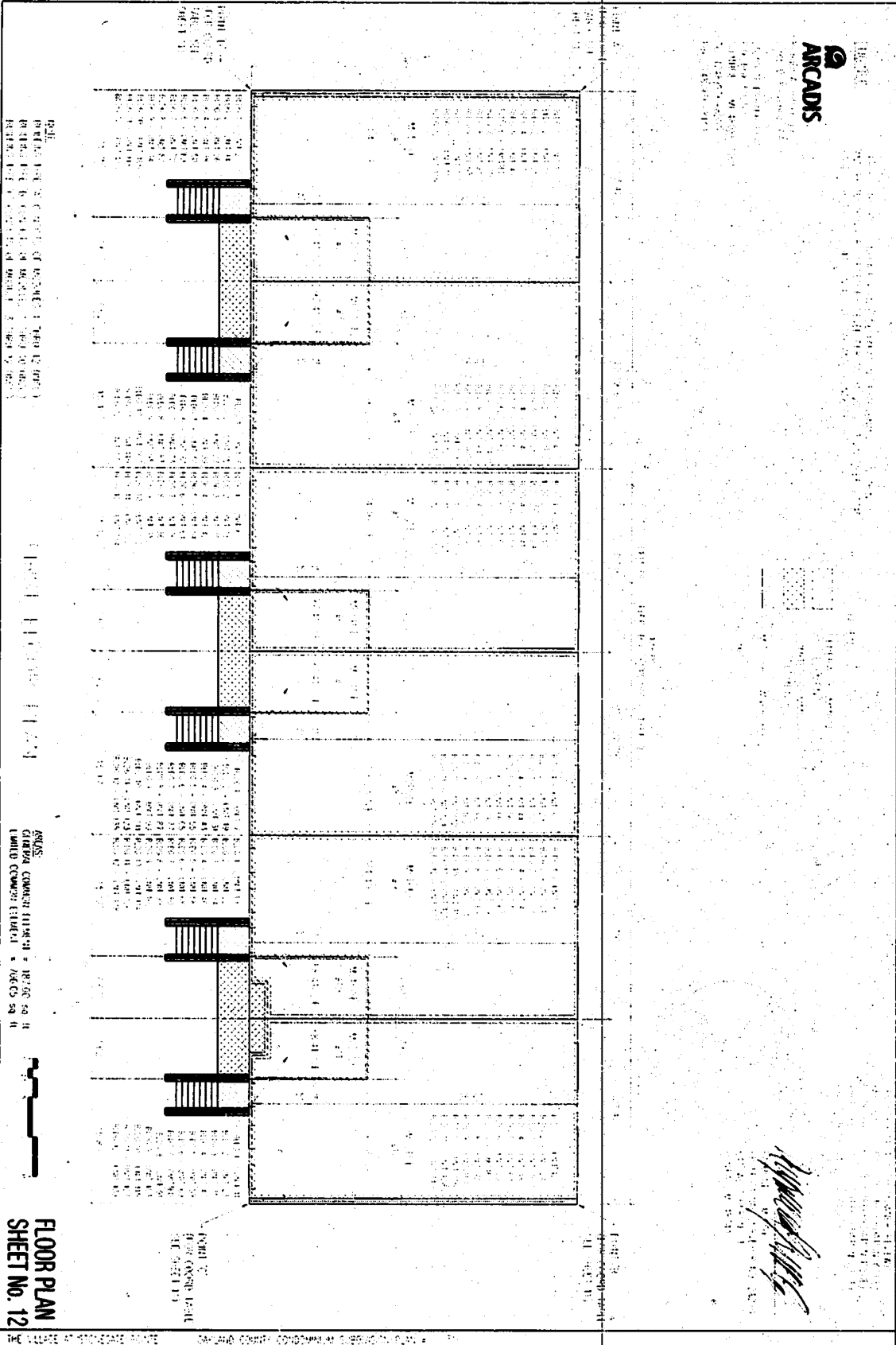
FLOOR PLAN
 SHEET NO. 11



LIBER 31570 PG 345



ARCADIS
10000
10000
10000



NOTE:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISH FLOOR IS TO BE 1/2" ABOVE FINISH GRADE.
3. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.
4. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.

GENERAL NOTES:
1. ALL DIMENSIONS ARE TO FACE UNLESS NOTED OTHERWISE.
2. FINISH FLOOR IS TO BE 1/2" ABOVE FINISH GRADE.
3. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.
4. FINISH GRADE IS TO BE 1/2" ABOVE FINISH GRADE.

ARCADIS
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10000
10000

FLOOR PLAN
SHEET NO. 12

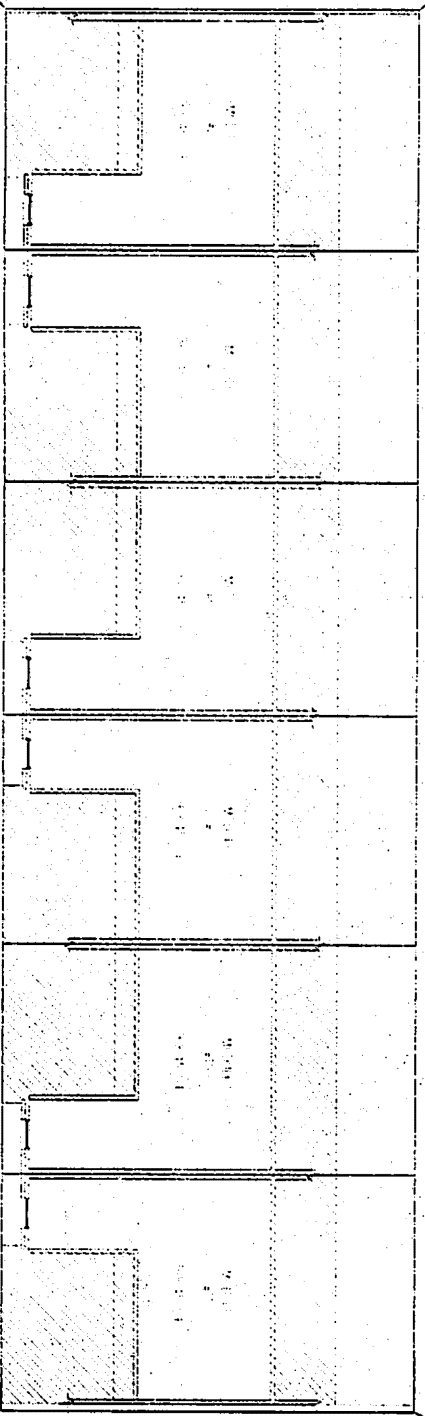
[Handwritten signature]

LIBER 31570 PG 347



ARCADIS
1100 BROADWAY
SUITE 2000
SAN FRANCISCO, CA 94103
TEL: 415.774.2000
WWW.ARCADIS.COM

NO.	DESCRIPTION	AREA (SQ. FT.)	PERCENT	TOTAL AREA (SQ. FT.)
1	UNIT 101	1,100	10.0	11,000
2	UNIT 102	1,100	10.0	11,000
3	UNIT 103	1,100	10.0	11,000
4	UNIT 104	1,100	10.0	11,000
5	UNIT 105	1,100	10.0	11,000
6	UNIT 106	1,100	10.0	11,000
7	UNIT 107	1,100	10.0	11,000
8	UNIT 108	1,100	10.0	11,000
9	UNIT 109	1,100	10.0	11,000
10	UNIT 110	1,100	10.0	11,000
11	UNIT 111	1,100	10.0	11,000
12	UNIT 112	1,100	10.0	11,000
13	UNIT 113	1,100	10.0	11,000
14	UNIT 114	1,100	10.0	11,000
15	UNIT 115	1,100	10.0	11,000
16	UNIT 116	1,100	10.0	11,000
17	UNIT 117	1,100	10.0	11,000
18	UNIT 118	1,100	10.0	11,000
19	UNIT 119	1,100	10.0	11,000
20	UNIT 120	1,100	10.0	11,000
21	UNIT 121	1,100	10.0	11,000
22	UNIT 122	1,100	10.0	11,000
23	UNIT 123	1,100	10.0	11,000
24	UNIT 124	1,100	10.0	11,000
25	UNIT 125	1,100	10.0	11,000
26	UNIT 126	1,100	10.0	11,000
27	UNIT 127	1,100	10.0	11,000
28	UNIT 128	1,100	10.0	11,000
29	UNIT 129	1,100	10.0	11,000
30	UNIT 130	1,100	10.0	11,000
31	UNIT 131	1,100	10.0	11,000
32	UNIT 132	1,100	10.0	11,000
33	UNIT 133	1,100	10.0	11,000
34	UNIT 134	1,100	10.0	11,000
35	UNIT 135	1,100	10.0	11,000
36	UNIT 136	1,100	10.0	11,000
37	UNIT 137	1,100	10.0	11,000
38	UNIT 138	1,100	10.0	11,000
39	UNIT 139	1,100	10.0	11,000
40	UNIT 140	1,100	10.0	11,000
41	UNIT 141	1,100	10.0	11,000
42	UNIT 142	1,100	10.0	11,000
43	UNIT 143	1,100	10.0	11,000
44	UNIT 144	1,100	10.0	11,000
45	UNIT 145	1,100	10.0	11,000
46	UNIT 146	1,100	10.0	11,000
47	UNIT 147	1,100	10.0	11,000
48	UNIT 148	1,100	10.0	11,000
49	UNIT 149	1,100	10.0	11,000
50	UNIT 150	1,100	10.0	11,000
51	UNIT 151	1,100	10.0	11,000
52	UNIT 152	1,100	10.0	11,000
53	UNIT 153	1,100	10.0	11,000
54	UNIT 154	1,100	10.0	11,000
55	UNIT 155	1,100	10.0	11,000
56	UNIT 156	1,100	10.0	11,000
57	UNIT 157	1,100	10.0	11,000
58	UNIT 158	1,100	10.0	11,000
59	UNIT 159	1,100	10.0	11,000
60	UNIT 160	1,100	10.0	11,000
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64	UNIT 164	1,100	10.0	11,000
65	UNIT 165	1,100	10.0	11,000
66	UNIT 166	1,100	10.0	11,000
67	UNIT 167	1,100	10.0	11,000
68	UNIT 168	1,100	10.0	11,000
69	UNIT 169	1,100	10.0	11,000
70	UNIT 170	1,100	10.0	11,000
71	UNIT 171	1,100	10.0	11,000
72	UNIT 172	1,100	10.0	11,000
73	UNIT 173	1,100	10.0	11,000
74	UNIT 174	1,100	10.0	11,000
75	UNIT 175	1,100	10.0	11,000
76	UNIT 176	1,100	10.0	11,000
77	UNIT 177	1,100	10.0	11,000
78	UNIT 178	1,100	10.0	11,000
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80	UNIT 180	1,100	10.0	11,000
81	UNIT 181	1,100	10.0	11,000
82	UNIT 182	1,100	10.0	11,000
83	UNIT 183	1,100	10.0	11,000
84	UNIT 184	1,100	10.0	11,000
85	UNIT 185	1,100	10.0	11,000
86	UNIT 186	1,100	10.0	11,000
87	UNIT 187	1,100	10.0	11,000
88	UNIT 188	1,100	10.0	11,000
89	UNIT 189	1,100	10.0	11,000
90	UNIT 190	1,100	10.0	11,000
91	UNIT 191	1,100	10.0	11,000
92	UNIT 192	1,100	10.0	11,000
93	UNIT 193	1,100	10.0	11,000
94	UNIT 194	1,100	10.0	11,000
95	UNIT 195	1,100	10.0	11,000
96	UNIT 196	1,100	10.0	11,000
97	UNIT 197	1,100	10.0	11,000
98	UNIT 198	1,100	10.0	11,000
99	UNIT 199	1,100	10.0	11,000
100	UNIT 200	1,100	10.0	11,000



FLOOR PLAN

DATE: 10/15/10
PROJECT: THE VILLAGE AT STONEDALE POINTE
SHEET NO. 14

SCALE: 1/8" = 1'-0"
GENERAL CONTRACTOR: [Name]
DATE: 10/15/10

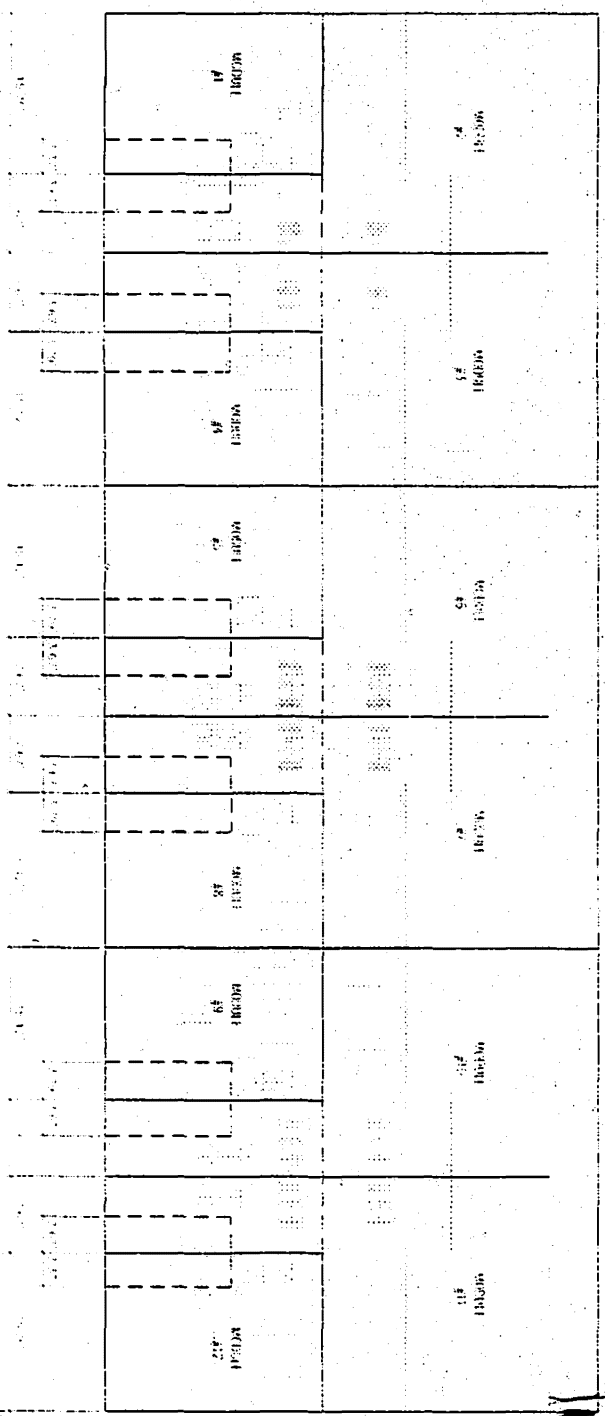
FLOOR PLAN
SHEET NO. 14

LIBER 31570 PG 348

NOTE:
ELEVATIONS ARE TO CENTER OF GRADE UNLESS OTHERWISE NOTED.
ELEVATIONS ARE TO CENTER OF GRADE UNLESS OTHERWISE NOTED.
ELEVATIONS ARE TO CENTER OF GRADE UNLESS OTHERWISE NOTED.

PROJECT ELEVATIONS

ELEVATIONS
SHEET NO. 15

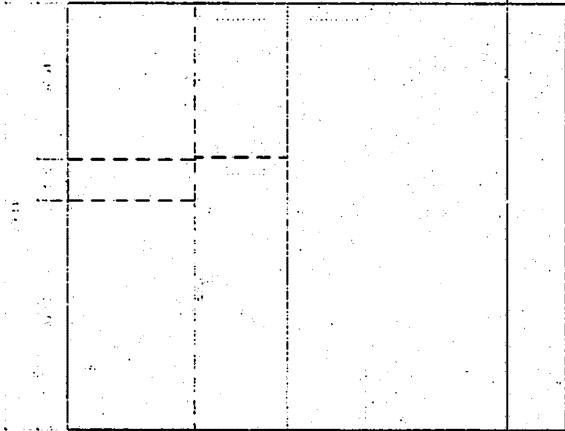


Lot	Area	Perimeter	Volume	Area	Perimeter	Volume	Area	Perimeter	Volume
64	183.06								
65	182.80								
66	183.14								
67	183.74								
68	183.84								
69	183.84								

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Handwritten signature





WATER	WATER	WATER	WATER	WATER	WATER
WATER	WATER	WATER	WATER	WATER	WATER

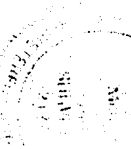
WATER	WATER	WATER	WATER	WATER	WATER
WATER	WATER	WATER	WATER	WATER	WATER

WATER	WATER	WATER	WATER	WATER	WATER
WATER	WATER	WATER	WATER	WATER	WATER

1:1000

1:1000

1:1000



Handwritten signature and notes.

Vertical text on the right side of the page.

33

Vertical text on the left side of the page.

ELEVATIONS SHEET NO. 16

64903
LIBER 27952 PAGE 1
\$135.00 MISC RECORDING
\$2.00 REMONUMENTATION
02/12/2003 11:57:52 A.M. RECEIPT# 12371
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEED

OAKLAND COUNTY TREASURERS CERTIFICATE
I HEREBY CERTIFY that there are no TAX LIENS or TITLES
owed by the state or any individual against the within description
and all TAXES on same are paid for five years previous to the
date of this instrument, as appears by the records in the office
except as stated

C. HUGH DOHANY

us.
28.00

C. HUGH DOHANY, County Treasurer
Gen. 183, Act 203, 1893 as amended

003135

2-12-03

MASTER DEED

THE VILLAGE AT STONEGATE POINTE

THIS MASTER DEED is made and executed on this 27th day of January, 2003, by Eitel Associates LLC, a Michigan limited liability company (hereinafter referred to as ADeveloper), whose address 25200 Telegraph Road, Suite 410, Southfield, Michigan 48034, pursuant to the provisions of the Michigan Condominium Act (Act 59 of the Public Acts of 1978, as amended).

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

WSP
WR

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

ARTICLE I

9001510

TITLE AND NATURE

The Condominium Project shall be known as The Village at Stonegate Pointe, Oakland County Condominium Subdivision Plan No. 1510. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, area and volume of each Unit, are set forth completely in the Condominium Subdivision Plan attached to this Master Deed as Exhibit B. Each Unit is capable of individual utilization by virtue of having a common entrance from and exit to the roadways located throughout the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit and shall have an undivided and inseparable right to share with other Co-owners the Common Elements of the Condominium Project.

O.K. - MH

O.K. - RC

ARTICLE II

LEGAL DESCRIPTION

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

PART OF THE NORTH 1/2 OF SECTION 30, T3N, R10E, CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS:

COMMENCING AT THE SW ¼ OF SECTION 19, REMON. CORNER REC. L.21052 P.154, THENCE N 00° 15' 07" W, 4.99 FEET TO PROPERTY CONTROLLING CORNER, (PREVIOUSLY RECORDED AS THE SOUTHWEST CORNER OF SECTION 19, T3N, R10E); THENCE S 89° 16' 27" E, 1453.02 FEET; THENCE S 00° 14' 18" E, 1431.34 FEET TO THE POINT OF BEGINNING; THENCE S 89° 13' 34" E, 1449.48 FEET; THENCE DUE SOUTH, 242.14 FEET; THENCE N 89° 17' 08" W, 885.10 FEET; THENCE N 00° 16' 27" W, 30.00 FEET; THENCE N 89° 17' 08" W, 563.33 FEET; THENCE N 00° 14' 18" W, 213.65 FEET TO THE POINT OF BEGINNING. CONTAINING 335,005 SQUARE FEET (7.691 ACRES) MORE OR LESS AND SUBJECT TO ANY EASEMENTS AND/OR RESTRICTIONS OF RECORD.

ARTICLE III

pt 14-30-200-007

DEFINITIONS

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

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

Section 3.2 AAmentities means structures and improvements, if any, located anywhere within the General Common Elements and Limited Common Elements of the Condominium Project, such as entranceway monuments, street signs and other signage, detention pond areas, landscaping features, fences, and walls.

Section 3.3 AAssociation means The Village at Stonegate Pointe Condominium Association, which is the nonprofit corporation organized under Michigan law of which all Co-owners shall be members, and which shall administer, operate, manage and maintain the Condominium. Any action which the Association is required or entitled to take shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

Section 3.4 ABuilding means each of the structures located within the Project, as identified the Condominium Subdivision Plan. Each building contains separate Condominium Units.

Section 3.5 ABylaws means Exhibit A attached to this Master Deed, which sets forth the substantive rights and obligations of the Co-owners and which is required by Section 3(8) of the Act to be recorded as part of the Master Deed. The Bylaws shall also constitute the corporate bylaws of the Association as allowed under the Michigan Nonprofit Corporation Act, as amended.

Section 3.6 City# means the City of Pontiac.

Section 3.7 Common Elements#, where used without modification, means both the General and Limited Common Elements described in Article IV below.

Section 3.8 Condominium Documents# means this Master Deed and Exhibits A and B hereto, and the Articles of Incorporation of the Association, as any or all of the foregoing may be amended from time to time.

Section 3.9 Condominium Premises# means the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Village at Stonegate Pointe.

Section 3.10 Condominium Project#, Condominium# or Project# are used synonymously to refer to The Village at Stonegate Pointe.

Section 3.11 Condominium Subdivision Plan# means Exhibit B to this Master Deed.

Section 3.12 Consolidating Master Deed# means the final amended Master Deed which shall describe The Village at Stonegate Pointe, as a completed Condominium Project, and all Units and Common Elements therein. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede this recorded Master Deed for the Condominium and all amendments thereto.

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

Section 3.14 "Co-owner" means an individual, firm, corporation, partnership, association, trust or other legal entity (or any combination thereof) who or which owns or is purchasing by land contract one or more Units in the Condominium Project. Unless the context indicates otherwise, the term Owner, wherever used, shall be synonymous with the term "Co-owner".

Section 3.15 Developer# means Eltel Associates LLC, a Michigan limited liability company, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents. However, the word "successor" as used in this Section 3.15 shall not be interpreted to mean a "Successor Developer" as defined in Section 135 of the Act.

Section 3.16 First Annual Meeting# means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in Developer's sole discretion after fifty (50%) percent of the Units which may be created are sold, or (b) mandatorily after the elapse of fifty-four (54) months from the date of the first Unit conveyance, or (c) mandatorily within one hundred twenty (120) days after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs.

Section 3.17 Overall Project# means the residential community established by Developer pursuant to the Stonegate Declaration, known as Stonegate Pointe, of which the Condominium is a part.

Section 3.18 *Public Improvements* mean those Shared Improvements and Facilities which have been dedicated by Developer to the City or which have been conveyed by Developer to a public or private utility company.

Section 3.19 *Shared Improvements and Facilities* mean those roads, parks, water mains, sanitary sewer mains, storm drainage facilities and other utilities which are installed by Developer within the Overall Project and which are subject to easements for the common use and benefit of all condominium owners within the Overall Project. Such Shared Improvements and Facilities are referred to as Common Areas in the Stonegate Declaration.

Section 3.20 *Stonegate Association* means the association established pursuant to the Stonegate Declaration to govern the Overall Project.

Section 3.21 *Stonegate Declaration* means the Declaration of Covenants, Conditions and Restrictions dated October ____, 2002, recorded in Liber ____, pages ____ through ____, inclusive, Oakland County records, by Developer, which governs the Overall Project.

Section 3.22 *Storm Water Drainage Facilities* means the surface water drainage system and detention/sedimentation basins throughout the Project, including the drainage easements within Unit boundaries, which are identified on Exhibit B to this Master Deed.

Section 3.23 *Transitional Control Date* means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with Developer exceed the votes which may be cast by Developer.

Section 3.24 *Unit or Condominium Unit* each means the enclosed space constituting a single, complete residential unit in The Village at Stonegate Pointe, as described in Section 5.1 of this Master Deed and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined under the Act.

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

ARTICLE IV

COMMON ELEMENTS

Pursuant to the Stonegate Declaration, Developer has established for the benefit of the Co-owners of the Condominium Project, as well as the co-owners of the other condominium neighborhoods which are part of the Overall Project, easements to utilize all roads, parks, water mains, sanitary sewer mains, storm drainage facilities, and other utilities which are installed by Developer within the Overall Project. The foregoing improvements and facilities are defined in Article III as the Shared Improvements and Facilities. Pursuant to the Stonegate Declaration, Developer has also reserved the right to dedicate such Shared Improvements and Facilities to the City. Any such Shared Improvements and Facilities which have been dedicated by Developer are defined in Article III as the Public Improvements.

The Common Elements of the Project described in Exhibit B to this Master Deed are separate and distinct from the Shared Improvements and Facilities and Public Improvements within the Overall Project. The Common Elements of the Project, and the respective responsibilities for their maintenance, repair and replacement, are as follows:

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

- (a) **Land.** The land designated in Exhibit B as General Common Elements.
- (b) **Electrical.** The electrical transmission mains and wiring throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, including such mains and wiring contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit together with common lighting, if any, for the Project.
- (c) **Telephone.** The telephone system throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, up to the point of entry to each Unit.
- (d) **Telecommunications.** The telecommunications system throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, if and when it may be installed, up to the point of entry for each Unit service, which is located at the boundary of the Unit.
- (e) **Intrusion Alarm System.** Any intrusion alarm system and related wiring, equipment and facilities located throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, if and when installed, including the wiring, equipment and facilities located within the Units. Developer reserves the right, but not the obligation, in its sole discretion, to have an intrusion alarm system installed throughout the Project. The intrusion alarm system will be installed by and leased from a private company selected by Developer in its sole discretion. A copy of the contract shall remain on file at the Association Offices. The Association shall pay all leasing/rental charges incurred in connection with the intrusion alarm system, including the cost of operating and maintaining its intrusion alarm system.
- (f) **Gas.** The gas distribution system throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, including any portion of the system contained within Unit walls, up to the point of connection with, but not including, the fixtures contained within any Unit.
- (g) **Water.** The water distribution system throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, including any portion of the system contained within Unit walls, up to the point of connection with, but not including the fixtures contained within any Unit and all common sprinkling system fixtures and connections as well as all common sprinkling system controls, if any, for the Common Elements.
- (h) **Sanitary Sewer.** The sanitary sewer system throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements, including any portions of the system contained within Unit walls, including all lift stations, if any, up to the point of connection with, but not including, the plumbing and fixtures contained within any Unit.
- (i) **Storm Water Drainage Facilities.** The surface water drainage system and detention/sedimentation basins throughout the Project, to the extent such facilities do not constitute Shared Improvements and Facilities or Public Improvements.
- (j) **Landscaping.** All landscaping, berms, trees, plantings, signage for the Project, together with such other structures and improvements, if any, located on the land designated on

Exhibit B as General Common Elements, to the extent such landscaping or improvements do not constitute Shared Improvements and Facilities or Public Improvements.

(k) **Perimeter Fencing.** Any wall, fencing or similar structure constructed or installed by Developer within the General or Limited Common Elements for the purpose of screening the Project from adjacent properties, to the extent such improvements do not constitute Shared Improvements and Facilities or Public Improvements.

(l) **Construction.** Foundations, supporting columns, Buildings, perimeter walls and interior and exterior building doors (excluding windows, door walls and Unit entry doors) outside connecting walls, roofs (including those over porches), ceilings and floor construction between Units and Unit levels and chimneys.

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

(n) **Other.** Such other elements of the Project not designated in this Article IV as General or Limited Common Elements which are not within the boundaries of a Unit, and which are intended for common use or are necessary for the existence, upkeep and safety of the Project to the extent such elements do not constitute Shared Improvements and Facilities or Public Improvements.

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

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

(a) **Porches and Patios.** Porches, including entranceway porches and steps, and patios which are adjacent to a unit are restricted for the use of the Co-owner of the applicable Unit as shown on Exhibit B.

(b) **Air Conditioner Compressors and Pads.** Each air conditioner compressor and pad located outside of each building is restricted for the use of the Co-owner of the Unit which is serviced by such compressor.

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

(d) **Windows, Doorwalls and Unit Entry Doors.** Windows, doorwalls and Unit entry doors shall be appurtenant as Limited Common Elements to the Unit to which they are attached.

(e) **Garages and Driveways.** Each Unit shall be assigned one (1) garage space. Such garage spaces shall constitute Limited Common Elements, appurtenant to and restricted for the use

of the Co-owners of the Units which are assigned to such garage spaces, as shown on Exhibit B or any amendment thereto, or as otherwise determined by Developer.

(f) **Storm Doors.** Developer or a Co-owner may elect to install storm doors on the Units. If installed by a Co-owner, the storm door must be of a type and color approved by Developer.

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

(a) **Porches and Patios.** The cost of maintaining, repairing and replacing any porches and patios referred to in Section 4.2(a) above shall be borne by the Association.

(b) **Entranceway Porches and Steps.** The cost of maintaining, repairing and replacing the entranceway porches and steps referred to in Section 4.2(a) above shall be borne by the Association, including without limitation snow and ice removal.

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

(d) **Air Conditioner Compressors.** The cost of maintaining, repairing and replacing a Unit's air conditioner compressor and pad shall be borne by the Co-owner of Unit serviced by such compressor and pad.

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

(f) **Windows, Door walls and Unit Entry Doors.** The cost of maintaining, repairing and replacing all windows, door walls and Unit entry doors referred to in Section 4.2(d) above shall be borne by the Association except that the Co-owner of the Unit to which such windows and door walls are attached shall be responsible at such Co-owner's cost and expense, for maintaining and cleaning the glass and screens within such door walls and windows. The Association shall be responsible for repairing and replacing the glass and screens except in cases which damage thereto is caused by the abuse or neglect of the Co-owner.

(g) **Common Lighting.** Developer may, but is not required to, install illuminating fixtures within the Condominium Project and to designate the same as common lighting (other than porch lighting attached to the Units) as provided in Section 4.1(b) above. Some of the common lighting may be installed within the general Common Elements. The cost of electricity for common lighting shall be paid by the Association. Said fixtures (including exterior lights on buildings) other than porch light fixtures, shall be maintained, repaired, renovated, restored and replaced and light bulbs furnished by the Association. No Co-owner shall modify or change such fixtures in anyway nor cause the electrical flow for the operation to be interrupted at any time. The Co-owner shall be responsible for paying the electrical charges for porch lighting that is attached to such Co-owner's Unit. The Association shall be responsible for replacing light bulbs within such fixtures. The size and nature of the bulbs to be used in all exterior lighting fixtures shall be determined by the Association in its discretion. Each Co-owner's porch lighting fixture shall operate on photoelectric cells. The timers for such photoelectric cells, if any, shall be set by and at the discretion of the Association, and shall remain lit at all times determined by the Association.

(h) **General Common Elements.** Unless otherwise expressly provided in the Condominium Documents, the cost of maintaining, repairing and replacing all General Common Elements and Limited Common Elements shall be borne by the Association.

(i) **Utility Services.** Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with the extension of utilities by laterals from the mains to the dwellings and other improvements located within the Units. All costs of electricity, natural gas, cable television, telephone and any other utility services shall be borne by the Co-owner of the Unit to which the services are furnished. All utility meters, laterals and leads shall be maintained, repaired and replaced at the expense of the Co-owner whose Unit they service, except to the extent that such expenses are borne by a utility company or a public authority, and the Association shall have no responsibility with respect to such maintenance, repair or replacement.

(j) **Storm Water Drainage Facilities.** Prior to the dedication to the City of the Storm Water Drainage Facilities which constitute Shared Improvements and Facilities, the Stonegate Association shall be responsible for maintaining the Storm Water Drainage Facilities in accordance with the Stonegate Declaration. The Association shall be responsible for maintaining, repairing and replacing any storm water drainage facilities which constitute General Common Elements under Section 4.1 (h).

(k) **Garages.** The cost of maintaining, repairing and replacing the garages within the Project shall be borne by the Association except where such maintenance, repair and or replacement is necessitated by the fault of the Co-owner in which case the cost of such maintenance repair and or replacement shall be separately assessed against such Co-owner's Unit.

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

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

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

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

ARTICLE VI

CONTRACTION OF CONDOMINIUM

Section 6.1 Right To Contract. As of the date this Master Deed is recorded, Developer intends to establish a Project consisting of one hundred forty (140) Units on the land described in Article II. Developer reserves the right, however, to establish a Project consisting of fewer Units than described above within the land described in Article II and to withdraw from the Project all or some portion of the land described in Article II. Therefore, notwithstanding anything to the contrary contained in the other provisions of this Master Deed, the number of Units in this Condominium Project may, at the option of Developer, from time to time, within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment.

Section 6.2 Creation of Easements. In the event of any contraction under this Article VI, Developer reserves for the benefit of itself, its successors or assigns, and all owners of the land described in Article II and all portions thereof, an easement for the unrestricted use of the Common Elements for the purpose of ingress or egress to and from each and every portion of the Project as contracted, and for utilizing, tapping, tying into, extending and enlarging the Shared Improvements and Facilities. In addition, to the extent that any General Common Elements within the land described in Article II are withdrawn from the Project, Developer shall cause non-exclusive easements for the benefit of the Units remaining in the Project to be created over such withdrawn General Common Elements to the extent necessary for the continued operation of the Project.

Section 6.3 Amendment Of Master Deed. Any contraction in size of the Project shall be effective upon the recordation of one or more amendments to this Master Deed in a form satisfactory to Developer, in its discretion. Each such amendment to the Master Deed shall proportionately readjust the percentages of values set forth in Article V, in order to reflect the total value of one hundred (100%) percent for the entire Project, as contracted pursuant to the applicable amendment to this Master Deed. The precise determination of the readjustment in percentage of value shall be within the sole judgment of Developer. However, such readjustment shall reflect a continuing reasonable relationship among percentages of value, based upon the original method of determining percentages of value for the Project.

Section 6.4 Redefinition of Common Elements. Any amendments to the Master Deed pursuant to Section 6.3 shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units in the Project, as contracted. In connection with any such amendments, Developer shall have the right to change the nature of any Common Elements previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article VI, provided such change is in accordance with the Stonegate Declaration, including, but not limited to, the connection of roadways that may be located on, or planned for the area which is withdrawn from the Project, and to provide access to any Unit that is located on, or planned for the withdrawn area from the roadways located in the Project.

Section 6.5 Consent Of Interested Parties. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Project from time to time shall be deemed to have Irrevocably and unanimously consented to any amendments to this Master Deed as may be proposed by Developer to effectuate the purposes of this Article VI and to any proportionate reallocation of percentages of value of Units which Developer determines are necessary in conjunction with such amendments. All such interested persons irrevocably appoint Developer as agent and attorney for the execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

ARTICLE VII

CONSOLIDATION, AND OTHER MODIFICATION OF UNITS, AND LIMITED COMMON ELEMENTS

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

Section 7.1 Modification of Units. Developer may, in its sole discretion, and without obtaining the consent of any person whatsoever (including Co-owners and mortgagees of Units), during the Construction and Sales Period, modify the size, boundaries, location, and configuration of Units and/or General or Limited Common Elements appurtenant or geographically proximate to any Units as described in the Condominium Subdivision Plan attached hereto as Exhibit B or any recorded amendment or amendments thereof, subject to Section 10.1 of this Master Deed. Any modifications by Developer in accordance with the terms of this Section 7.1 shall take effect upon the recordation of an amendment to the Master Deed. In addition, Developer may, in connection with any such amendment, re-adjust percentages of value for all Units to reflect the Unit modifications or Limited Common Element modifications, based upon the method by which percentages of value were originally determined for the Project. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.1 and, subject to the limitations set forth herein, to any proportionate reallocation of percentages of value of existing Units which Developer determines are necessary in conjunction with any such amendments, subject to Section 10.1 of this Master Deed. Subject to the foregoing, all such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 7.2 Consolidation or Relocation of Units. During the Construction and Sales Period, Developer may, in its sole discretion, and without the consent of any other person whatsoever (including Co-owners and mortgagees of Units), consolidate under single ownership two (2) or more Units which are located adjacent to one another, and/or relocate any boundaries between adjoining Units, subject to the requirements of any governmental authority having jurisdiction over the Project and further subject to Section 10.1 of this Master Deed. Developer shall give effect to the consolidation of Units and/or the relocation of Unit boundaries by amending this Master Deed with one or more amendments prepared by and at the sole discretion of Developer in the manner provided by law. Any amendment that consolidates or relocates the boundaries between Units shall identify the consolidated or relocated Unit(s) by number and, when appropriate, the percentage of value as set forth herein for the consolidated or relocated Unit(s) shall be proportionately

allocated among the adjusted Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project following such amendment or amendments to this Master Deed. Developer shall determine, in its sole discretion, any such re-adjustment of the percentages of value, provided that such readjustments shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. Any such amendment or amendments to the Master Deed shall also contain such further definitions of Common Elements as may be necessary to adequately describe the Units in the Condominium Project as modified. All of the Co-owners and mortgagees of Units and all other persons now or hereafter interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to any amendment or amendments to this Master Deed recorded by Developer to effectuate the purposes of this Section 7.2, subject to the limitations set forth herein, and to any proportionate reallocation of percentages of value of units which Developer determines are necessary in connection with any such amendments. All such interested persons irrevocably appoint Developer as agent and attorney-in-fact for the purpose of executing such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Any such amendments may be accomplished without re-recording the entire Master Deed or its exhibits.

Section 7.3 Limited Common Elements. Limited Common Elements shall be subject to assignment and re-assignment in accordance with Section 39 of the Act, to accomplish the rights to consolidate or relocate boundaries described in this Article VII or for other purposes.

Section 7.4 Right to Construct Amenities. Developer reserves the right to construct various amenities, including, by way of example, entranceway monuments, street signs and other signage, detention pond areas, landscaping features, fences, walls, and other structures and improvements anywhere within the General Common Elements and Limited Common Elements. If any such Amenities are included in the Condominium Project, all Co-owners shall be obligated to contribute to the maintenance, repair and replacement of the Amenities as an Association expense of administering the Project. However, Developer has no obligation to construct any Amenities or to include them in the Condominium Project. The final determination of the design, layout and location of such Amenities, if and when constructed, shall be at Developer's sole discretion.

ARTICLE VIII

STONEGATE DECLARATION

Developer is developing the Project as a part of the Overall Project pursuant to the Stonegate Declaration. Accordingly, the provisions of this Master Deed shall be subject to the provisions of the Stonegate Declaration. In addition, notwithstanding anything to the contrary contained in this Master Deed any amendments to this Master Deed which conflict with the terms of the Stonegate Declaration shall require the prior approval of the Board of Directors of the Stonegate Association.

ARTICLE IX

EASEMENTS

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

Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 9.2 Easement For Utilities and Storm Water Drainage Facilities. Developer reserves for itself, its successors and assigns, the Stonegate Association, and the City perpetual easements to, through and over those portions of the land in the Project (including all Units) for the continuing maintenance, repair and restoration of all utilities in the Condominium, including, without limitation, a perpetual easement for the installation, maintenance, repair and replacement of the Storm Water Drainage Facilities, as depicted in Exhibit B to this Master Deed. Developer reserves the right, without being required to obtain the consent of any Co-owner, mortgagee or other person who now or hereafter has any interest in the Condominium, to assign all or any portion of such easements to governmental units and to enter into maintenance agreements with respect thereto by the recordation of an appropriate amendment to this Master Deed and Exhibit B. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments to this Master Deed to effectuate the foregoing easements, assignment of easements or execution of any related maintenance agreement. All such interested persons irrevocably appoint the Developer as agent and attorney-in-fact to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.3 Easements Retained by Developer.

(a) **Utility Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns perpetual easements to utilize, tap, tie into, extend and enlarge all utility improvements located within the Condominium Premises, including, but not limited to, gas, telephone, electrical, and telecommunications improvements. If any portion of the Condominium Premises shall be disturbed by reason of the exercise of any of the rights granted to Developer, its successors or assigns under this Section 9.3(a), Developer shall restore the disturbed portion of the Condominium Premises to substantially the condition that existed prior to the disturbance. At Developer's discretion, the cost of maintaining, repairing and replacing any utility improvements referred to in this Section 9.3(a) may be shared by this Condominium and the Development. The Co-owners of this Condominium may be responsible from time to time for the payment of a proportionate share of such expenses, (to the extent such expenses are not paid by a governmental agency or public utility) which shall be determined by Developer in its reasonable discretion.

(b) **Additional Easements.** Developer reserves for itself and its agents, employees, representatives, guests, invitees, independent contractors, successors and assigns, the right, at any time prior to the expiration of the Construction and Sales Period to reserve, dedicate and/or grant public or private easements over, under and across the Condominium Premises for the construction, installation, repair, maintenance and replacement of rights-of-way, walkways, bicycle paths, water mains, sanitary sewers, storm drains, retention basins, water wells serving Common Elements, electric lines, telephone lines, gas mains, cable television and other telecommunication lines and other public and private utilities, including all equipment, facilities and appurtenances relating thereto. Developer reserves the right to assign any such easements to governmental units or public utilities, and to enter into maintenance agreements with respect thereto. Any of the foregoing easements or transfers of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person who now or hereafter shall have any interest in the Condominium, by the recordation of an appropriate amendment to this Master Deed and Exhibit B hereto. All of the Co-owners and mortgagees of Units and other persons now or hereafter interested in the Condominium Project from time to time shall be deemed to have unanimously consented to any amendments of this Master Deed to effectuate the foregoing easements or transfers of title. All such interested persons irrevocably

appoint Developer as agent and attorney to execute such amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

Section 9.4 Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises as are reasonably necessary or advisable for utility purposes, access purposes or other lawful purposes subject, however, to the approval of Developer during the Construction and Sales Period. No easements created under the Condominium Documents may be modified, nor may any of the obligations with respect to such easements be varied, without the consent of each person benefitted or burdened thereby.

Section 9.5 Easements for Maintenance, Repair and Replacement. Developer, the Stonegate Association, the Association and all public and private utilities shall have such easements over, under and across the Condominium Project, including all Units and Common Elements, as may be necessary to fulfill any installation, maintenance, repair, or replacement responsibilities which any of them are required or permitted to perform under the Condominium Documents, by law or as may be necessary to respond to any emergency. The foregoing easements include, without limitation, the right of the Association to obtain access to a Unit during reasonable hours and upon reasonable notice to inspect the dwelling and any improvements constructed within a Unit to ascertain that they have been designed and constructed in conformity with the standards imposed and/or specific approvals granted by Developer (during the Construction and Sales Period) and thereafter by the Association.

Section 9.6 Telecommunications Agreements. Developer has sold all the rights in the telecommunications system to Cotel, LLC, a Michigan limited liability company (Cotel). Any payments received by Developer related to such sale shall be the sole property of Developer and the Association and Co-owners shall have no rights thereto. Developer may grant such easements, licenses and other rights of entry use and access as Developer determines are necessary in its discretion which easements, licenses and other rights of entry use and access shall be binding upon each Co-owner. In recognition of the intended increased effectiveness in potentially decreased installation and maintenance costs and user fees arising from and in connection with all Units to the applicable telecommunications systems, each Co-owner shall by virtue of the acceptance of the deed to his/her Unit be deemed to have consented to and ratified all of the provisions of the sale to Cotel (in terms of pricing structure, exclusive easements or otherwise). In addition, the Association, acting through its duly constituted Board of Directors and subject to Developer's approval during the Construction and Sales period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees, as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Association enter into any contract or agreement or grant any easement, license or right of entry or do any other act which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing any telecommunications related equipment or improvements or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 9.7 Association Assumption of Obligations. The Association, on behalf of the Co-owners, shall assume and perform all of Developer's obligations under any easement pertaining to the Condominium Project or General Common Elements.

Section 9.8 Termination of Easements. Developer reserves the right, during the Construction and Sales Period, to terminate and revoke any utility or other easement granted in or pursuant to this Master Deed at such time as the particular easement has become unnecessary. (This may occur, by way of illustration only, when a utility easement is relocated to coordinate development of property adjacent to the Condominium Project.) No easement for a utility may be terminated or revoked unless and until all Units served by it are adequately served by an appropriate substitute or replacement utility. Any termination or relocation of any such easement shall be effected by the recordation of an appropriate termination instrument, or, where applicable, amendment to this Master Deed in accordance with the requirements of the Act.

ARTICLE X

AMENDMENT

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

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

Section 10.2 By Developer. In addition to the rights of amendment provided to Developer in the various Articles of this Master Deed, Developer may, prior to the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee or any other person, amend this Master Deed and the Condominium Subdivision plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A that do not materially affect the rights of any Co-owners or mortgagees in the Project, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase or insurance of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, the Veterans Administration or the Department of Housing and Urban Veterans Administration or the Department of Housing and Urban Development, or by any other public or private mortgage insurer or any institutional participant in the secondary mortgage market.

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

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

provision of this Master Deed or the Bylaws to the contrary, mortgagees are entitled to vote on amendments to the condominium documents only under the following circumstances:

- (a) Termination of the Condominium Project.
- (b) A change in the method or formula used to determine the percentage of value assigned to a Unit subject to the mortgagee's mortgage.
- (c) A reallocation of responsibility for maintenance, repair, replacement, or decoration for a Unit, its appurtenant Limited Common Elements, or the General Common Elements from the Association to the Unit subject to the mortgagee's mortgage.
- (d) The elimination of a requirement for the Association to maintain insurance on the Project as a whole or a Unit subject to the mortgagee's mortgage or reallocation of responsibility for obtaining or maintaining, or both, insurance from the Association to the Unit subject to the mortgagee's mortgage.
- (e) The modification or elimination of an easement benefiting the Unit subject to the mortgagee's mortgage.
- (f) The partial or complete modification, imposition, or removal of leasing restrictions for Units in the condominium project.

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

Section 10.6 Developer Approval. During the Construction and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the prior written consent of Developer.

ARTICLE XI

DEVELOPER'S RIGHT TO USE FACILITIES

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

ARTICLE XIII

ASSIGNMENT

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

ELTEL ASSOCIATES LLC, a
Michigan limited liability company

By: [Signature]

Its: Walter Cohen, member

STATE OF MICHIGAN)

COUNTY OF OAKLAND)

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The foregoing instrument was acknowledged before me this 27th day of January, 2003, by Walter Cohen, the Member of Eltel Associates LLC, a Michigan limited liability company, on behalf of said company.

Tracy Kouba
Notary Public acting in Oakland County
TRACY KOUBA

Notary Public, Wayne County, Michigan
My Commission Expires November 20, 2003

DRAFTED BY WHEN RECORDED RETURN TO:

Michael W. Benoit, Esq.
Seyburn, Kahn, Ginn, Bess and Serlin, P.C.
2000 Town Center, Suite 1500
Southfield, Michigan 48075-1195

EXHIBIT 3A#

CONDOMINIUM BYLAWS

THE VILLAGE AT STONEGATE POINTE

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

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

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

Section 1.4 Stonegate Association. Membership in the Association shall be in addition to and independent of a Co-owner's membership in the Stonegate Association.

ARTICLE II

ASSESSMENTS

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

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

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

(a) **Budget.** The Board of Directors of the Association shall establish an annual budget (Budget) in advance for each fiscal year and such Budget shall project all expenses for the ensuing year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of the Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular annual assessments, as set forth in Section 2.4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual Budget on a noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for the Project, the Association should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserves should be established for other purposes from time to time. Upon adoption of a Budget by the Board of Directors, copies of the Budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said Budget. The applicable annual assessments, as levied, shall constitute a lien against all Units as of the first day of the fiscal year in which the assessments relate. Failure to deliver a copy of the Budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in its sole discretion: (1) that the assessments levied are or may prove to be insufficient to pay the actual costs of the Condominium Project's operation and management, (2) to provide for repairs or replacements of existing Common Elements, or (3) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessments and to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors shall also have the authority, without Co-owner or mortgagee consent, to levy assessments for repair and reconstruction in the event of casualty pursuant to the provisions of Section 5.2 below. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and its Members, and shall not be enforceable by any creditors of the Association or its Members.

(b) **Special Assessments.** Special assessments, in addition to the general assessments required in Section 2.3(a) above, may be made by the Board of Directors from time to time, subject to Co-owner approval as hereinafter provided, to meet other needs or requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 2.6 below, or (3) assessments for any other appropriate purpose that could not be covered by the annual assessment. Special assessments referred to in this subparagraph (b) shall not be levied without the prior approval of the Co-owners representing sixty (60%) percent or more of the combined percentage of value of all Units

within the Condominium Project. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and its Members and shall not be enforceable by any creditors of the Association or its Members.

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

Section 2.4 Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover administration expenses shall be apportioned among and paid by the Co-owners in accordance with the respective percentages of value allocated to each Co-owner's Unit in Article V of the Master Deed, without adjustment for the use or non-use of the Unit or any Limited Common Element appurtenant to a Unit. Annual assessments determined in accordance with Section 2.3(a) above shall be paid by Co-owners in monthly installments, or in such other periodic installments established by the Association's Board of Directors. A Co-owner's payment obligations will commence with the acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. A Co-owner shall be in default of his assessment obligations if he fails to pay any assessment installment when due. A late charge not to exceed twenty-five (\$25.00) Dollars per month shall be assessed automatically by the Association upon any assessments in default for ten (10) or more days until the assessment installment together with the applicable late charges are paid in full. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) relating to his Unit which may be levied while such Co-owner owns the Unit. Payments to satisfy assessment installments in default shall be applied as follows: first, to the costs of collection and enforcement of payment, including reasonable attorneys fees; second, to any interest charges and fines for late payment on such assessment installments; and third, to the assessment installments in default in the order of their due dates.

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

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

Section 2.7 Enforcement.

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

(b) Foreclosure Proceedings. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. In addition, each Co-owner and every other person who from time to time has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he reviewed the provisions of this subparagraph and he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose any assessment liens by advertisement and waived the right to a hearing prior to the sale of the applicable Unit.

(c) Notices of Action. Notwithstanding the provisions of Section 2.7(b), the Association shall not commence a judicial foreclosure action or a suit for a money judgment or publish any notice of foreclosure by advertisement, until the Association has provided the delinquent Co-owner with written notice, sent by first class mail, postage prepaid, addressed to the delinquent Co-owner at his last known address, that one or more assessment installments levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies under these Bylaws if the default is not cured within ten (10) days from the date of the notice. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s) and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Oakland County Register of Deeds prior to the commencement of any foreclosure proceeding. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under these Bylaws and under Michigan law. In the event the Association elects to foreclose

the lien by advertisement, the Association shall notify the delinquent Co-owner of the Association's election and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) **Expenses of Collection.** The expenses incurred by the Association in collecting unpaid assessments, including interest, costs, actual attorneys' fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the defaulting Co-owner and shall be secured by a lien on his Unit.

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

Section 2.9 Developer's Responsibility for Assessments. Developer, including any licensed builder to whom Developer conveys a Unit(s) for resale, although a Member of the Association, shall not be responsible at any time for the payment of Association assessments, except with respect to occupied Units owned by Developer. A Unit is occupied if it is occupied as a residence. In addition, in the event Developer is selling a Unit by land contract to a Co-owner, the Co-owner shall be liable for all assessments and Developer shall not be liable for any assessments levied up to and including the date, if any, upon which Developer actually retakes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. However, Developer shall at all times pay expenses of maintaining the Units that it owns, together with a proportionate share of all current maintenance expenses actually incurred by the Association from time to time (excluding reserves) for street and utility maintenance, landscaping, sign lighting and snow removal, but excluding management fees and expenses related to the maintenance, repair and use of Units in the Project that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by Developer at the time the expense is incurred to the total number of Units in the Project. In no event shall Developer be responsible for assessments for deferred maintenance, reserves for replacements, capital improvements or other special assessments, except with respect to Units that are owned by Developer which contain completed and occupied residential dwellings. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 2.10 Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act. However, if the real property tax bills have not been split into separate tax bills for each Condominium Unit by the local tax assessor, the Association may be required to pay real estate taxes on certain Units, which taxes may then be assessed against the Co-owners of such Units. In the event the real estate taxes become an Association expense, the Association may elect to assess the applicable Co-owners for an amount equal to that Co-owner's percentage of value share of the real estate taxes with respect to the Condominium.

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

Section 2.12 Construction Liens. A construction lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 2.13 Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement from the Association identifying the amount of any unpaid Association regular or special assessments relating to such Unit. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement identifying any existing unpaid assessments or a written statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of the sum identified in the statement within the period identified in the statement, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, if a purchaser fails to request such statement at least five (5) days prior to the closing of the purchase of such Unit, any unpaid assessments and the lien securing them shall be fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the sale proceeds thereof which has priority over all claims except tax liens in favor of any state or federal taxing authority and sums unpaid on a first mortgage of record, except that past due assessments which are evidenced by a notice of lien, recorded pursuant to Section 2.6 have priority over a first mortgage recorded subsequent to the recording of the notice of the lien.

ARTICLE III

JUDICIAL ACTIONS AND CLAIMS

Section 3.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

Section 3.2 Judicial Relief. In the absence of the election and written consent of the parties pursuant to Section 3.1 above, any Co-owner or the Association may petition the courts to resolve any disputes, claims or grievances. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws, the Association shall have the sole authority to assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. The commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty (60%) percent or more of the Co-owners, and shall be governed by the requirements of this Article III. These requirements will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in

order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article III. The procedures and requirements set forth in this Article III apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 3.3 Election of Remedies. The election and written consent by the disputing parties to submit any dispute, claim or grievance to arbitration shall preclude such parties from thereafter litigating such dispute, claim or grievance in the courts. Nothing contained in this Article III shall limit the rights of the Association or any Co-owner, described in Section 144 of the Act.

Section 3.4 Board of Directors Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 3.5 Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners (litigation evaluation meeting) for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners and Developer of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

(a) A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that it is in the best interests of the Association to file a lawsuit.

(b) A written summary of the relevant experience of the attorney (litigation attorney) the Board of Directors recommends be retained to represent the Association in the proposed civil action.

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

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

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

(f) The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by Section 3.9 of this Article III.

Section 3.6 Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

Section 3.7 Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

Section 3.8 Co-Owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty (60%) percent of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 3.9 Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Article III, other than a suit to enforce these Bylaws or collect delinquent assessments, shall be only paid by special assessment of the Co-owners (litigation special assessment). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article III. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by sixty (60%) percent or more of the Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and

shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twelve (12) months.

Section 3.10 Changes in the Litigation Special Assessment. If, at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 3.11 Disclosure of Litigation Expenses. The attorneys fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association (litigation expenses) shall be fully disclosed to Co-owners in the Association s annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned litigation expenses In the Association s annual budget.

ARTICLE IV

INSURANCE

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

(a) **Responsibilities of the Association.** All of the insurance referenced in this Section 4.1 shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of mortgagee endorsements to the mortgagees of Co-owners.

(b) **Insurance of Common Elements and Fixtures.** All Common Elements of the Condominium Project, shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the Board of Directors of the Association in consultation with the Association's insurance carrier and/or its representatives, utilizing commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruction if the insurance proceeds fail, for some reason, to be equal to the total cost of replacement). Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, appliances, equipment and trim within the Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the City (or such replacements thereof as do not exceed the cost of such standard items). It shall be

each Co-owner's responsibility to determine the necessity for and to obtain insurance coverage for all fixtures, appliances, equipment, trim and other items or attachments within the Unit or any Limited Common Elements appurtenant thereto which were installed in addition to said standard items (or as replacements for such standard items to the extent that their replacement cost exceeds the original cost of such standard items) whether installed originally by Developer or subsequently by the Co-owner, and the Association shall have no responsibility whatsoever for obtaining such coverage unless specifically agreed in writing between the Association and the Co-owner. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners upon request, during normal business hours, so that Co-owners shall be enabled to judge the adequacy of coverage and at a properly constituted Association meeting, to request the Board to change the nature and extent of any applicable coverages. Upon each annual reevaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

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

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

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

Section 4.3 Co-owner Responsibilities. Each Co-owner shall be responsible for obtaining insurance coverage upon his Unit and for his personal property located therein or thereon or elsewhere in the Condominium Project. The Association shall have no responsibility whatsoever to insure any such personal property. It shall be each Co-owner's responsibility to determine by personal investigation or from his own insurance advisors the nature and extent of insurance coverage adequate for his needs and thereafter to obtain insurance coverage for his personal property and any additional equipment and fixtures located within his Unit and for his personal liability for occurrences within his Unit or the Common elements and for the alternative living expenses in the event of fire or other damage to his Unit.

Section 4.4 Waiver of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all

property and liability insurance carried by the Association and any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

Section 4.5 Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, Developer and the Association for all damages and costs, including attorney's fees, which the other Co-owners, Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within an individual Co-owner's Unit or appurtenant Limited Common Elements. Each Co-owner shall carry insurance to secure the indemnity obligations under this Section 4.5, if required by the Association, or if required by Developer during the Construction and Sales Period. This Section 4.5 is not intended to give any insurer any subrogation right or any other right or claim against any individual Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

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

(b) **Total Destruction.** If the Condominium is damaged to the extent that no Unit is tenantable, the damaged property shall not be rebuilt unless within ninety (90) days from the date of the destruction, eighty (80%) percent or more of the Co-owners in value and in number agree to the reconstruction.

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

Section 5.3 Co-owner Responsibility for Repair.

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

(b) **Damage to Interior of Unit.** Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the air conditioner compressor that services b

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

Section 5.4 Association Responsibility for Repair. Except as provided in Section 5.3 of these Bylaws and Section 4.3 of the Master Deed, the Association shall be responsible for the reconstruction, repair and maintenance of the General Common Elements. Immediately following a casualty to property which the Association is responsible for maintaining and repairing, the Association shall obtain reliable and detailed cost estimates to repair or replace the damaged property to a condition comparable to that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, there are insufficient funds for the payment of the reconstruction or repair, the Association shall make an assessment against all Co-owners for an amount, which when combined with available insurance proceeds, shall be sufficient to fully pay for the cost of repair or reconstruction of the damaged property. Any such assessment made by the Board of Directors of the Association shall be governed by Section 2.3(a) of these Bylaws. Nothing contained in this Section 5.4 is intended to require Developer or the Association to replace mature trees and vegetation with equivalent trees or vegetation.

Section 5.5 Timely Reconstruction and Repair. If any damage to Common Elements or improvements within a Unit adversely affects the appearance of the Project, the Association or Co-owner responsible for the reconstruction, repair and maintenance thereof shall proceed to replace the damaged property without delay, and shall use its best efforts to complete such replacement within six (6) months from the date upon which the property damage occurred.

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

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

(b) **Taking of Common Elements.** If there is a taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective undivided interest in the General Common Elements unless pursuant to the affirmative vote of Co-owners representing greater than fifty (50%) percent in percentage of value of the total votes of all Co-owners qualified to vote, at a meeting duly called for such purpose, the Association is

directed to rebuild, repair or replace the portion so taken or to take such other action as authorized by a vote of the Co-owners who hold a majority in percentage of value. If the Association is directed by the requisite number of Co-owners to rebuild, repair or replace all or any portion of the Common Elements taken, the Association shall be entitled to retain the portion of the condemnation proceeds necessary to accomplish the reconstruction, repair or replacement of the applicable General Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any condemnation award for Common Elements and any negotiated settlement approved by the Co-owners representing sixty-six and two-thirds (66-2/3%) percent or more of the total percentages of value of all Co-owners qualified to vote shall be binding on all Co-owners.

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

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

Section 5.7 Notification of FHLMC. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation (FHLMC) then, upon request therefor by FHLMC, the Association shall give 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 ten thousand (\$10,000) Dollars in amount or if the damage or taking relates to a Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds one thousand (\$1,000) Dollars.

Section 5.8 Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Units pursuant to their mortgages with respect to any distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

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

Section 6.1 Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with the use of single family residences. No Unit shall contain more than two (2) occupants

for each bedroom within the Unit. Patios, balconies and porches shall not be used for storage purposes and may only contain, chairs and tables.

Section 6.2 Alterations and Modifications. A Co-owner shall not make any alterations to the exterior appearance or make structural modifications to his Unit or make changes in any of the general or limited Common Elements without the express written approval of the Developer during the Construction and Sales Period and thereafter by the Association, including without limitation, exterior painting or the erection of lights, aerials, awnings, doors, windows, shutters, newspaper holders, mailboxes, basketball backboards or other exterior attachments or modifications. A Co-owner shall not in any way restrict the Association or the Stonegate Pointe Association's access to any plumbing, water line, waterline valves, water meter, irrigation system valves or any element which effects an Association or the Stonegate Pointe Association's responsibility in any way. If a Co-owner causes any damages to the Common Elements or to any other Unit as a result of making alterations (regardless of whether such alteration was authorized) the Co-owner shall be responsible for the cost of repairing any damage caused by the Co-owner, his agents or contractors. If necessary, for providing access to the Common Elements or other facilities that the Association has the right or obligation to maintain, repair or restore, the Association may remove any coverings, additions or attachments of any nature that restrict such access and the Association will have no responsibility or liability for repairing, replacing or reinstalling any such materials.

Section 6.3 Home Occupations, Nuisances and Livestock. No home occupation, profession or commercial activity that requires members of the public to visit a Co-owner's Unit or requires commercial vehicles to travel to and from a Co-owner's Unit shall be conducted in any dwelling located in the Condominium Project, including, but not limited to the operation of an in-home day care facility, with the exception of the sales activities of, Developer or builders, developers and real estate companies who own or hold any Units for resale to customers in the ordinary course of business. No noxious or offensive activity shall be carried on in or upon any Unit or Common Element nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, other than normal construction activity. No chickens or other fowl or livestock shall be kept or harbored on any Unit. No animals or birds shall be maintained on any Unit, except that a Co-owner may maintain one (1) domesticated dog or up to two (2) domesticated cats or one (1) dog and one (1) cat in his Unit for domestic purposes only. All animal life maintained on any Unit shall have such provisions and care so as not to become offensive to neighbors or to the community on account of noise, odor, unsightliness and no household pets shall be bred, kept or maintained for any commercial purposes whatsoever. An animal shall at all times be accompanied by a responsible person while on the General Common Elements. No burning of refuse shall be permitted outside the Unit. No occupied or unoccupied Unit shall be used or maintained as a dumping ground for rubbish or trash.

Section 6.4 Vehicular Parking and Storage. No trailer, mobile home, motor home, bus, boat trailer, boat, or other personal watercraft, camping vehicle, motorcycle, motor scooter, snowmobile, all-terrain vehicle, recreational vehicle, commercial or inoperative vehicle of any description shall at any time be parked, stored or maintained on the Condominium; provided, however, that builders' trucks and equipment may be parked and used on any Unit during construction operations. No commercial vehicle lawfully upon any Unit for business shall remain on such Unit except in the ordinary course of business and in conformity with all applicable laws and/or ordinances. Notwithstanding the foregoing, a motor home or camping vehicle may be parked temporarily in a designated visitor space for a period not to exceed three (3) days for the purpose of loading and unloading such vehicle prior to and following its use. A non-operational vehicle (including those with expired license plates and/or flat tires) shall not be parked or stored within the Condominium premises without the prior written approval of the Board of Directors. The Association may cause vehicles parked or stored in violation of this Section 6.1 to be removed from the Condominium Premises and

the cost of such removal may be assessed to and collected from the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II hereof without liability to the Association. Each Co-owner shall if the Association shall require register with the Association all vehicles maintained on the Condominium premises. The Board of Directors may promulgate reasonable rules and regulations governing the parking of vehicles in the Condominium consistent with the provisions hereof.

Section 6.5 Garbage and Refuse. Trash, garbage or other waste shall be kept only in closed, sanitary containers and shall be promptly disposed of so that it will not be objectionable to neighboring Co-owners. No outside storage for refuse or garbage shall be maintained or used unless it is properly concealed. The burning or incineration of rubbish, trash, leaves, construction materials or other waste within the Condominium is strictly prohibited. If the City, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner shall participate in such program and shall be billed separately by the City for such services. If the City does not have a mandatory rubbish removal and recycling program, the Association shall be responsible for contracting for rubbish removal and waste recycling and the cost thereof shall be deemed to be a cost of administering the Condominium Project.

Section 6.6 Landscaping. No Co-owner shall remove any landscaping within the Common Elements or perform any landscaping or plant any trees, shrubs or flowers or install any ornamental materials upon the Common Elements without the prior written approval of Developer or the Association.

Section 6.7 Motorized Vehicles; Firearms. No motorized bikes, motorcycles, snowmobiles or other motorized recreational vehicles shall be operated in any Common Elements within the Project. No firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices shall be used anywhere on or about the Condominium Project.

Section 6.8 Signs; Illumination; Mailboxes. No signs of any kind shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof, unless the plans and specifications showing the design, size, materials, message and proposed location(s) have been submitted to, and approved in writing by, Developer, with the exception of non-illuminated signs which are not more than six (6) square feet in area pertaining only to the sale of the premises upon which it is maintained. The foregoing restrictions shall not apply to signs that may be installed or erected on any Unit by Developer or any builder who owns Units for resale in the ordinary course of business, during any construction period or during any periods that a residence may be used as a model or for display purposes. No For Rent or other similar signs shall be placed upon any Unit or on any building or structure located on a Unit, or any portion thereof.

No additional exterior illumination of any kind shall be placed or allowed on any portion of a Unit other than on a residential dwelling, unless first approved by Developer and the Architectural Review Committee.

The mailboxes located within the Project shall be uniform in appearance and installed at the location(s) established by Developer. Developer may elect to cluster the mailboxes at one or more location(s) throughout the Project. The Association shall be responsible for the maintenance, repair and replacement of the mailboxes, except in instances where such repair or replacement is the result of Co-owner fault, in which event the Association may separately assess the Co-owner for the cost of such repair or replacement.

Section 6.9 Objectionable Sights. Furniture located on porches and/or patios outside of a Unit shall consist of a typical deck, porch and/or patio furniture. The use of couches, car seats or other non-traditional outdoor furniture shall be prohibited. Stockpiling and storage of firewood for use in a Unit shall not be permitted except in a location within the Unit where it is completely screened from view from any area outside of the Unit. No laundry drying equipment shall be erected or used outdoors and no laundry shall be hung for drying outside of a Unit. No television or radio antennae or satellite dishes (except those satellite dishes which are twenty-four (24") inches in diameter or less) shall be constructed or erected upon the Common Elements of the Condominium, without the prior written approval of Developer. In the event any Co-owner desires to install a satellite dish on his/her Unit, the Co-owner shall notify Developer, during the Construction and Sales Period, and the Association, thereafter, of its intent to install a satellite dish. The Co-owner shall otherwise install such dish in accordance with the rules and regulations which may be established by Developer and/or the Association from time to time.

Section 6.10 Maintenance. The Co-owner of each Unit shall maintain the interior of his Unit, and any limited Common Elements appurtenant thereto for which he has a maintenance responsibility, in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements, including but not limited to, utility conduits and systems and any other elements in any Unit which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for the repair, restoration of any damage to any Common Elements or damage to any other Co-owner's Unit or improvements thereon, resulting from the negligent acts or omissions of a Co-owner, his family, guests, agents or invitees, except to the extent the Association obtains insurance proceeds for such repair or restoration; provided, however, that if the insurance proceeds obtained by the Association are not sufficient to pay for the costs of repair or restoration, the Association may assess the Co-owner for the excess amount necessary to pay for the repair and restoration.

Section 6.11 Structures in Limited Common Elements and Easements. No structures of any kind may be installed within any Limited Common Elements or within any easements within the Project without the prior written approval of the Developer during the Construction and Sales Period and by the Association thereafter.

Section 6.13 Leasing and Rental.

(a) **Right to Lease.** A Co-owner may lease his Unit for the purposes set forth in Section 6.1; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a first mortgage lender in possession of a Unit as a result of foreclosure or a conveyance or assignment in lieu of foreclosure, no Co-owner shall lease less than his entire Unit and no tenant shall be permitted to occupy a dwelling except under a lease having an initial term of at least six (6) months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. Developer may lease any number of Units in the Condominium in its discretion without being required to obtain the approval of the Association.

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

(1) A Co-owner, including Developer, desiring to rent or lease a Unit, shall provide the Association, at least ten (10) days prior to presenting a lease form to a potential lessee, with a written notice of the Co-owner's intent to lease his Unit,

together with a copy of the exact lease form that the Co-owner intends to use, for the review and approval of the Association. The Association shall be entitled to request that changes be made to the lease form that are necessary to insure that the lease will comply with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

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

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

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

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

(iii) If, at the expiration of the above-referenced fifteen (15) day period, the Association believes that the alleged breach is not cured or may be repeated, the Association (or the Co-owners derivatively on behalf of the Association, if the Association is under the control of Developer), may institute on behalf of the Association a summary proceeding eviction action against the tenant or non-owner occupant. The Association may simultaneously, bring an action for damages against the Co-owner and tenant or non-owner occupant for breach of the Condominium Documents. The Association may hold both the tenant and the Co-owner liable for any damages to the Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.

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

Section 6.14 Draperies and Curtains. All window treatments shall consist of only draperies, blinds and curtains. All window treatments, draperies and/or curtains installed in windows in the Condominium shall have white liners so as to maintain a uniform appearance when viewed from the exterior of the Units. Co-owners may not install, on either the Interior or the exterior of the windows, any bars or other similar visible security protection devices.

Section 6.15 Rules and Regulations. It is intended that the Board of Directors of the Association may adopt rules and regulations from time to time to reflect the needs and desires of the

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

Section 6.16 Reserved Rights of Developer.

(a) **Developer's Rights In Furtherance of Development and Sales.** None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth herein and in the Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, Developer shall have the right, during the Construction and Sales Period, to maintain a sales office, a business office, a construction office, model units, storage areas and parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable the development and sale of the entire Project. Developer shall restore the areas utilized by Developer to habitable status upon its termination of use.

(b) **Enforcement of Bylaws.** The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a private residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium Project in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign this right, may elect to maintain, repair and/or replace any Common Elements and/or to perform any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period regardless of whether or not it owns a Unit in the Condominium. Developer's enforcement rights under this Section 6.16 may include, without limitation, an action to restrain the Association or any Co-owner from performing any activity prohibited by these Bylaws.

Section 6.17. Stonegate Association. The restrictions contained in this Article VI shall be in addition to and not in limitation of any restrictions set forth in the Stonegate Declaration.

ARTICLE VII

MORTGAGES

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

The mortgagee of a first mortgage of record of a Unit shall give notice to the Association of the commencement of foreclosure of the first mortgage by advertisement by serving a copy of the published notice of foreclosure required by statute upon the Association by certified mail, return receipt requested, addressed to the resident agent of the Association at the agent's address as shown on the records of the Michigan Department of Consumer & Industry Services, or to the address the Association provides to the mortgagee, if any, in those cases where the address is not registered, within ten (10) days after the first publication of the notice. The mortgagee of a first mortgage of record of a Unit shall, not less than ten (10) days before commencement of the judicial action, give notice to the Association of its intent to commence foreclosure of the first mortgage by judicial action by serving a notice setting forth the names of the mortgagors, the mortgagee, and the foreclosing assignee of a recorded assignment of the mortgage; the date of the mortgage and the date the mortgage was recorded; the amount claimed to be due on the mortgage on the date of the notice; and a description of the mortgaged premises that substantially conforms with the description contained in the mortgage.

Section 7.2 Insurance. The Association shall notify each mortgagee appearing in the book referenced in Section 7.1 of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amounts of such coverage.

Section 7.3 Notification of Meetings. Upon request submitted to the Association, any institutional holder of a first mortgage lien on a Unit shall be entitled to receive written notification of every meeting of the Members of the Association and to designate a representative to attend such meeting.

ARTICLE VIII

VOTING

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

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

Section 8.3 Designation of Voting Representative. Each Co-owner shall file with the Association a written notice designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. If a Co-owner designates himself as the individual representative, he need not file any

written notice with the Association. The failure of any Co-owner to file any written notice with the Association shall create a presumption that the Co-owner has designated himself as the voting representative. The notice shall state the name and address of the Individual representative designated, the address of the Unit or Units owned by the Co-owner and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. An individual representative may be changed by the Co-owner at any time by filing a new notice in accordance with this Section 8.3. In the event a Unit is owned by multiple Co-owners who fail to designate an individual voting representative for such Co-owners, the Co-owner whose name first appears on record title shall be deemed to be the individual representative authorized to vote on behalf of all the multiple Co-owners of the Unit(s) and any vote cast in person or by proxy by said individual representative shall be binding upon all such multiple Co-owners.

Section 8.4 Quorum. The presence in person or by proxy of Co-owners representing thirty-five (35%) percent of the total number of votes of all Co-owners qualified to vote (based on one vote per Unit for quorum purposes) shall constitute a quorum for holding a meeting of the Members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

Section 8.5 Voting. Votes may be cast in person or by proxy by a writing duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any written votes must be filed with the Secretary of the Association at or before the appointed time of each meeting of the Members of the Association. Cumulative voting shall not be permitted.

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

ARTICLE IX

MEETINGS

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

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

Section 9.2 and elsewhere in the Condominium Documents refers to the maximum number of Units which Developer is permitted to include in the Condominium Project under the Condominium Documents, as they may be amended.

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

Section 9.4. Special Meeting. The President shall call a special meeting of Members as directed by resolution of the Board of Directors or upon presentation to the Association's Secretary of a petition signed by Co-owners representing at least one third (1/3) of the votes of all Co-owners qualified to vote (based upon one vote per Unit). Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 9.5 Notice of Meetings. The Secretary (or other Association officer in the Secretary's absence) shall provide each Co-owner of record, or, if applicable, a Co-owner's individual representative, with notice of each annual or special meeting, stating the purpose thereof and the time and place where it is to be held. A notice of an annual or special meeting shall be served at least ten (10) days but not more than sixty (60) days prior to each meeting, except for a Litigation Evaluation Meeting which notice requirements are prescribed in Article III. The mailing, postage prepaid, of a notice to the individual representative of each Co-owner at the address shown in the notice filed with the Association under Section 8.3 of these Bylaws shall be deemed properly served. Any Co-owner or individual representative may waive such notice, by filing with the Association a written waiver of notice signed by such Co-owner or individual representative.

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

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

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

is taken without a meeting by less than unanimous written consent shall be given to the Co-owners who have not consented in writing.

ARTICLE X

ADVISORY COMMITTEE

Within one (1) year after the first conveyance to a non-Developer Co-owner of legal or equitable title to a Unit in the Project or within one hundred twenty (120) days following the conveyance to non-Developer Co-owners of one third (1/3) of the total number of Units that may be created, whichever first occurs, Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established in any manner Developer deems advisable. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-developer Co-owners and to aid in the transition of control of the Association from Developer to purchaser Co-owners. The Advisory Committee shall automatically cease to exist when a majority of the Board of Directors of the Association is elected by non-Developer Co-owners. Developer may at any time remove and replace at its discretion any member of the Advisory Committee.

ARTICLE XI

BOARD OF DIRECTORS

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

Section 11.2 Election of Directors.

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

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

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

(i) Not later than one hundred twenty (120) days following the conveyance to non-Developer Co-owners of legal or equitable title to seventy-five (75%) percent of the Units that may be created, the non-developer Co-owners shall

elect all of the Directors on the Board, except that Developer shall have the right to designate at least one Director so long as Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as the Units that remain to be created and sold equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall promptly be convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

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

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

Section 11.3 Powers and Duties. The Board of Directors shall have the powers and duties necessary for the administration of the affairs of the Association and may do all acts and things which are not prohibited by the Condominium Documents or specifically required to be exercised and performed by the Co-owners.

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

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

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

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

(d) To reconstruct or repair improvements after casualty.

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

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

(g) To borrow money and issue evidences of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien, on property owned by the Association; provided, however, that any such action shall also be approved by the affirmative vote of the Co-owners (or their individual representatives) representing seventy-five (75%) percent of the total percentages of value of all Co-owners qualified to vote.

(h) To establish rules and regulations in accordance with Section 6.15 of these Bylaws.

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

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

Section 11.5 Stonegate Association. In addition to the duties listed in Sections 11.3 and 11.4, the Board of Directors shall nominate one (1) Director to serve as the Association's representative to the Stonegate Association, in accordance with the Stonegate Declaration. Such Director shall serve as the Association's representative until such time as the Board of Directors nominates a new representative.

Section 11.6 Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include Developer or any person or entity related thereto) at a reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 11.3 and 11.4, and the Board may delegate to such management agent any other duties or powers which

are not by law or by the Condominium Documents required to be exclusively performed by or have the approval of the Board of Directors or the Members of the Association.

Section 11.7 Vacancies. Vacancies in the Board of Directors which occur after the Transitional Control Date caused by any reason other than the removal of a Director by a vote of the Co-owners of the Association shall be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum, except that Developer shall be solely entitled to fill the vacancy of any Director whom it is permitted in the first instance to designate. Each person so elected shall be a Director until a successor is elected at the next annual meeting of the Association. Vacancies among Directors elected by non-Developer Co-owners which occur prior to the Transitional Control Date may be filled only through election by non-developer Co-owners and shall be filled in the manner as specified in Section 11.2(b).

Section 11.8 Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors elected by the non-Developer Co-owners may be removed with or without cause by the affirmative vote of the Co-owners (or their individual representatives) who represent greater than fifty (50%) percent of the total votes of all Co-owners qualified to vote, and a successor may then and there be elected to fill any vacancy thus created. Any Director whose removal has been proposed by a Co-owner shall be given an opportunity to be heard at the meeting. Developer may remove and replace any or all of the Directors selected by it at any time or from time to time in its sole discretion. Any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may also be removed by such Co-owners before the First Annual Meeting in the manner described in this Section 11.8.

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

Section 11.10 Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year of the Association. Notice of regular meetings of the Board of Directors shall be given to each Director, personally, by mail, telephone or telegraph at least ten (10) days prior to the date named for such meeting.

Section 11.11 Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director, given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner on the written request of two (2) or more Directors,

Section 11.12 Quorum and Required Vote of Board of Directors. At all meetings of the Board of Directors, a majority of the members of the Board of Directors then in office shall constitute a quorum. The vote of the majority of Directors at a meeting at which a quorum is present constitutes the action of the Board of Directors, unless a greater plurality is required by the Michigan Non-profit Corporation Act, the Articles of Incorporation, the Master Deed or these Bylaws. If a quorum is not present at any meeting of the Board of Directors, the Directors present at such meeting may adjourn the meeting from time to time without notice other than an announcement at the meeting, until the quorum shall be present.

Section 11.13 Consent in Lieu of Meeting. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting if all members of the Board of Directors consent in writing. The written consent shall be filed with the minutes of the proceedings of

the Board of Directors: The consent has the same effect as a vote of the Board of Directors for all purposes.

Section 11.14 Participation in a Meeting by Telephone. A Director may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this Section 11.14 constitutes presence at the meeting.

Section 11.15 Fidelity Bonds. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

Section 11.16 Compensation. The Board of Directors shall not receive any compensation for rendering services in their capacity as Directors, unless approved by the Co-owners (or their individual representatives) who represent sixty (60%) percent or more of the total votes of all Co-owners qualified to vote.

ARTICLE XII

OFFICERS

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

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

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

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

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

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

ARTICLE XIII

SEAL

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

ARTICLE XIV

FINANCE

Section 14.1 Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be determined by the Association. The books of account shall be audited at least annually 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. Upon request, any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year. The costs of any such audit and any accounting expenses shall be expenses of administration.

Section 14.2 Fiscal Year. The fiscal year of the Association shall be an annual period commencing on the date initially determined by the Directors. The Association's fiscal year may be changed by the Board of Directors in its discretion.

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Section 15.1 Third Party Actions. To the fullest extent permitted by the Michigan Non-profit Corporation Act, the Association shall, subject to Section 15.5 below, indemnify any person who was or is a party defendant or is threatened to be made a party defendant to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that he is or was a Director or officer of the Association, or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including actual and reasonable attorney fees), judgments, fines and amounts reasonably paid in settlement actually and reasonably incurred by him in connection with such action, suit or proceeding if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interests of the Association or its members, and with respect to any criminal action or proceeding, had no reasonable cause to believe his conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption (a) that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interests of the Association or its members, and, (b) with respect to any criminal action or proceeding, that the person had reasonable cause to believe that his conduct was unlawful.

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

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

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

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

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

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

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

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

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

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

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

ARTICLE XVI

AMENDMENTS

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

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

Section 16.3 Meeting. If any amendment to these Bylaws is proposed by the Board of Directors or the Co-owners, a meeting for consideration of the proposal shall be duly called in accordance with the provisions of these Bylaws. 6

Section 16.4 Voting. These Bylaws may be amended by the Co-owners at any regular meeting or a special meeting called for such purpose by an affirmative vote of sixty-six and two-thirds (66-2/3%) percent or more of the total votes of all Co-owners qualified to vote, as determined on a percentage of value basis. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of all mortgagees of Units shall be required. Each mortgagee shall have one vote for each mortgage held. Notwithstanding anything to the contrary contained in this Article XVI, during the Construction and Sales Period, these Bylaws shall not be amended in any way without the prior written consent of Developer.

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

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

ARTICLE XVII

COMPLIANCE

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

ARTICLE XVIII

REMEDIES FOR DEFAULT

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

Section 18.1 Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without limitation, an action

to recover damages, injunctive relief, foreclosure of lien (if there is a default in the payment of an assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

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

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

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

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

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

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

ARTICLE XIX

RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XX

SEVERABILITY

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

ARTICLE XXI

ARBITRATION

Section 21.1 Scope and Election. Disputes, claims, or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association, upon the election and written consent of the parties to any such disputes, claims or grievances (which consent shall include an agreement of the parties that the judgment of any circuit court of the State of Michigan may be rendered upon any award pursuant to such arbitration), and upon written notice to the Association, shall be submitted to arbitration, and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association as amended and in effect from time to time shall be applicable to any such arbitration.

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

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

Section 21.4 Co-owner Approval for Civil Actions Against Developer and First Board of Directors. Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against Developer, its agents or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a

LIBER27952PAGE049

vote of two-thirds (2/3rds) of all Co-owners and notice of such proposed action must be given in writing to all Co-owners in accordance with Article VIII. Such vote may only be taken in a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII.

OAKLAND COUNTY CONDOMINIUM
 SUBDIVISION PLAN # 1510
 EXHIBIT "B" TO THE MASTER DEED OF

"THE VILLAGE AT STONEGATE POINTE"

CITY OF PONTIAC, OAKLAND COUNTY, MICHIGAN

PROPOSED 11-15-2002 (OWNER REVIEW)
 PROPOSED 12-03-2002 (RECORDATION ISSUE)
 PROPOSED 02-03-2003 (RECORDATION ISSUE)
 PROPOSED 07-10-2003 (RECORDATION ISSUE)

ENGINEER



Richard A. Dither, PE
 Loren L. Kievering, AIA

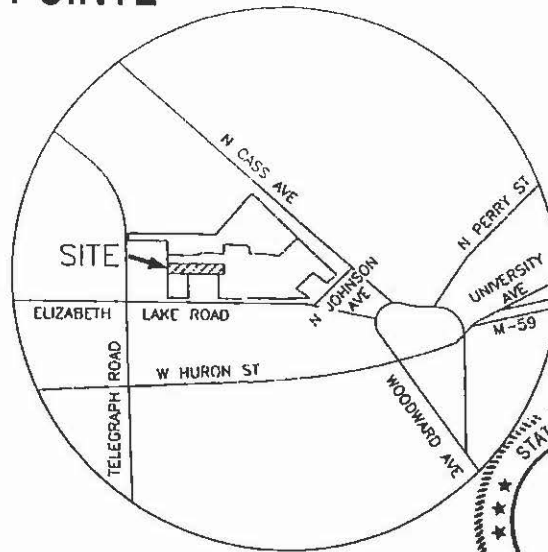
25200 TELEGRAPH ROAD
 P.O. BOX 5025
 SOUTHFIELD, MI 48086-5025
 Tel: (248)936-8000
 Fax: (248)936-8111

DEVELOPER

ETHEL ASSOCIATES LLC
 25200 TELEGRAPH ROAD SUITE 410
 SOUTHFIELD, MI 48034

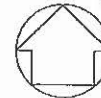
SURVEYOR

R. J. McCOY CO
 641 WEST HURON STREET
 PONTIAC, MI 48341
 Tel: (248)332-2210
 Fax: (248)332-9254



VICINITY MAP

NTS



Raymond J. McCoy
 RAYMOND J. McCOY, RLS #21270

SHEET INDEX

- 1 TITLE SHEET
- 2 OVERALL SURVEY PLAN
- 3 SURVEY PLAN
- 4 SURVEY PLAN
- 5 OVERALL SITE PLAN
- 6 SITE PLAN
- 7 SITE PLAN
- 8 OVERALL UTILITY PLAN
- 9 UTILITY PLAN
- 10 UTILITY PLAN
- 11 FLOOR PLAN
- 12 FLOOR PLAN
- 13 FLOOR PLAN
- 14 FLOOR PLAN
- 15 ELEVATIONS
- 16 ELEVATIONS

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS

CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE OAKLAND COUNTY REGISTER OF DEEDS AND SHALL BE DESIGNATED OAKLAND COUNTY CONDOMINIUM SUBDIVISION No. _____

SHEET No. 1

LIBER 27952 PAGE 050

THE VILLAGE AT STONEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN # 1510 EXHIBIT B

ENGINEER

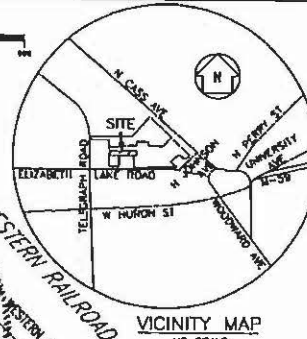
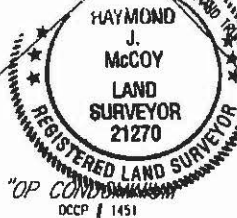
ARCADIS

Richard A. Briher, P.E.
Loren L. Klevering, M.A.

25200 TELEGRAPH ROAD
P.O. BOX 5025
SOUTHFIELD, MI 48066-5025
Tel. (248)936-8000
Fax (248)936-8111

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS

UNPLATTED
OAKLAND COUNTY CAMPUS



SURVEYOR CERTIFICATE

I, RAYMOND J. MCCOY, PROFESSIONAL SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY

THAT CONDOMINIUM SUBDIVISION PLANS SHALL BE NUMBERED CONSECUTIVELY WHEN RECORDED BY THE OAKLAND COUNTY REGISTER OF DEEDS AND SHALL BE DESIGNATED AS "THE VILLAGE AT STONEGATE POINTE", OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 1610 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED.

THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978, AS AMENDED.

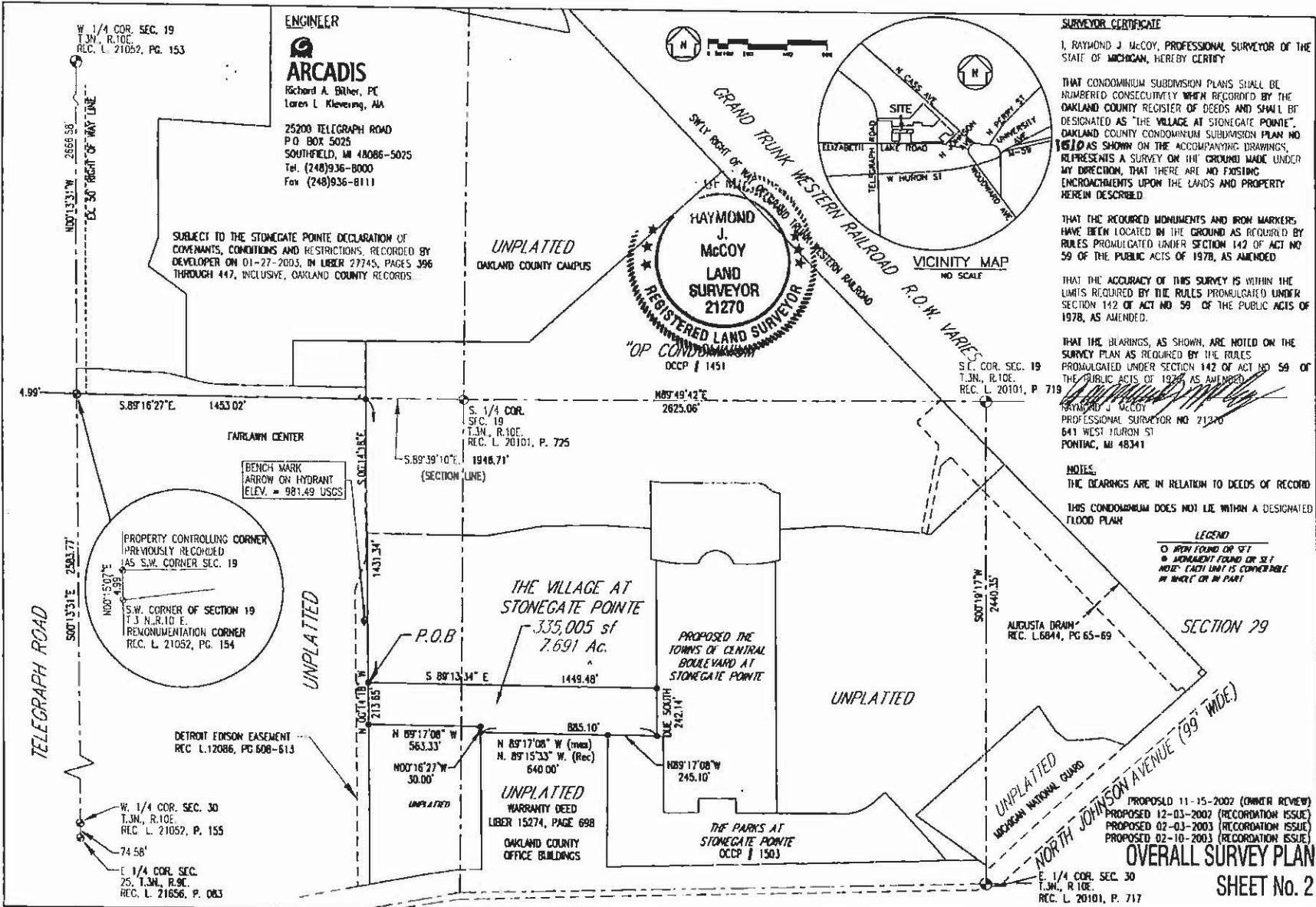
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO. 21270
641 WEST HURON ST.
PONTIAC, MI 48341

NOTES:
THE BEARINGS ARE IN RELATION TO DEEDS OF RECORD
THIS CONDOMINIUM DOES NOT LIE WITHIN A DESIGNATED FLOOD PLAN

LEGEND
○ IRON FOUND OR SET
● MONUMENT FOUND OR SET
NOTE: EACH UNIT IS CONVEYABLE IN WHOLE OR IN PART

PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

OVERALL SURVEY PLAN
SHEET No. 2



OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN # THE VILLAGE AT STONEGATE POINTE

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SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS

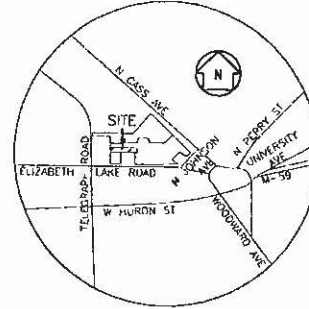
ENGINEER

ARCADIS

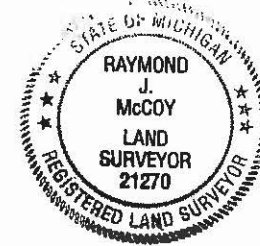
Richard A. Bither, P.E.
Loren L. Klevering, AIA

25200 TELEGRAPH ROAD
P.O. BOX 5025
SOUTHFIELD, MI 48086-5025
Tel: (248)936-8000
Fax: (248)936-8111

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	CH BEARING
C1	88.98	95.50	85.79	S44°13'34"E
C2	88.98	95.50	85.79	S45°46'26"W



VICINITY MAP
NO SCALE



Raymond J. McCoy
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO. 21270
641 WEST HURON ST
PONTIAC, MI 48341

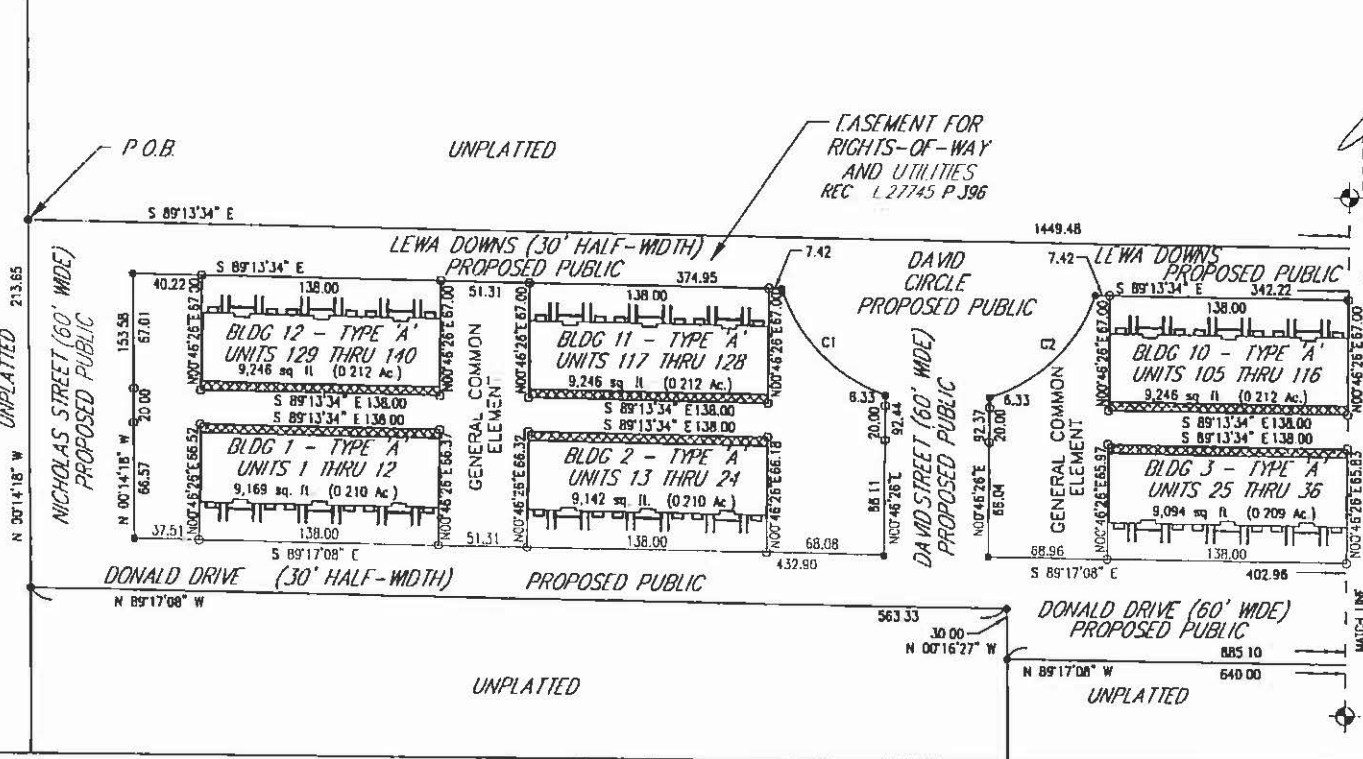
NOTES:
ALL BEARINGS ARE IN RELATION TO DEEDS OF RECORD
THIS CONDOMINIUM DOES NOT LIE WITHIN A DESIGNATED FLOOD PLAIN

LEGEND
 ○ ROW FOUND ON SET
 ● ROW/AVENUE FOUND ON SET
 --- MATCH LINE IS CONVERTIBLE IN WHOLE OR IN PART
 ▨ LIMITED COMMON ELEMENT

PROPOSED 02-10-2003 (RECORDATION ISSUE)
 PROPOSED 02-03-2003 (RECORDATION ISSUE)
 PROPOSED 12-03-2002 (RECORDATION ISSUE)
 PROPOSED 11-15-2002 (OWNER REVIEW)



SURVEY PLAN
SHEET No. 3



OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #
 THE VILLAGE AT STONEGATE POINTE

LIBER 27952 PAGE 053

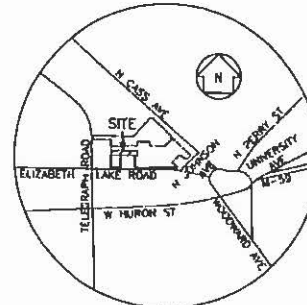
ENGINEER



Richard A. Bilher, PE
Loren L. Klevering, AIA

25200 TELEGRAPH ROAD
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SOUTHFIELD, MI 48036-5025
Tel: (248)936-8000
Fax: (248)936-8111

SUBJECT TO THE STONEGATE POINT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.



VICINITY MAP
NO SCALE



Raymond J. McCoy

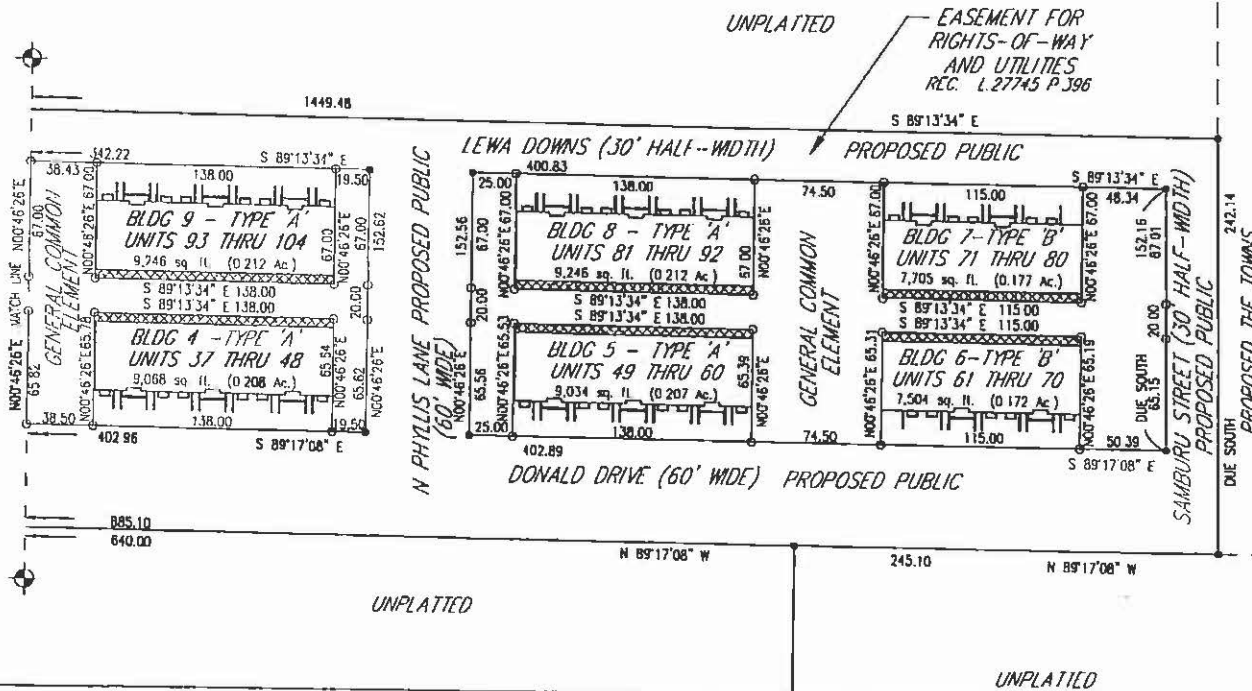
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO. 21270
641 WEST HURON ST
PONTIAC, MI 48341

NOTES:
THE BEARINGS ARE IN RELATION TO DEEDS OF RECORD
THIS CONDOMINIUM DOES NOT LIE WITHIN A DESIGNATED FLOOD PLAIN

- LEGEND
- MARK FOUND ON SET
 - MARK NOT FOUND OR SET
 - NOTE: EACH UNIT IS CONVERTIBLE IN WHOLE OR IN PART
 - ▨ LIMITED COMMON ELEMENT

PROPOSED 02-10-2003 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 11-15-2002 (OWNER REVIEW)

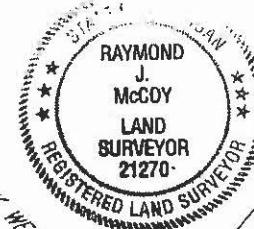
SURVEY PLAN
SHEET No. 4



THE VILLAGE AT STONEGATE POINT, OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 7

SUBJECT TO THE STONEGATE POINT DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.

PROPOSED 11-15-2002 (OWNER REVIEW)
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PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 07-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)



Raymond J. McCoy
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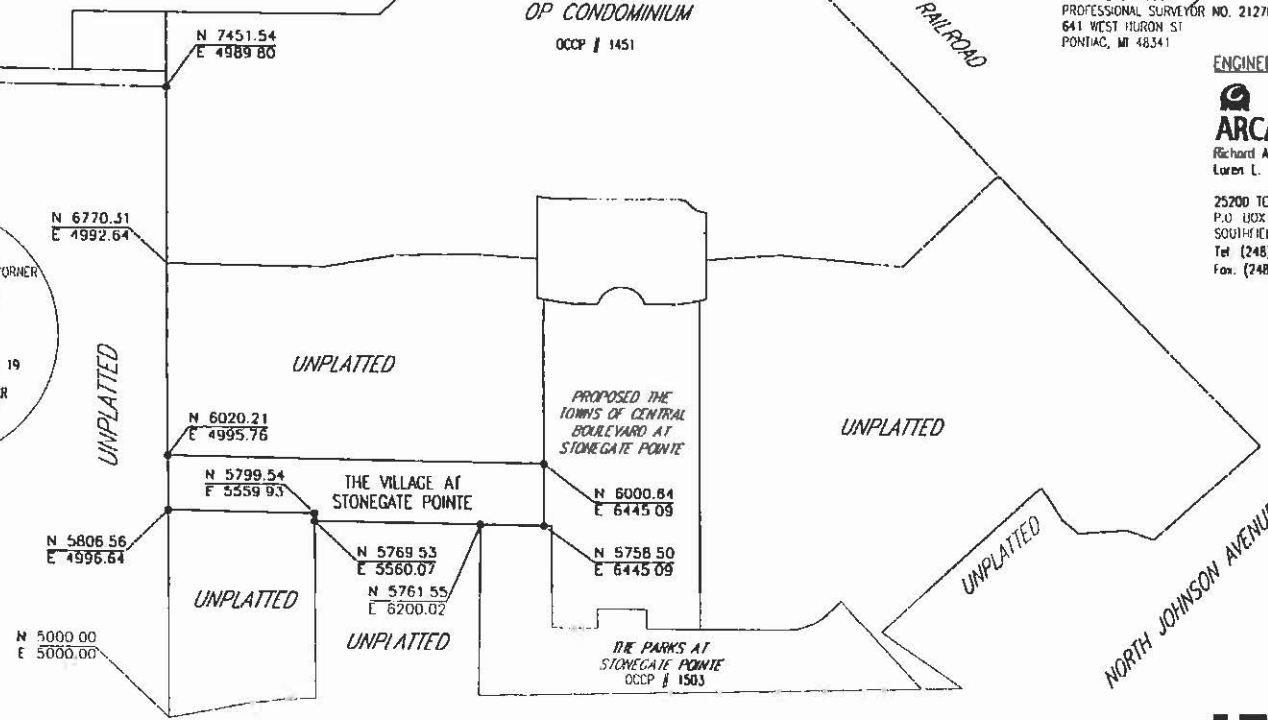
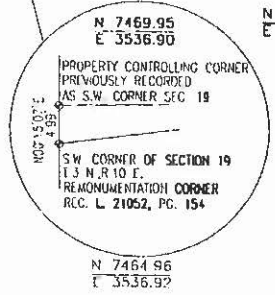


TELEGRAPH ROAD

GRAND TRUNK WESTERN RAILROAD

NORTH JOHNSON AVENUE

ELIZABETH LAKE ROAD



OVERALL SITE PLAN
SHEET No. 5

OAKLAND COUNTY CONDOMINIUM SUBMISSION PLAN 7



PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

SETBACK REQUIREMENTS:

- 1. FRONT YARD = 12 FEET
- 2. REAR YARD = 5 FEET
- 3. SIDE YARD = 0 FEET

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.

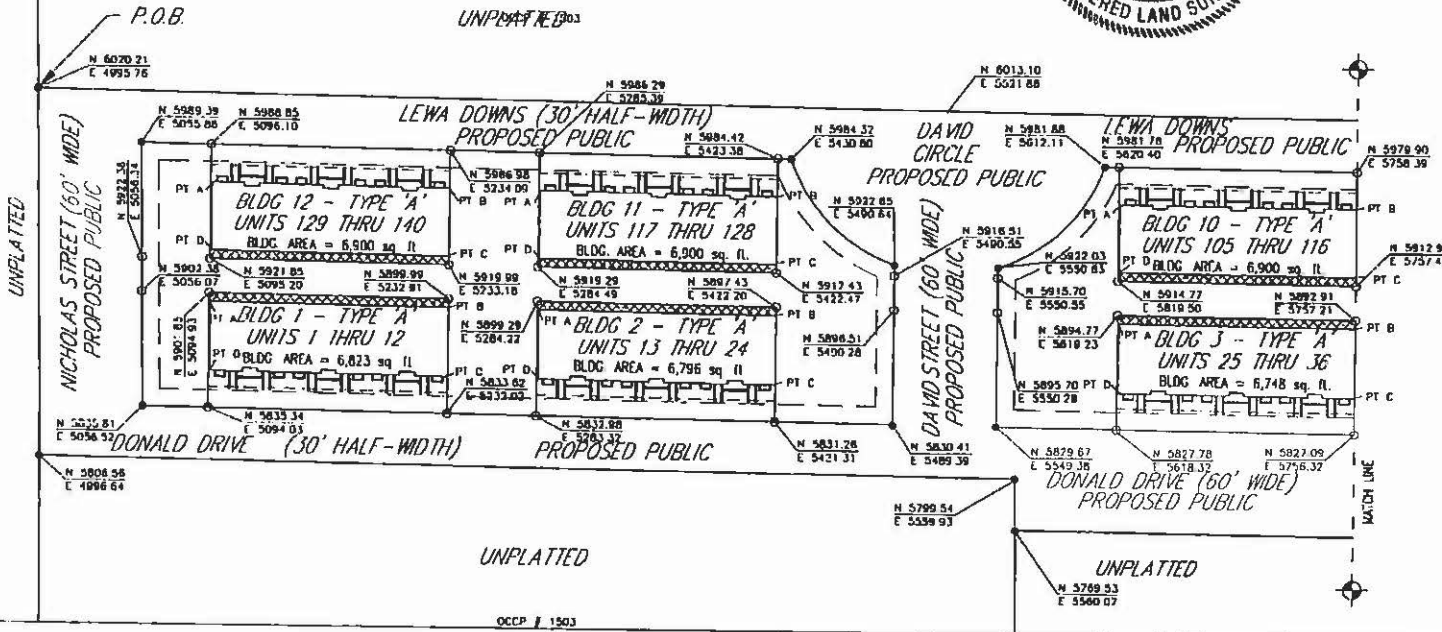


Raymond J. McCoy
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO. 21270
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ENGINEER

ARCADIS
Richard A. Bither, PE
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SOUTHFIELD, MI 48066-5025
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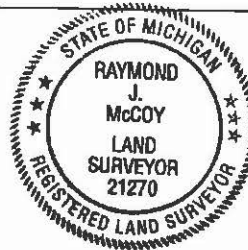


SITE PLAN SHEET No. 6

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 7
THE VILLAGE AT STONEGATE POINTE



SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS



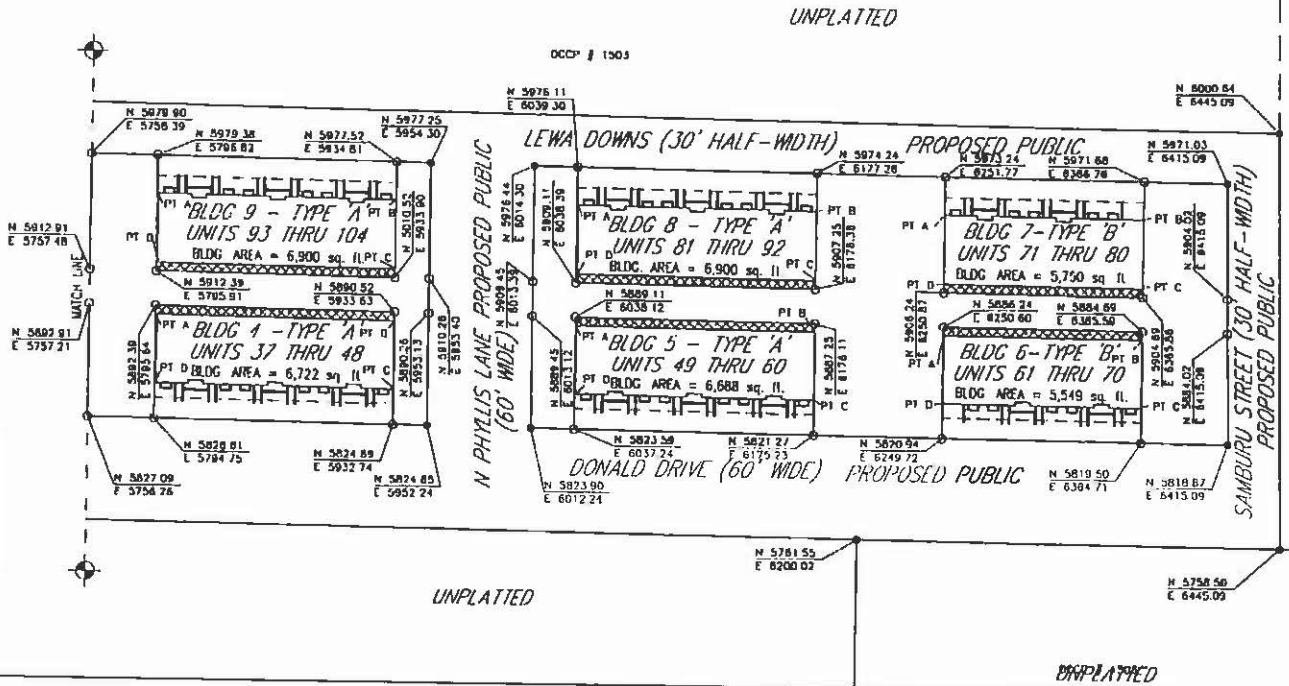
PROPOSED 11-15-2002 (OWNER REVIEW)
 PROPOSED 12-03-2002 (RECORDATION ISSUE)
 PROPOSED 02-03-2003 (RECORDATION ISSUE)
 PROPOSED 02-10-2003 (RECORDATION ISSUE)

Raymond J. McCoy
 RAYMOND J. MCCOY
 PROFESSIONAL SURVEYOR NO. 21270
 641 WEST HURON ST
 PONTIAC, MI 48341

- SETBACK REQUIREMENTS:**
1. FRONT YARD = 12 FEET
 2. REAR YARD = 5 FEET
 3. SIDE YARD = 0 FEET

ENGINEER

ARCADIS
 Richard A. Blitzer, PE
 Loren L. Klevring, MA
 25200 TELEGRAPH ROAD
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 SOUTHFIELD, MI 48066-5025
 Tel: (248)936-8000
 Fax: (248)936-8111



PROPOSED THE TOWNSHIP OF CENTRAL BOULEVARD AT SAMBURU STREET (30' HALF-WIDTH) PROPOSED PUBLIC

SITE PLAN SHEET No. 7

THE VILLAGE AT SIDNEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #

LIBER 27952 PAGE 057

ENGINEER

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Loren L. Klevering, AIA

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Fax (248)936-8111



SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.



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PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

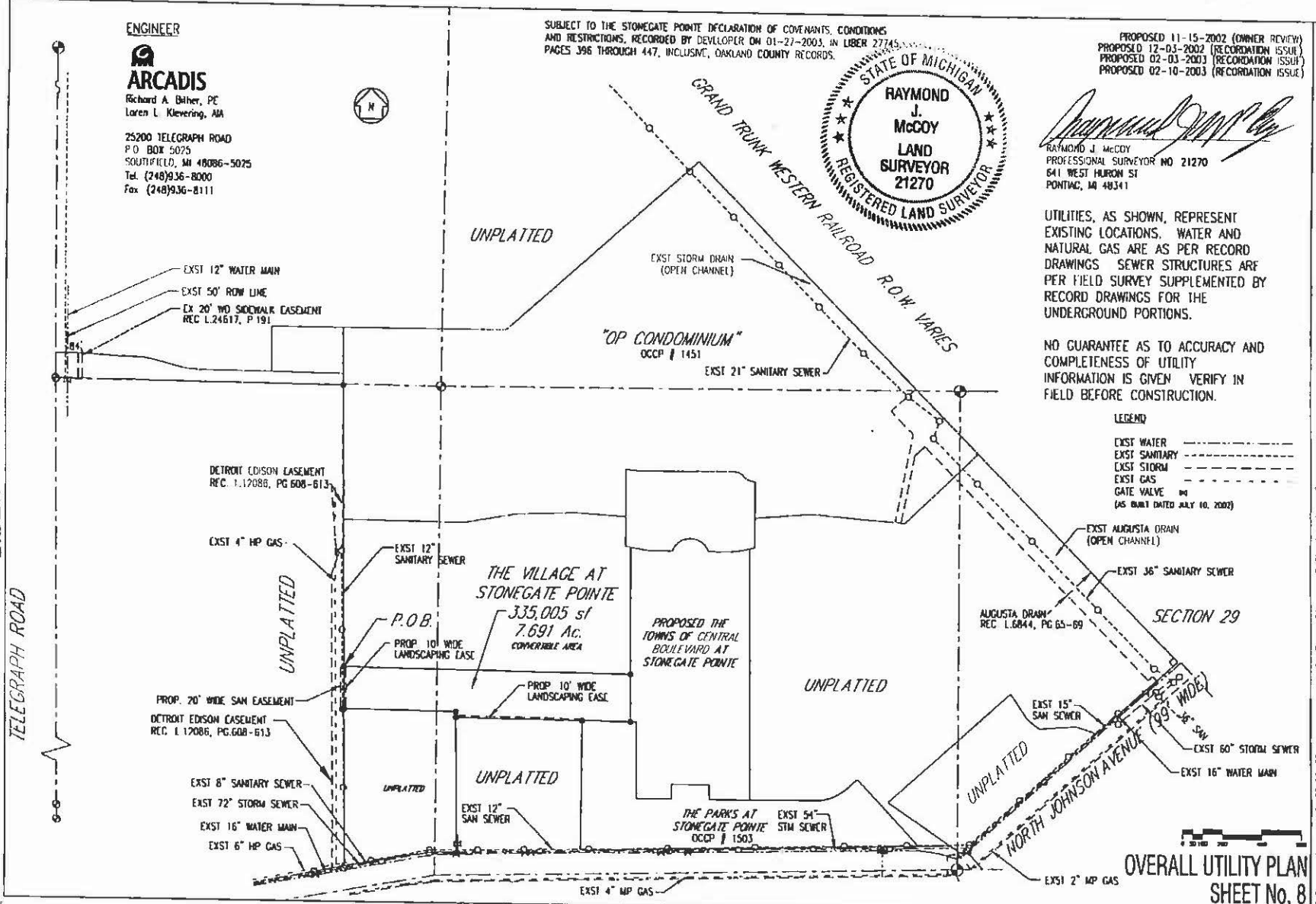
Raymond J. McCoy
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO 21270
641 WEST HURON ST
PONTIAC, MI 48341

UTILITIES, AS SHOWN, REPRESENT EXISTING LOCATIONS. WATER AND NATURAL GAS ARE AS PER RECORD DRAWINGS. SEWER STRUCTURES ARE PER FIELD SURVEY SUPPLEMENTED BY RECORD DRAWINGS FOR THE UNDERGROUND PORTIONS.

NO GUARANTEE AS TO ACCURACY AND COMPLETENESS OF UTILITY INFORMATION IS GIVEN. VERIFY IN FIELD BEFORE CONSTRUCTION.

LEGEND

- EXIST WATER
- EXIST SANITARY
- EXIST STORM
- EXIST GAS
- GATE VALVE
- (AS BUILT DATED JULY 10, 2002)



OVERALL UTILITY PLAN
SHEET No. 8

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #

DATE

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN #

PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)



SUBJECT TO THE STONEGATE POINT DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745,
PAGES 386 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS

LEGEND

EXST WATER	---
EXST SANITARY	---
EXST STORM	---
EXST GAS	---
GATE VALVE	■
(AS BUILT DATED JULY 10, 2002)	
PROP WATER	---
PROP SANITARY (SAN)	---
PROP STORM (STW)	---
FIRE HYDRANT	▲
GATE VALVE	●
MANHOLE	●
CATCH BASIN	■



Raymond J. McCoy
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO 21270
641 WEST HURON ST.
PONTIAC, MI 48341

EXISTING UTILITIES, AS SHOWN,
REPRESENT EXISTING LOCATIONS.
WATER AND NATURAL GAS ARE AS PER
RECORD DRAWINGS. EXISTING SEWER
STRUCTURES ARE PER FIELD SURVEY
SUPPLEMENTED BY RECORD DRAWINGS
FOR THE UNDERGROUND PORTIONS.

NO GUARANTEE AS TO ACCURACY AND
COMPLETENESS OF UTILITY
INFORMATION IS GIVEN. VERIFY IN
FIELD BEFORE CONSTRUCTION.

ALL PROPOSED UTILITIES SHOWN MUST
BE BUILT.

ENGINEER



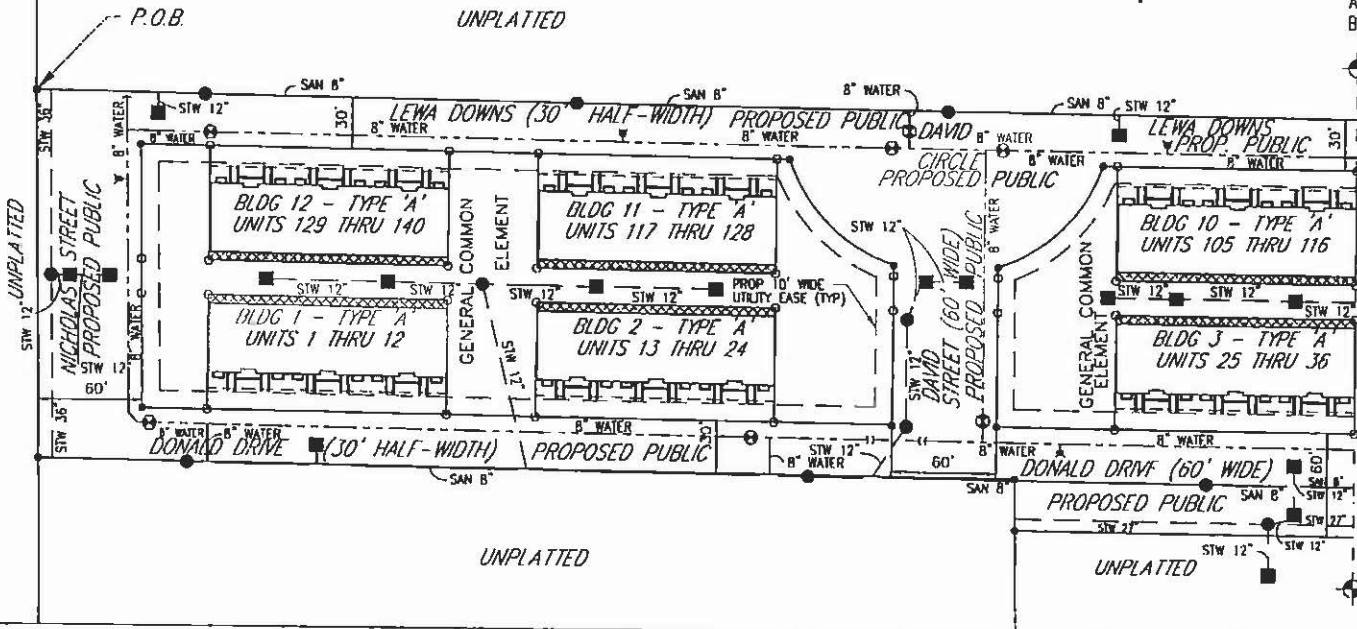
Richard A. Bilher, PE
Loren L. Klevenger, AIA

75200 TELEGRAPH ROAD
P.O. BOX 5025
SOUTHFIELD, MI 48086-5025
Tel: (248)936-8000
Fax: (248)936-8111

UTILITY PLAN
SHEET No. 9

THE VILLAGE AT STONEGATE POINT OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #

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LIBER 27952 PAGE 059

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN #



SUBJECT TO THE STONEGATE POINT DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745,
PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS

LEGEND

EXST WATER	---
EXST SANITARY	- - - - -
EXST STORM	- - - - -
EXST GAS	- - - - -
GATE VALVE	Ⓜ
(AS-BUILT DATED JULY 10, 2002)	

PROP WATER	---
PROP SANITARY (SAN)	- - - - -
PROP STORM (STW)	- - - - -
TIRE HYDRANT	▲
GATE VALVE	Ⓜ
MANHOLE	●
CATCH BASIN	■



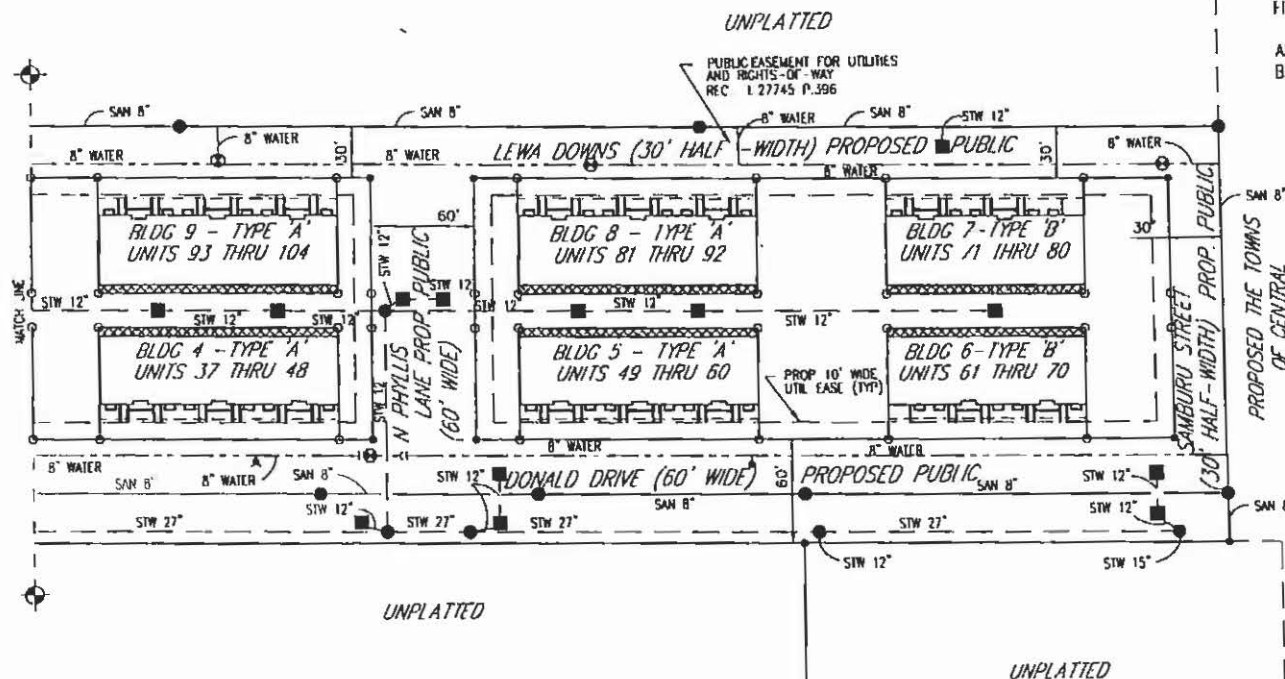
PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

Raymond J. McCoy
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO. 21270
841 WEST HURON ST.
PONTIAC, MI 48341

EXISTING UTILITIES, AS SHOWN,
REPRESENT EXISTING LOCATIONS
WATER AND NATURAL GAS ARE AS PER
RECORD DRAWINGS. EXISTING SEWER
STRUCTURES ARE PER FIELD SURVEY
SUPPLEMENTED BY RECORD DRAWINGS
FOR THE UNDERGROUND PORTIONS.

NO GUARANTEE AS TO ACCURACY AND
COMPLETENESS OF UTILITY
INFORMATION IS GIVEN. VERIFY IN
FIELD BEFORE CONSTRUCTION.

ALL PROPOSED UTILITIES SHOWN MUST
BE BUILT.



ENGINEER



Richard A. Biber, P.E.
Loren L. Klevring, AIA

25200 TELEGRAPH ROAD
P.O. BOX 5025
SOUTHFIELD, MI 48086-5025
Tel: (248)936-8000
Fax: (248)936-8111



UTILITY PLAN
SHEET No. 10




OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #

3/27/03

THE VILLAGE AT STONEGATE POINT

PROPOSED 11-15-2002 (OWNER REVIEW)
 PROPOSED 12-03-2002 (RECORDATION ISSUE)
 PROPOSED 02-03-2003 (RECORDATION ISSUE)
 PROPOSED 02-10-2003 (RECORDATION ISSUE)

LEGEND

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

*SEE SHEET 16 FOR SECTIONS

	BLDG 1	BLDG 2	BLDG 3	BLDG 4	BLDG 5	BLDG 6	BLDG 7	BLDG 8	BLDG 9	BLDG 10	BLDG 11	BLDG 12
POINT 'A'	N 5893.85	5893.30	5888.77	5886.39	5883.11	5880.24	5910.69	5913.29	5916.52	5918.91	5923.43	5925.99
	E 5094.85	5284.14	5619.14	5795.56	6036.04	6250.52	6365.94	6176.46	5933.98	5757.56	5422.56	5233.27
POINT 'B'	N 5893.99	5891.43	5886.91	5884.53	5881.29	5878.69	5912.24	5915.11	5918.39	5920.77	5925.29	5927.85
	E 5232.83	5422.12	5757.13	5933.55	6176.03	6250.52	6250.95	6038.47	5795.99	5619.58	5284.57	5095.28
POINT 'C'	N 5852.32	5849.77	5845.24	5842.86	5839.58	5837.02	5931.91	5935.78	5960.05	5962.44	5966.96	5969.52
	E 5232.27	5421.56	5756.57	5932.99	6175.46	6364.94	6251.51	6039.04	5796.56	5626.14	5285.13	5095.84
POINT 'D'	N 5854.19	5851.63	5847.11	5844.72	5841.45	5838.58	5932.35	5934.91	5938.19	5960.57	5965.10	5967.65
	E 5094.28	5283.57	5618.58	5795.00	6037.48	6249.95	6368.50	6177.07	5934.54	5758.13	5423.12	5233.83

ENGINEER

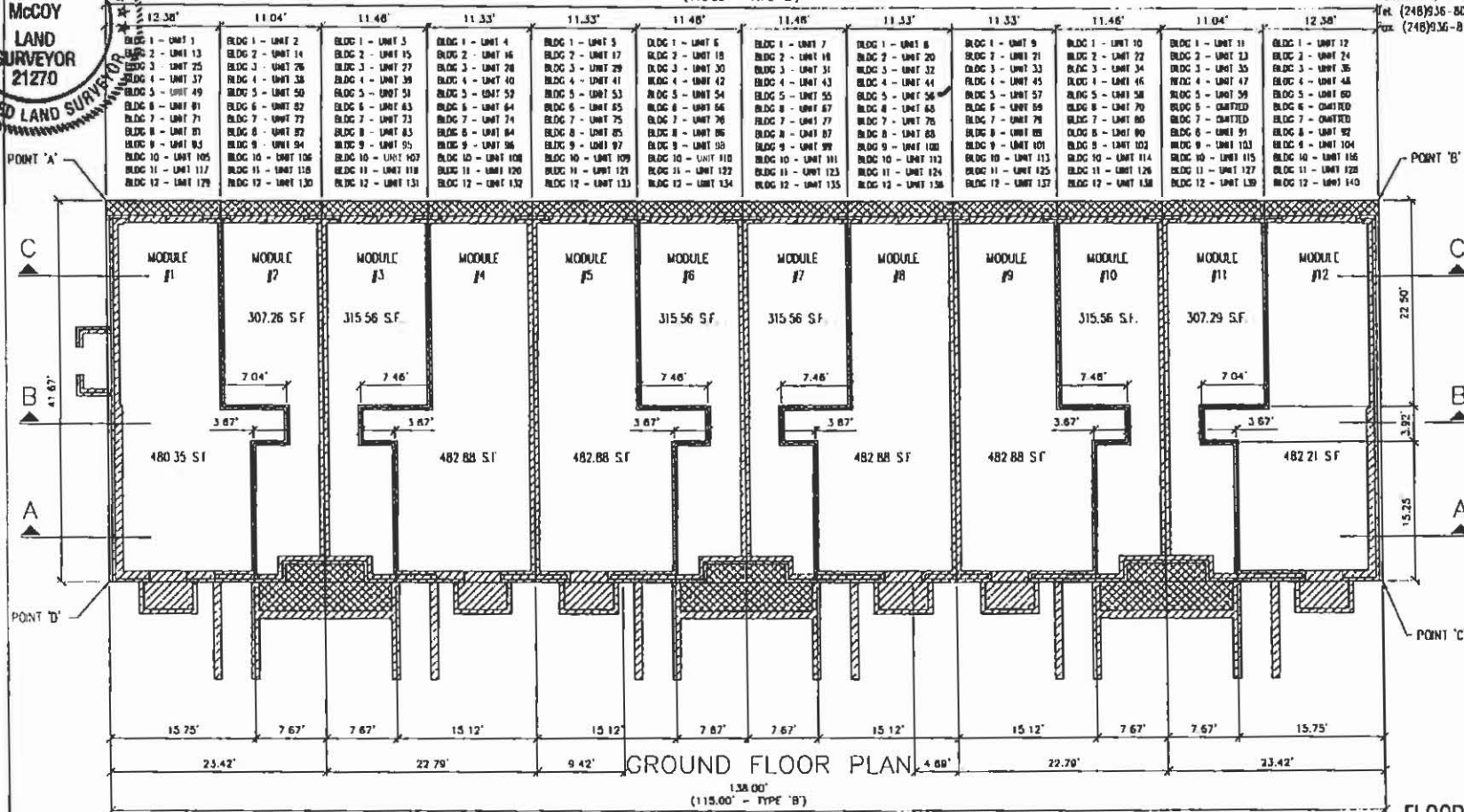


Richard A. Biber, PE
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LIBER 27952 PAGE 060



NOTE:
 BUILDING TYPE 'A' CONSISTS OF MODULES 1 THRU 12 (INCL.)
 BUILDING TYPE 'B' CONSISTS OF MODULES 1 THRU 10 (INCL.)

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS

AREAS:
 GENERAL COMMON ELEMENT = 187.17 sq. ft.
 LIMITED COMMON ELEMENT = 950.70 sq. ft.



FLOOR PLAN SHEET No. 11

THE VILLAGE AT STONEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 3

ENGINEER

ARCADIS

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LEGEND

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



PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 07-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

Raymond J. McCoy
RAYMOND J. MCCOY
PROFESSIONAL SURVEYOR NO. 21270
641 WEST HURON ST.
PONTIAC, MI 48341

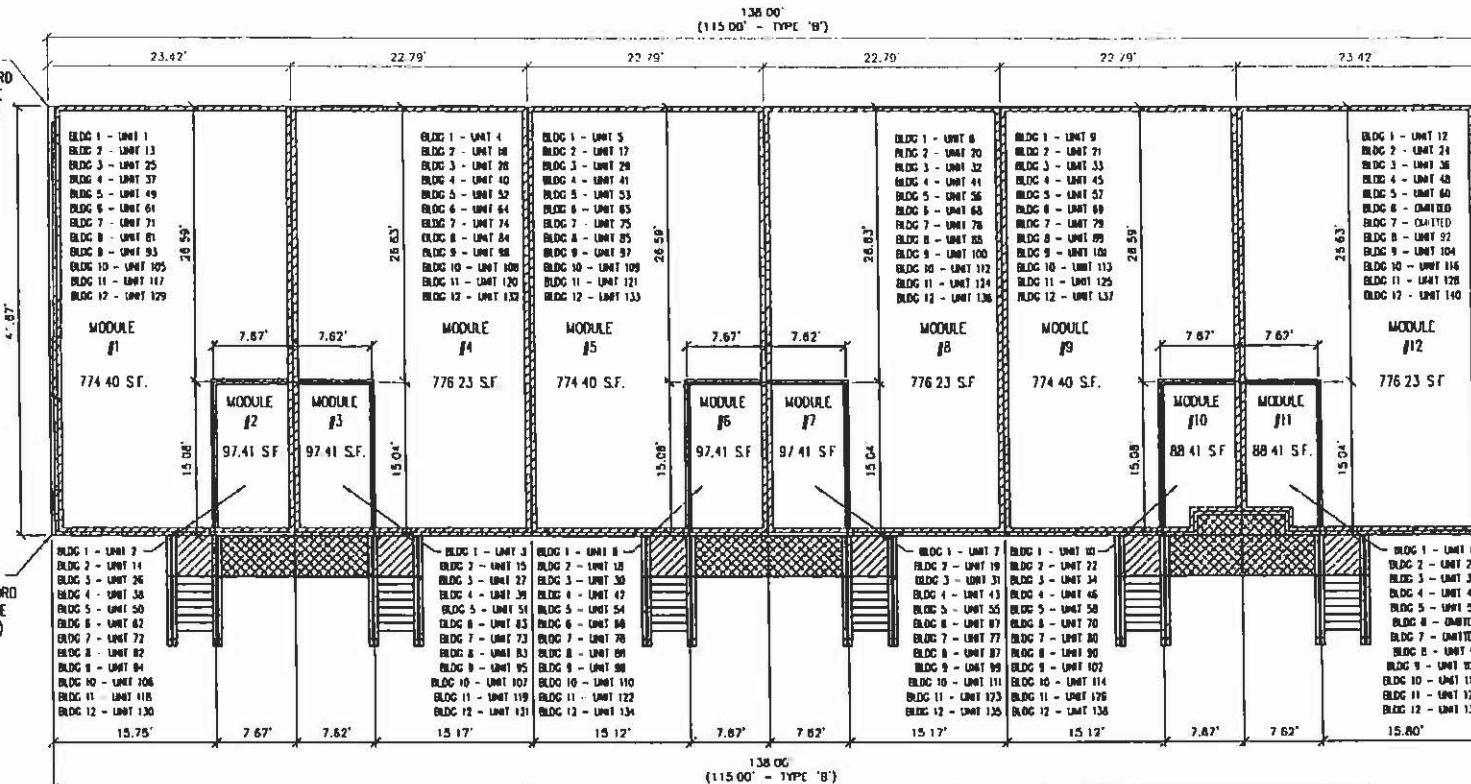
LIBER 27952 PAGE 061

POINT 'A'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'B'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'D'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'C'
(FOR COORD TABLE
SEE SHEET 11)



NOTE:
BUILDING TYPE 'A' CONSISTS OF MODULES 1 THRU 12 (INCL)
BUILDING TYPE 'B' CONSISTS OF MODULES 1 THRU 10 (INCL)

FIRST FLOOR PLAN

AREAS:
GENERAL COMMON ELEMENT = 187.00 sq. ft.
LIMITED COMMON ELEMENT = 706.05 sq. ft.



FLOOR PLAN
SHEET No. 12

THE VILLAGE AT STONEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #




ENGINEER

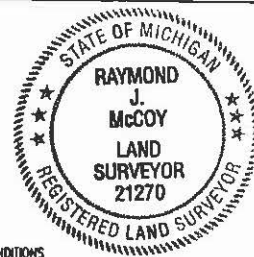


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LEGEND

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



PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

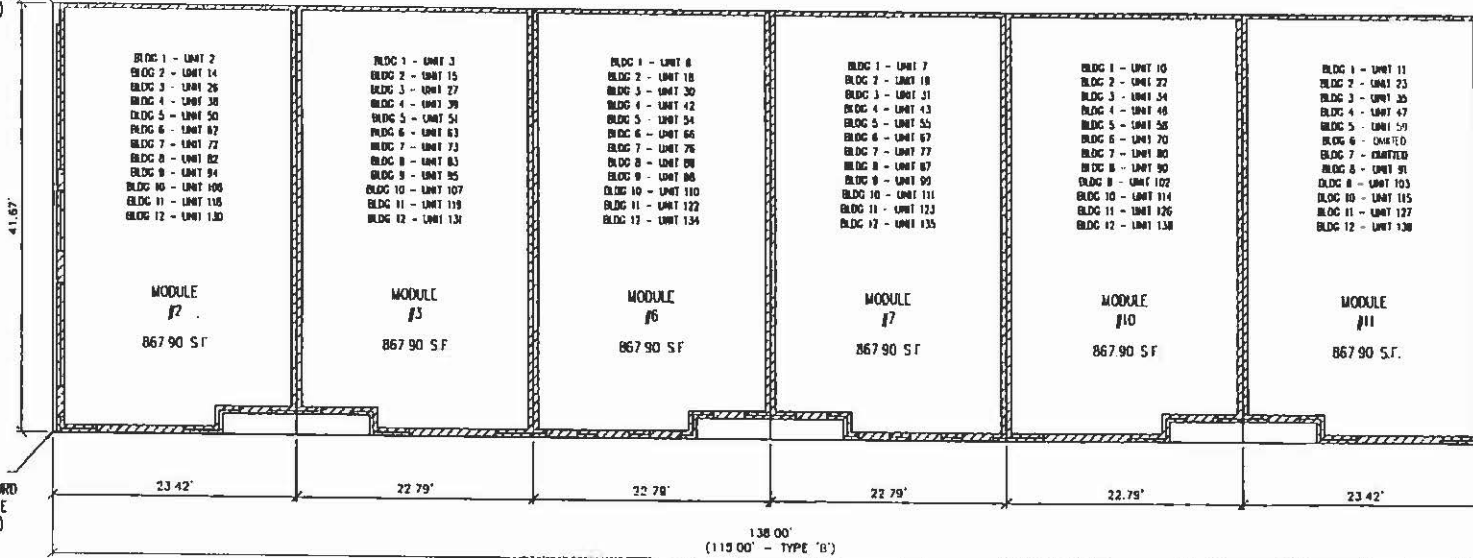
Raymond J. McCoy
RAYMOND J. McCOY
PROFESSIONAL SURVEYOR NO. 21270
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PONTIAC, MI 48341

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.

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POINT 'A'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'B'
(FOR COORD TABLE
SEE SHEET 11)



POINT 'D'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'C'
(FOR COORD TABLE
SEE SHEET 11)

SECOND FLOOR PLAN

NOTE:
BUILDING TYPE 'A' CONSISTS OF MODULES 1 THRU 12 (INCL)
BUILDING TYPE 'B' CONSISTS OF MODULES 1 THRU 10 (INCL)

AREAS:
GENERAL COMMON ELEMENT = 0.00 sq. ft.
LIMITED COMMON ELEMENT = 411.82 sq. ft.



FLOOR PLAN
SHEET No. 13

THE VILLAGE AT STONEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 1

SCALE: 1/8" = 1'-0" (VERTICAL DIMENSIONS) 1/4" = 1'-0" (HORIZONTAL DIMENSIONS)

ENGINEER






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PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 02-10-2003 (RECORDATION ISSUE)

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RAYMOND J. MCCOY
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LEGEND

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

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, RECORDED BY DEVELOPER ON 01-27-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.

BLDG 1 - UNIT 2
BLDG 2 - UNIT 14
BLDG 3 - UNIT 26
BLDG 4 - UNIT 38
BLDG 5 - UNIT 50
BLDG 6 - UNIT 62
BLDG 7 - UNIT 74
BLDG 8 - UNIT 86
BLDG 9 - UNIT 98
BLDG 10 - UNIT 110
BLDG 11 - UNIT 122
BLDG 12 - UNIT 134

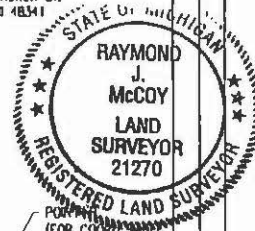
BLDG 1 - UNIT 3
BLDG 2 - UNIT 15
BLDG 3 - UNIT 27
BLDG 4 - UNIT 39
BLDG 5 - UNIT 51
BLDG 6 - UNIT 63
BLDG 7 - UNIT 75
BLDG 8 - UNIT 87
BLDG 9 - UNIT 99
BLDG 10 - UNIT 111
BLDG 11 - UNIT 123
BLDG 12 - UNIT 135

BLDG 1 - UNIT 4
BLDG 2 - UNIT 16
BLDG 3 - UNIT 28
BLDG 4 - UNIT 40
BLDG 5 - UNIT 52
BLDG 6 - UNIT 64
BLDG 7 - UNIT 76
BLDG 8 - UNIT 88
BLDG 9 - UNIT 100
BLDG 10 - UNIT 112
BLDG 11 - UNIT 124
BLDG 12 - UNIT 136

BLDG 1 - UNIT 5
BLDG 2 - UNIT 17
BLDG 3 - UNIT 29
BLDG 4 - UNIT 41
BLDG 5 - UNIT 53
BLDG 6 - UNIT 65
BLDG 7 - UNIT 77
BLDG 8 - UNIT 89
BLDG 9 - UNIT 101
BLDG 10 - UNIT 113
BLDG 11 - UNIT 125
BLDG 12 - UNIT 137

BLDG 1 - UNIT 6
BLDG 2 - UNIT 18
BLDG 3 - UNIT 30
BLDG 4 - UNIT 42
BLDG 5 - UNIT 54
BLDG 6 - UNIT 66
BLDG 7 - UNIT 78
BLDG 8 - UNIT 90
BLDG 9 - UNIT 102
BLDG 10 - UNIT 114
BLDG 11 - UNIT 126
BLDG 12 - UNIT 138

BLDG 1 - UNIT 7
BLDG 2 - UNIT 19
BLDG 3 - UNIT 31
BLDG 4 - UNIT 43
BLDG 5 - UNIT 55
BLDG 6 - UNIT 67
BLDG 7 - UNIT 79
BLDG 8 - UNIT 91
BLDG 9 - UNIT 103
BLDG 10 - UNIT 115
BLDG 11 - UNIT 127
BLDG 12 - UNIT 139



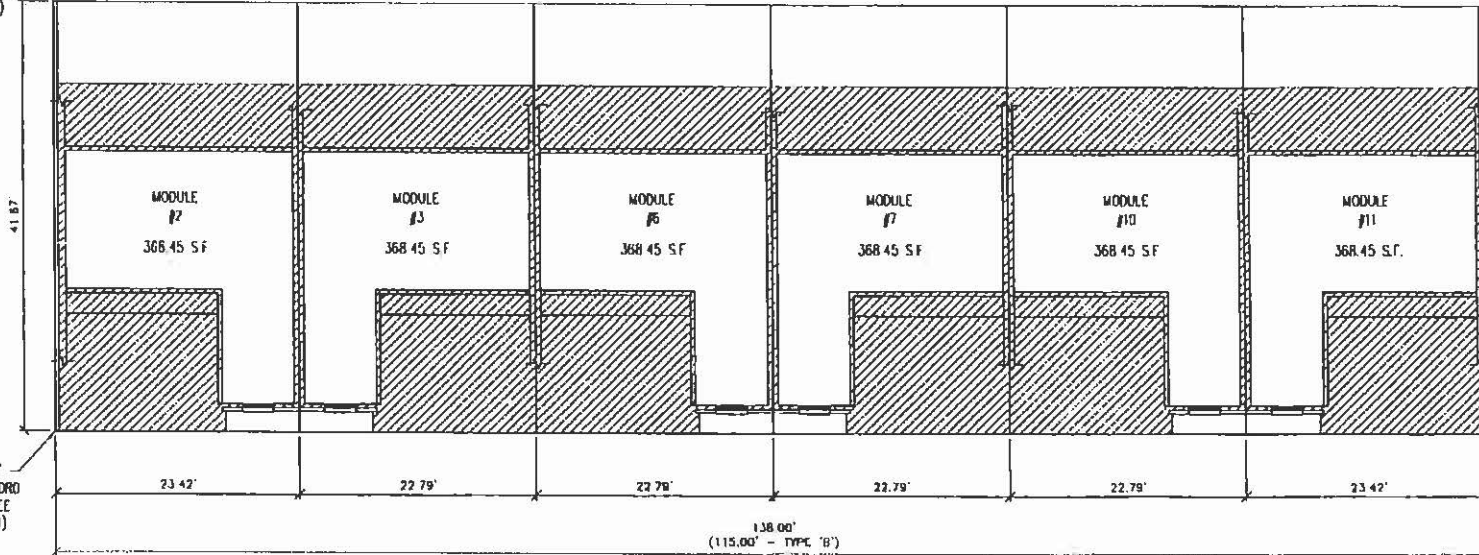
LIBER 27952 PAGE 063

POINT 'A'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'B'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'D'
(FOR COORD
TABLE SEE
SHEET 11)

POINT 'C'
(FOR COORD
TABLE
SEE SHEET 11)



LOFT LEVEL FLOOR PLAN

NOTE:
BUILDING TYPE 'A' CONSISTS OF MODULES 1 THRU 12 (INCL.)
BUILDING TYPE 'B' CONSISTS OF MODULES 1 THRU 10 (INCL.)

AREAS:
GENERAL COMMON ELEMENT = 0.00 sq. ft.
LIMITED COMMON ELEMENT = 2,307.60 sq. ft.



FLOOR PLAN
SHEET No. 14

THE VILLAGE AT STONEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN 7

LIBER 27952 PAGE 065

ENGINEER



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LEGEND



GENERAL COMMON ELEMENT



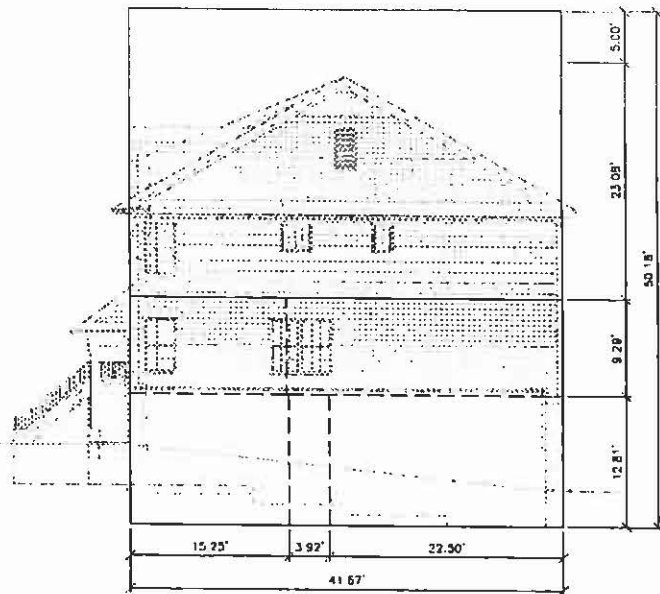
LIMITED COMMON ELEMENT



LIMITS OF OWNERSHIP

PROPOSED 11-15-2002 (OWNER REVIEW)
PROPOSED 12-03-2002 (RECORDATION ISSUE)
PROPOSED 02-03-2003 (RECORDATION ISSUE)
PROPOSED 09-10-2003 (RECORDATION ISSUE)

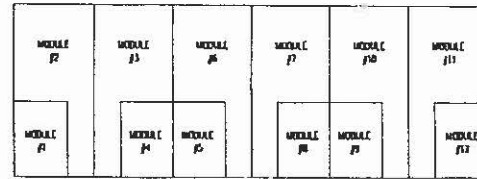
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PROFESSIONAL SURVEYOR NO. 21270
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PONTIAC, MI 48341



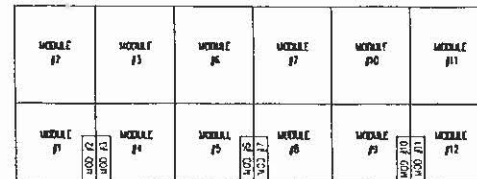
LEFT ELEVATION

SUBJECT TO THE STONEGATE POINTE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS RECORDED BY DEVELOPER DM 01-77-2003, IN LIBER 27745, PAGES 396 THROUGH 447, INCLUSIVE, OAKLAND COUNTY RECORDS.

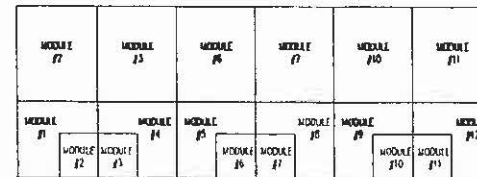
NOTE
BUILDING TYPE 'A' CONSISTS OF MODULES 1 THRU 12 (INCL.)
BUILDING TYPE 'B' CONSISTS OF MODULES 1 THRU 10 (INCL.)



SECTION A-A
NOT TO SCALE
(SEE SHEET 11 FOR LOCATION)



SECTION B-B
NOT TO SCALE
(SEE SHEET 11 FOR LOCATION)



SECTION C-C
NOT TO SCALE
(SEE SHEET 11 FOR LOCATION)



ELEVATIONS
SHEET No. 16

THE VILLAGE AT STONEGATE POINTE OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN #

14-00001

DATE PLOTTED: 01/14/2004 10:00 AM

Bc/SCD-502 (Rev. 04-01)

MICHIGAN DEPARTMENT OF CONSUMER & INDUSTRY SERVICES BUREAU OF COMMERCIAL SERVICES		
Date Received	(FOR BUREAU USE ONLY)	
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Name Patricia A. Sawyer Seyburn, Kahn, Ginn, Bess and Serlin, P.C.		
Address 2000 Town Center, Suite 1500		
City	State	Zip Code
Southfield	MI	48075-1195
		EFFECTIVE DATE

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ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles.

ARTICLE I

The name of the corporation is: **The Village at Stonegate Pointe Condominium Association**

ARTICLE II

The purpose or purposes for which the corporation is organized are:

See attached Rider.

ARTICLE III

1 The corporation is organized upon a Nonstock basis
(Stock or Nonstock)

2. If organized on a stock basis, the total number of shares which the corporation has authority to issue is N/A. If the shares are, or are to be, divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class are as follows: