

VILLAGES OF COUNTRY CREEK CONDOMINIUM ASSOCIATION RULES AND REGULATIONS

(adopted August, 1997)

(revised May, 1999)

ACCESSORY USE INFORMATION

Reference – Page Two (2) of Oakland Township Landscaping, Accessory Use and Fence Standards

All “Accessory Use Structures” must first be approved by Oakland Township prior to their installation in the Accessory Use area. This *includes but is not limited to* decks, basketball courts, play structures, swingsets, dog runs, dog houses and wooden boxes for plants.

White vinyl fencing (pending amendment approval) is the only “approved fencing” for Villages of Country Creek. All fencing must be contained in the rear yard of your home and may not extend any further towards the street than the rear foundation line of your home.

Privacy fencing of any type is not permitted.

SINGLE FAMILY UNIT

Reference – Article VI, Section 1 of the Villages of Country Creek Bylaws

Each unit in the condominium shall be occupied by a single family only, and shall not be used for other than single family purposes.

No unit shall be used for commercial or business offices.

LEASING INFORMATION

Reference – Article VI, Sections 2 & 13 of the Villages of Country Creek Bylaws

A co-owner, desiring to rent or lease a condominium unit, shall disclose that fact in writing to the association at least ten (10) days before presenting a lease form to a potential lessee and shall supply the association with a copy of the exact lease form for review and compliance with the Condominium Documents.

If the association determines the tenant or non co-owner occupant has failed to comply with the conditions of the Condominium Documents, the association shall take the following action:

1. The association shall notify the co-owner by certified mail advising of the alleged violation by tenant or non co-owner occupant.
2. The co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non co-owner occupant or advise the association that a violation has not occurred.

When a co-owner is in arrears to the association for assessments, the association may give written notice of the arrearage to a tenant occupying a co-owner condominium unit under a lease or rental agreement. The tenant, after receiving such notice, shall deduct from rental payments due the co-owner, the arrearage and future assessments as they fall due and pay them to the association.

EXTERIOR ALTERATIONS

Reference – Article VI, Sections 3 & 4 of the Villages of Country Creek Bylaws

Reference – Article VI, Section 12 of the 2nd Amendment to the Master Deed

No one shall be entitled to alter the nature or appearance of any improvements constructed within the boundaries of a condominium unit or the limited Common Elements, if any, appurtenant thereto without the prior written consent of the board in its absolute discretion.

The co-owner shall be responsible for the maintenance and repair of any approved modification and said repair and/or modifications shall be to the satisfaction of the association.

Any alteration or modification that received written board approval must be completed in a time frame not to exceed 60 days, unless specific written board approval to the contrary is provided.

The association may undertake to maintain and/or repair same and assess the co-owner the cost thereof and collect same from the co-owner in the same manner as provided for the collection of assessments in Article II hereof.

No co-owner shall make any changes in the Common Elements, Limited or General, or to the exterior appearance of the co-owner's unit, *including but not limited to* landscaping or planting of gardens, trees, shrubs or flowers or the placement of any ornamental materials, without the express written approval of the board of directors.

LAWN AND LANDSCAPE PLAN

Reference – Article VI, Section 21 (a) of the 3rd Amendment to the Master Deed of Villages of Country Creek

Developer of the Project shall prepare and have approved by the Township of Oakland, at least one basic landscaping plan for each of the various homes styles to be constructed on the Condominium premises. Upon sale of each Condominium Unit, the purchaser will be provided with a copy of the plan or plans approved with the respective style of home purchased. Within ninety (90) days of issuance of a Certificate of Occupancy for the respective unit, with reasonable extensions for prohibitive weather conditions, the co-owner shall be responsible for planting sod on all areas of the unit to be lawn areas, and within one (1) year of Certificate of Occupancy, the co-owner shall be responsible for implementing the balance of landscaping on the property consistent with the plan.

QUIET ENJOYMENT

Reference – Article VI, Section 5 of the Villages of Country Creek Bylaws

No immoral, improper, unlawful or offensive activity shall be carried on in any unit or upon the Common Elements, Limited or General, nor shall anything be done which may be or become an annoyance or a nuisance to the co-owners of the condominium.

No unreasonably noisy activity shall occur in or on the Common Elements or in any unit at any time and disputes among co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the association.

PETS

Reference – Article VI, Section 6 of the Villages of Country Creek Bylaws

No animals, including household pets, shall be maintained by any co-owner unless specifically approved in writing by the Association, except that a co-owner may maintain one (1) domesticated dog or cat in his unit.

No savage or dangerous animals, *including but not limited to* Pit Bulls, shall be kept.

PETS (as continued)

Reference – Article VI, Section 6 of the Villages of Country Creek Bylaws

No animals are permitted to run loose at any time upon the Common Elements and any animals shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General.

Each co-owner shall be responsible for promptly removing any excrement or other deposits left by their pets or by the pets of their guests or visitors.

No dog which barks and can be heard on any frequent or continuing basis, shall be kept in any unit or on the Common Elements.

GENERAL CONDITIONS

Reference – Article VI, Sections 7 & 8 of the Villages of Country Creek Bylaws

The Common Elements shall not be used for storage of supplies, materials, personal property, trash or refuse of any kind.

Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to and from the garage.

No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use.

No activity shall be carried on nor condition maintained by the co-owner, either in his unit or upon the Common Elements, which is detrimental to the appearance of the condominium

Walkways, yards, landscaped areas, driveways, roads and porches shall not be obstructed in any way, nor shall they be used for purposes other than for which they are reasonably and obviously intended.

Each co-owner shall maintain his unit and any improvements thereon and Limited Common Elements, in a safe, clean and sanitary condition.

Trash containers and/or recycling bins **must** be stored in the garages of the unit owner, with the exception of the pick up day.

VEHICLES

Reference – Article VI, Sections 9 & 14 of the Villages of Country Creek Bylaws

Except for vans and pick-up trucks used for personal transportation by a co-owner, no house trailers, pick-up trucks, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, mobile homes, dune buggies, motor homes, all terrain vehicles, motorcycles, motor bikes, snowmobiles, snowmobile trailers, or vehicles other than automobiles, may be parked or stored upon the premises, unless said vehicles are parked in the garages of the respective unit.

Co-owners shall not park or maintain more than three (3) vehicles on the premises, without board approval, and such vehicles shall only be parked in their respective garages. If vehicles exceed vehicle spacing in garage, additional vehicles shall be parked in the co-owners driveway immediately adjoining his or her garage.

Commercial vehicles and trucks shall not be parked in or about the development unless making deliveries or pick-ups.

VEHICLES (as continued)

Reference – Article VI, Sections 9 & 14 of the Villages of Country Creek Bylaws

Non operational vehicles or vehicles with expired license plates shall not be parked or stored on the premises without the written permission of the board of directors.

Non-emergency maintenance or repair of motor vehicles shall not be permitted on the premises.

The association may cause vehicles parked or stored in violation to be removed from the premises. 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.

SIGNS

Real Estate signs will be permitted to be displayed in the window of the unit only. They are not permitted to be displayed on the common elements at any time. Open house signs will be permitted to be displayed on weekends only, however, the signage must be immediately removed by Sunday evening.

Advertising, political or any other types of signs are not permitted to be displayed at any time.

GARAGE SALES

The association will hold one (1) community garage sale per year. This will be held on the 4th weekend in June to include Thursday, Friday and Saturday only. The association will provide the only signs that are permitted to be displayed. No other garage sales shall be permitted at any other time.

REMEDIES FOR DEFAULT

Violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the board of directors of the association by any co-owner shall be grounds for assessment of monetary fines for said violation(s).

Fines may be assessed only upon notice to the offending co-owner and an opportunity for such co-owner to appear before the board of directors at the board's discretion, to offer evidence in defense of the alleged violation. After an opportunity for hearing, if the board of directors determine that a violation did occur, the board may levy fines in such amount as it, in its discretion, deems appropriate. All fines are cumulative.

Fines

First Offense	Warning Letter with Notice to Appear
Second Offense	\$ 25.00 fine
Third Offense	\$ 50.00 fine
Fourth Offense	\$100.00 fine

MASTER DEED

OF

VILLAGES OF COUNTRY CREEK

THIS MASTER DEED is made and executed on this 11th day of October, 1993, by American Quality Homes, Inc., a Michigan Corporation, hereinafter referred to as "Developer," whose address is 7380 Meadowridge Circle, West Bloomfield, MI 48322, represented herein by Bernard Gliberman, who is fully empowered and qualified to act on behalf of the Corporation, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

W I T N E S S E T H :

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

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

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as Villages of Country Creek, Oakland County Condominium Subdivision Plan No. 838. The engineering plans for the Project were approved by and filed with the Township of Oakland. The architectural plans for all dwellings and other improvements to be constructed within the Project must be approved by the Township of Oakland and thereafter will be filed with the Township of Oakland. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions, and area of each Unit therein are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit has been created for residential purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an

exclusive right to his Unit and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed. The provisions of this Master Deed, including, but without limitation, the purposes of the Condominium, shall not be construed to give rise to any warranty or representation, express or implied, as to the composition or physical condition of the Condominium, other than that which is expressly provided herein.

ARTICLE II

LEGAL DESCRIPTION

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

A part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan, being more particularly described as beginning at a point distant north 01 degree 21 minutes 20 seconds west, 1115.38 feet along the east line of said Section 30 from the southeast corner of said Section 30; thence from said point of beginning south 88 degrees 09 minutes 11 seconds west, 805.84 feet; thence north 01 degree 50 minutes 49 seconds west, 120.00 feet; thence north 88 degrees 09 minutes 11 seconds east, 2.82 feet; thence north 01 degree 50 minutes 49 seconds west, 170.00 feet; thence south 88 degrees 09 minutes 11 seconds west, 66.68 feet; thence north 01 degree 50 minutes 49 seconds west, 132.00 feet; thence south 88 degrees 09 minutes 11 seconds west, 19.39 feet; thence 8.49 feet along the arc of a curve to the left, said curve having a radius of 241.00 feet, a central angle of 02 degrees 01 minute 08 seconds, a chord length of 8.49 feet which bears south 87 degrees 08 minutes 37 seconds west; thence north 03 degrees 51 minutes 57 seconds west, 110.22 feet; thence south 88 degrees 09 minutes 11 seconds west, 48.32 feet; thence north 09 degrees 44 minutes 57 seconds east, 100.32 feet; thence north 01 degree 56 minutes 07 seconds west, 60.00 feet; thence north 41 degrees 07 minutes 41 seconds west, 154.64 feet; thence north 88 degrees 09 minutes 11 seconds east, 1034.57 feet; thence south 01 degree 21 minutes 20 seconds east, 810.00 feet along the east line of said Section 30 to the point of beginning. Contains 16.42 acres and being subject to easements and restrictions of record and rights of the public or any governmental agency over Adams Road.

Subject to easements and restrictions of record, and in particular the Declaration of Easements and Restrictions for Country Creek Planned Unit Development, recorded in Liber 13215, pages 653 through 675, Oakland County Records, and the Storm Water Retention Agreement, recorded in Liber 14058, pages 829 through 843, Oakland County Records, the rights of the public over any dedicated roads, and all governmental limitations.

ARTICLE III

DEFINITIONS

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation, Corporate By-Laws, and Rules and Regulations of the Villages of Country Creek Association, a Michigan non-profit Corporation, and Deeds, Mortgages, Liens, Land Contracts, Easements, and other instruments affecting the establishment of, or transfer of, interest in Villages of Country Creek, as a Condominium. Wherever used in such documents or any other pertinent instruments, the terms set forth below shall be defined as follows:

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

A. "Administrator" means the Michigan Department of Commerce or an authorized designee.

B. "Association" shall mean the non-profit Corporation organized under Michigan Law of which all Co-owners shall be members which Corporation shall administer, operate, manage, and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or the laws of the State of Michigan.

C. "Association" means Villages of Country Creek Association which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association shall be exercisable by its Board of directors unless specifically reserved to its members by the Condominium documents or the laws of the State of Michigan.

D. "Association Corporate By-Laws" means the Corporate By-Laws of Villages of Country Creek Association, the Michigan non-profit Corporation organized to manage, maintain, and administer the Condominium.

E. "Board of Directors" or "Board" means the Board of Directors of Villages of Country Creek Association, a Michigan non-profit corporation organized to manage, maintain and administer the Condominium.

F. "Common Elements" where used without modification shall mean both the General Common Elements described in Article IV hereof and such Limited Common Elements as may be created in accordance with the provisions of this Master Deed.

G. "Condominium By-Laws" means Exhibit A hereto, being the By-Laws setting forth the substantive rights and obligations of the Co-owners and required by Section 3(8) of the Act to be recorded as part of the Master Deed.

H. "Condominium Documents," wherever used, means and includes this Master Deed and Exhibits A and B hereto, the Articles of Incorporation, Association Corporation By-Laws, and Rules and Regulations, if any, of the Association as all of the same may be amended from time to time.

I. "Condominium Premises" means and includes the land, described in Article II above, all improvements and structures thereon, and all easements, rights, and appurtenances belonging to Villages of Country Creek, as described above.

J. "Condominium Project," "Condominium," or "Project" means Villages of Country Creek as a Condominium established in conformity with the provisions of the Act.

K. "Condominium Subdivision Plan" means Exhibit B hereto.

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

M. "Construction and Sales Period" means the period commencing with the recording of the Master Deed and continuing as long as the Developer owns any Unit which it offers for sale or for

so long as the Developer continues to construct or proposes to construct additional dwellings on the area of future development, as same as described in Article V hereof, together with any applicable warranty period in regard to such Units or dwellings.

N. "Co-owner" means a person, firm, Corporation, Partnership, Association, Trust, Land Contract Vendee - if the Land Contract so provides, other legal entity or any combination thereof who or which own one (1) or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

O. "Developer" shall mean American Quality Homes, Inc., which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always deemed to be included in the term "Developer" whenever, however, and wherever such terms is used in the Condominium documents.

P. "Expansion Project" or "Expansion Condominium" means a Condominium Project to which additional land may be added pursuant to express provision in the Condominium Documents and the Act.

Q. "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 may properly be brought before the meeting. Such meeting is to be held: (a) in the 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 after seventy-five (75%) percent of all Units which may be created are sold, whichever first occurs. The maximum number of Units that may be added to the Project pursuant to Article VI hereof shall be included in the calculation of the number of Units which may be created.

R. "Unit" or "Condominium" each mean a single Unit in Villages of Country Creek as such space may be described in Article V-A hereof, and shall have the same meaning as the term "Condominium Unit" which is defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

S. Other terms which may be utilized in the Condominium documents and which are not defined hereinabove shall have the meanings as provided in the Act.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project described in Exhibit B attached hereto and the responsibility for maintenance, repair, or replacement thereof are as follows:

A. The General Common Elements are:

1. The land as described in Article II hereof, excepting that portion described in Article V-A below and in Exhibit "B" hereto as constituting the Condominium Units, any open space established pursuant to the Planned Unit Development

Ordinance of the Township and the Open Space Agreement for Country Creek Planned Unit Development in which the Co-owners would have any rights in under those agreements.

2. All roads, cul-de-sacs and other surface improvements not located within the boundaries of a Condominium Unit. Those structures and improvements that now or hereafter are located within the boundaries of a Condominium Unit shall be owned in their entirety by the Co-owner of the Unit in which they are located and shall not, unless otherwise expressly provided in the Condominium documents, constitute Common Elements.

3. The electrical transmission system throughout the Project up to but not including the electric meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit, together with common lighting for the Project, if any, as installed.

4. The telephone and cable T.V. wiring network, if any, throughout the Project up to the point of ancillary connection for Unit service.

5. The gas distribution system throughout the Project up to the point of lateral connection for Unit service.

6. The water distribution system throughout the Project up to the point of lateral connection for Unit service. The water system is supplied from a community well, which is located off site of the Condominium premises. To the extent that any individual Co-owners have any ownership interest in that well, that ownership would be a general common element.

7. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.

8. The storm sewer system, including any detention basins, throughout the Project.

9. The telecommunications system, if and when it may be installed, up to the point of ancillary connection for Unit service.

10. The berms and landscaping on General Common Elements.

11. Any areas designated as wetlands within the Condominium or, to the extent of their interest, any wetlands in the Country Creek Planned Unit Development to which Co-owners in the Villages of Country Creek have rights.

12. Such other elements of the Condominium, not herein designated as General Common Elements, which are not enclosed within the boundaries of a Unit, and which are intended for common use or necessary to the existence, upkeep, and safety of the Condominium.

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

B. The Limited Common Elements are:

1. The mail boxes and mail box stands shall be subject to the exclusive use and enjoyment of the Co-owner of such Unit which such items service.

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

1. The costs of maintenance, repair, and replacement of all General and Limited Common Elements other than as described below shall be borne by the Association, subject to any provisions of the Condominium By-Laws expressly to the contrary.

2. It is anticipated that a residential structure will be constructed on each Unit in the Condominium Premises. The costs of maintaining, decorating, and repairing those structures shall be borne by the respective Co-owners. The Co-owner shall also be responsible for maintaining lawn, gardens, and trees, as well as snow shoveling on their respective Units. If they fail to do so, the Association may but is not required to do so and assess the Co-owners for the cost of same.

3. The Association shall be responsible for maintaining the street, walkways, berms, all storm easements, drainage and detention systems, street lighting, and signs, if any. The Association may also, if acting through its Board of Directors, undertake such repair and replacement procedures on the exterior of any Premises constructed within the Condominium Units as it deems necessary or appropriate to maintain the quality and character of the Condominium development. In the event that the Association does not adequately maintain the above items, the Township, although not required to do so, may maintain same and assess the cost of that maintenance to the Co-owners if the roads, walkways and berms are not maintained in a safe condition.

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

5. The Association Board of Directors shall have the authority to speak on behalf of all Co-owners relative to maintenance and repair of the storm water detention basin and to negotiate with the adjacent commercial land owners whose project will also make use of the detention basin in the Condominium premises.

6. The Association and the Co-owners shall be prohibited from taking any action which would undermine the character and/or function of the wetlands within the Condominium.

ARTICLE V

UNIT DESCRIPTION AND PERCENTAGE OF VALUE

A. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Villages of Country Creek as prepared by Zeimet, Wozniak and Associates, Inc., Registered Land Surveyors, and attached hereto as Exhibit B. Each Unit shall consist of the space contained within the Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines together with all appurtenances thereto.

B. The percentage of value assigned to each Unit shall be equal for all fifty-one (51) Units. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material differences among the Units insofar as the allocation of

percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is one hundred (100%) percent.

C. The size, location, nature, design or elevation of Units and/or Common Elements appurtenant or geographically proximate to any Units described in Exhibit "B", as same may be revised or amended from time to time, may be modified, in Developer's sole discretion, by amendment to this Master Deed effected solely by the Developer and its successors without the consent of any person so long as such modifications do not unreasonably impair or diminish the appearance of the Condominium or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium from time to time shall be deemed to have unanimously consented to such amendment or amendments to this Master Deed to effectuate the foregoing. All such interested persons irrevocably appoint Developer or its successors and assigns as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing.

ARTICLE VI

EXPANSION OF CONDOMINIUM

A. The Condominium Project established pursuant to the initial Master Deed of Villages of Country Creek and consisting of fifty one (51) Units is intended to be the first phase of an expandable Condominium under the Act, to contain in its entirety a maximum of two hundred ten (210) Units. Additional Units, if any, will be constructed upon all or some portion(s) of the following described land:

Part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan; being more particularly described as follows: Commencing at the southeast corner of said Section 30 run north 01 degree 21 minutes 20 seconds west, 1,115.39 feet along the east line of said Section 30 (Adams Road) to a point; thence south 88 degrees 09 minutes 11 seconds west, 805.84 feet to the point of beginning; thence south 88 degrees 09 minutes 11 seconds west, 206.78 feet; thence south 88 degrees 09 minutes 11 seconds west, 16.68 feet; thence north 46 degrees 00 minutes 00 seconds west, 245.70 feet; thence along the arc of a curve to the right, said curve having a radius of 219.00 feet, arc length of 49.18 feet, central angle of 12 degrees 52 minutes 04 seconds, a chord bearing of north 37 degrees 33 minutes 58 seconds east, and a chord length of 49.08 feet; thence north 44 degrees 00 minutes 00 seconds east, 36.23 feet; thence along the arc of a curve to the right, said curve having a radius of 25.00 feet, arc length of 39.27 feet, central angle of 90 degrees 00 minutes 00 seconds, a chord bearing of north 89 degrees 00 minutes 00 seconds east, and a chord length of 35.36 feet; thence north 46 degrees 00 minutes 00 seconds west, 157.00 feet; thence south 44 degrees 00 minutes 00 seconds west, 110.00 feet; thence north 46 degrees 00 minutes 00 seconds west, 221.40 feet; thence north 64 degrees 04 minutes 04 seconds west, 43.25 feet; thence north 86 degrees 03 minutes 21 seconds west, 45.48 feet; thence south 87 degrees 00 minutes 00 seconds west, 200.00 feet; thence north 03 degrees 00 minutes 00 seconds west, 138.53 feet; thence along the arc of a curve to the left,

said curve having a radius of 500.00 feet, arc length of 366.00 feet, central angle of 41 degrees 56 minutes 26 seconds, a chord bearing of north 23 degrees 58 minutes 13 seconds west, and a chord length of 357.88 feet; thence north 88 degrees 09 minutes 11 seconds east, 494.00 feet; thence south 37 degrees 54 minutes 29 seconds east, 141.74 feet; thence north 88 degrees 09 minutes 11 seconds east, 266.43 feet; thence south 41 degrees 07 minutes 41 seconds east, 154.64 feet; thence south 01 degree 56 minutes 07 seconds east, 60.00 feet; thence south 09 degrees 44 minutes 57 seconds west, 100.32 feet; thence north 88 degrees 09 minutes 11 seconds east, 48.32 feet; thence south 03 degrees 51 minutes 57 seconds east, 110.22 feet; thence along the arc of a curve to the right, said curve having a radius of 241.00 feet, arc length of 8.49 feet, central angle of 02 degrees 01 minute 08 seconds, a chord bearing of north 87 degrees 08 minutes 37 seconds east, and a chord length of 8.49 feet; thence north 88 degrees 09 minutes 11 seconds east, 19.39 feet; thence south 01 degree, 50 minutes 49 seconds east, 132.00 feet; thence north 88 degrees 09 minutes 11 seconds east, 66.68 feet; thence south 01 degree 50 minutes 49 seconds east, 170.00 feet; thence south 88 degrees 09 minutes 11 seconds west, 2.82 feet; thence south 01 degree 50 minutes 49 seconds east, 120.00 feet to the point of beginning and containing 11.90 acres more or less,

also,

A part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan, being more particularly described as: Commencing at the southeast corner of Section 30 run north 01 degree 21 minutes 20 seconds west, 1,115.39 feet along the east line of said Section 30 (Adams Road) to a point; thence south 88 degrees 09 minutes 11 seconds west, 1,012.62 feet to the point of beginning; thence south 01 degree, 50 minutes 49 seconds east, 305.00 feet; thence south 88 degrees 09 minutes 11 seconds west, 185.62 feet; thence north 70 degrees 59 minutes 53 seconds west, 127.52 feet; thence south 87 degrees 00 minutes 00 seconds west, 282.05 feet; thence south 03 degrees 00 minutes 00 seconds east, 2.65 feet; thence south 87 degrees 00 minutes 00 seconds west, 120.00 feet; thence north 03 degrees 00 minutes 00 seconds west, 725.02 feet; thence north 87 degrees 00 minutes 00 seconds east, 200.00 feet; thence south 86 degrees 03 minutes 21 seconds east 45.48 feet; thence south 64 degrees 04 minutes 04 seconds east, 43.25 feet; thence south 46 degrees 00 minutes 00 seconds east, 221.40 feet; thence north 44 degrees 00 minutes 00 seconds east, 110.00 feet; thence south 46 degrees 00 minutes 00 seconds east, 157.00 feet; thence along the arc of a curve to the left, said curve having a radius of 25.00 feet, arc length of 39.27 feet, central angle of 90 degrees 00 minutes 00 seconds, a chord bearing of south 89 degrees 00 minutes 00 seconds west, and a chord length of 35.36 feet; thence south 44 degrees 00 minutes 00 seconds west, 36.23 feet; thence along the arc of a curve to the left, said curve having a radius of 219.00 feet, arc length of 49.18 feet, central angle of 12 degrees 52 minutes 04 seconds, a chord bearing of south 37 degrees 33 minutes 58 seconds west, and a chord length of 49.08 feet; thence south 46 degrees 00 minutes 00 seconds east, 245.70 feet; thence north 88 degrees 09 minutes 11 seconds east, 16.68 feet to the point of beginning and containing 9.88 acres more or less,

also,

Part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan; being more particularly described as follows: Commencing at the southeast corner of said Section 30 run south 88 degrees 09 minutes 20 seconds west, 1003.06 feet along the south line (Silverbell Road) of said section to the point of beginning; thence continuing along said line south 88 degrees 09 minutes 20 seconds west, 535.20 feet; thence north 01 degree 50 minutes 40 seconds west, 288.00 feet; thence along the arc of a curve to the left, said curve having a radius of 340.00 feet, arc length of 263.58 feet, central angle of 44 degrees 25 minutes 04 seconds, a chord bearing of north 24 degrees 03 minutes 12 seconds west, and a chord length of 257.03 feet; thence along the arc of a curve to the right, said curve having a radius of 250.00 feet, arc length of 188.77 feet, central angle of 43 degrees 15 minutes 44 seconds, a chord bearing of north 24 degrees 37 minutes 52 seconds west, and a chord length of 184.31 feet; thence north 03 degrees 00 minutes 00 seconds west, 149.05 feet; thence north 87 degrees 00 minutes 00 seconds east, 120.00 feet; thence north 03 degrees 00 minutes 00 seconds west, 2.65 feet; thence north 87 degrees 00 minutes 00 seconds east, 282.05 feet; thence south 70 degrees 59 minutes 53 seconds east, 127.52 feet; thence north 88 degrees 09 minutes 11 seconds east, 185.62 feet; thence south 01 degree 50 minutes 49 seconds east, 810.30 feet to the point of beginning and containing 11.57 acres more or less,

also,

Part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan; being more particularly described as follows: commencing at the southeast corner of said Section 30 run north 01 degree 21 minutes 20 seconds west, 1,115.39 feet along the east line of said Section 30 (Adams Road) to the point of beginning; thence south 88 degrees 09 minutes 11 seconds west, 540.00 feet; thence north 01 degree 21 minutes 20 seconds west, 810.00 feet; thence north 88 degrees 09 minutes 11 seconds east, 540.00 feet; thence south 01 degree 21 minutes 20 seconds east, 810.00 feet to the point of beginning and containing 10.04 acres more or less and subject to the rights of the public in Adams Road.

(hereinafter referred to as area of future development).

B. Any other provisions of this Master Deed notwithstanding, the number of Units in the Condominium may, at the option of the Developer or its successors or assigns, from time to time, within a period ending no later than six (6) years from the date of recording of this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development and the establishment of residential Units thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such additional Units and any improvements as may be constructed thereon shall be determined by Developer in its sole discretion subject only to approval by the Township of Oakland. The percentage of land to be devoted to additional residential Units will be the maximum permitted by the Township of Oakland. One hundred (100%) percent of all additional Unit areas will be devoted to residential use.

C. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium beyond the phase established by this Master Deed and the Developer (or its successors and assigns), may in its discretion, establish all or a portion of said area of future development as a rental development, a separate Condominium Project(s), or any other form of

development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium all or any portion of the area of future development described in Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

D. Such increase in size of this Condominium shall be given effect by appropriate amendment(s) to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the discretion of the Developer or its successors and assigns, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted in order to preserve a total value of 100% for the entire Condominium resulting from such amendment(s) to this Master Deed and preserving equal percentages of value for each Condominium Unit.

E. Such amendment(s) to the Master Deed shall also contain such further definitions and re-definitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to additional parcel(s) being added to the Condominium by such amendments. In connection with any such amendment(s), the Developer shall have the right to change the nature of any Common Elements previously included in the Condominium for any purpose reasonably necessary to achieve the purposes of this Article, including but not limited to, the connection of roadways in the Condominium to any roadways that may be located on, or planned for any area of future development, and to provide access to any Unit that is located on, or planned for any area of future development, from the roadways located in the Condominium.

F. A Consolidating Master Deed shall be recorded pursuant to the Act when the Condominium is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development. The Consolidating Master Deed, when recorded, shall supersede the previously recorded Master Deed and all amendments thereto.

G. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of this article and to any proportionate reallocation of percentages of value of existing Units which the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of 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

EASEMENTS

A. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling, or moving of a building or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements too, through and over those portions of the land, structures, buildings, and improvements, and walls (including interior Unit dwelling walls) contained therein for access for the continuing maintenance and repair of all utilities in the Condominium. It is understood that

in regard to the Detroit Edison utility easements for power lines, if any fences are erected around the power line towers and said fences are damaged or removed incident to the exercise of the Detroit Edison easement(s) rights, it shall be the responsibility of the Association to repair such damage.

B. There shall be easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements in the Project, for access to the Units and the exterior of each of the residential dwellings that are constructed within the Project to permit the maintenance, decoration, repair and replacement thereof in accordance with the terms hereof. The individual Co-owners are responsible for the maintenance, repair and replacement of all structural elements contained within their respective Unit boundaries, including the driveways, and for lawn mowing and maintenance of landscaping; provided, however, that the Association shall have the responsibility to provide snow removal services for driveways according to such reasonable standards as the Association may, from time to time, adopt. In the event that a Co-owner fails or neglects to maintain the exterior structural components of the Co-owner's Unit, including the driveway, in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations passed by the Board of Directors pursuant to its authority set forth in Article VI, Section 11 of the Condominium By-Laws (Exhibit "A" hereto), or fails to mow the lawn or otherwise maintain the landscaping within the Unit boundaries, the Association shall be entitled to effect such maintenance to the Unit and/or such maintenance of landscaping and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments under Article II of the Condominium By-Laws (Exhibit "A" hereto). There also shall exist easements to and in favor of the Association, and its officers, directors, agents and designees, in, on and over all Units and Common Elements of the Project for access to and maintenance of those Common Elements of the Project for which the Association may from time to time be responsible. The Association shall in no event be obligated to repair any dwelling or other improvement located within or appurtenant to a Unit as a Limited Common Element to the extent repair is necessitated on account of an occurrence with respect to which a Co-owner is required under the Condominium documents to maintain insurance coverage, nor shall the Association be obligated to make any capital expenditures of any type whatsoever with respect to such dwellings or improvements or to perform any maintenance or repairs thereon.

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

D. Developer also hereby reserves for the benefit of itself, its successors and assigns, all future owners of the land described in Article VI, or any portion or portions thereof, and Developer's seller or the assignee, of any other parcel of land

included in the master parcel for the Planned Unit Development District, perpetual easements to utilize, tap, tie into, extend, and enlarge all utility mains located on the Condominium Premises, including, but not limited to, telephone, electric, water, gas, cable television, video text, broad band cable, satellite dish, earth antenna and other telecommunications systems, storm, and sanitary sewer mains. In the event Developer, its successors, or assigns, utilizes, taps, ties into, extends, or enlarges any utilities located on the Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension, or enlargement. All expenses of maintenance, upkeep, repair and replacement of the utility mains described in this Article VII-D, shall be shared by this Condominium and any developed portions of the contiguous land described in Article VI above who benefit from such utility mains. The Co-owners of this Condominium shall be responsible, from time to time, for payment of a proportionate share of said expenses, which share shall be determined by multiplying said expenses times a fraction, the numerator of which is the number of dwelling units in this Condominium, and the denominator of which is comprised of the number of such Units plus all other dwelling Units in the adjoining land described in Article VI above who benefit from such utility mains; (the balance of the expenses shall be paid by the adjoining land owners on a similar basis) provided, however, that the foregoing expenses are to be so paid and shared only if such expenses are not borne by a governmental agency or public utility; provided, further, that the expense sharing shall be applicable only to utility mains and all expenses of maintenance, upkeep, repair and replacement of utility leads shall be borne by the Association or the individual Co-owners, as the case may be, to the extent such leads are located on the Condominium and by the owner(s) or an Association of owners, as the case may be, of the land described in Article VI above, or portion thereof, upon which are located the dwelling Units which such lead or leads service. Developer also hereby reserves for the benefit of itself, its successors and assigns, a perpetual easement to modify the landscaping and/or grade on any portion of the Condominium premises in order to preserve and/or facilitate surface drainage in a portion or all of the contiguous land described in Article VI above. The Developer, its successors and assigns, shall bear all costs of such modifications. Any such modification to the landscaping and/or grade in the Condominium premises under the provisions of this Article VII-D shall not impair the surface drainage in this Condominium.

E. The Developer also reserves the right to dedicate the roadways in this Condominium and to grant easements for utilities over, under, and across the Condominium to appropriate government agencies and/or public utility companies and to transfer title to roadways and/or utilities to state, county or local governments. Any such dedication, easements or transfer of title may be conveyed by Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to the Master Deed and Exhibit "B" hereto and recorded in the Oakland County Register of Deeds Office. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Condominium Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing dedication, easement or transfer of title.

F. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the First Annual Meeting) shall be empowered and obligated to grant such easements, licenses, rights-of-entry, and rights-of-way over, under, and across, the Common Elements for utility purposes, access purposes, or other lawful purposes as may be necessary for the benefit of the Condominium or for the benefit of any other land described in Article VI above, or to dedicate any portion of the Common Elements to the public for such purposes; subject, however, to the approval of the Developer so long as the

construction and Sales Period has not expired. The intent of this provision is to avoid any problems associated with roads and/or utilities required for the overall benefit of all co-owners which could be interfered with by the refusal of a single co-owner whose undivided interest in these common elements could be interpreted to allow the non-conveyance of a property interest that is for the benefit of all. Notice requirements of such dedication actions by the Condominium Association shall be strictly complied with. Certified mail notice would be required to all co-owners before any such action is taken to assure that the Association has full advisory input from the co-owners before any actions are undertaken.

G. The Developer, Association, and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration, or replacement which they, or any of them, are required or permitted to perform under the Condominium Documents.

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

I. Certain Condominium Units are burdened and/or affected by utility and/or drain easements as depicted on Exhibit "B" hereto. No buildings or structures shall be placed within these easement areas. The Association, its agents, officer and employees, will have access to the respective Units to install, repair, maintain, and replace those utility lines. This provision in and of itself does not grant the Association the right to access inside any structures that may be erected on the respective Units. In addition, there are limitations on the ability of the owners to maintain landscaping in and appurtenant to these easement areas as set forth in the respective easement agreements referenced in Exhibit "B" hereto. Further, Developer reserves easements for utilities and/or drainage purposes along the side yard and rear yard boundaries of the respective Units of the Condominium.

J. For purposes of this Article VII, the calculation of any fraction for the sharing of pertinent expenses according to the number of Units in this Condominium and the number of other dwelling Units referenced in this article shall include only those Units for which a Certificate of Occupancy has been issued by the Township of Oakland.

K. Upon approval by an affirmative vote of not less than fifty-one (51%) percent of all Co-owners, the Association shall be vested with the power and authority to sign petitions requesting establishment of a special assessment district pursuant to provisions of applicable Michigan Statutes for improvements of

roads within or adjacent to the Condominium premises. In the event that a special assessment road improvement project is established pursuant to applicable Michigan law, the collective costs assessable to the Condominium premises as a whole shall be borne equally by all Co-owners.

L. Wetland areas shown on the site plan are subject to a conservation and preservation easement including a 25 foot buffer zone around the wetlands, whereby the Association and all Co-owners shall refrain from altering the topography of, placing fill material in, dredging, removing or excavating any soil or materials from, draining surface water from, constructing or placing any construction in, plowing, tilling, cultivating or otherwise altering or developing the wetlands and buffer areas.

ARTICLE VIII

AMENDMENT

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

A. No Unit dimension may be modified without the consent of a Co-owner or mortgagee of such Unit, nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof nor any provisions relating to the ability or terms under which a Co-owner may rent a Unit, be modified in any material way without the written consent of the Co-owner or mortgagee of any Unit to which the same are appurtenant.

B. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendment shall require the approval of sixty-six and two-thirds (66 2/3%) percent of all institutional mortgagees of record, allowing one (1) vote for each mortgage held.

C. Prior to one (1) year after expiration of the Construction and Sales Period described in Article III above, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit "B" in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Condominium By-Laws attached hereto as Exhibit "A" as do not materially affect the rights of any Co-owners or mortgagees in the Condominium, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners, and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.

D. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article V, Section 7(c) of the Condominium By-Laws and except as provided in Article VI hereof.

E. The Condominium may not be terminated, vacated, revoked or abandoned without the written consent of the Developer (during the Construction and Sales Period), together with eighty percent (80%) of the non-Developer Co-owners and eighty (80%) percent of the mortgagees and otherwise allowed by law.

F. Article VI, Article VII and this Article VIII shall not be amended nor shall the provisions thereof be modified by any

other amendment to this Master Deed without the written consent of the Developer so long as the Developer continues to offer any Unit in the Condominium for sale or for so long as there remains, under such provisions, any further possibility of expansion of the Condominium or possibility of construction of residential Units on the land described in Article VI hereof. During the time period referenced in the preceding sentence, no other portion of this Master Deed, nor the Condominium By-Laws attached hereto as Exhibit "A", nor the Condominium Subdivision Plan attached hereto as Exhibit "B", nor the Association's Corporate By-Laws may be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. No easements created under the Condominium documents may be modified or obligations with respect thereto varied without the consent of each owner benefitted thereby.

G. The Developer may, with the consent of a majority of the members of the Advisory Committee, amend this Master Deed and the Condominium By-Laws attached hereto, to extend the date of the First Annual Meeting of Members.

H. The Developer may, with the consent of a majority of the members of the Advisory Committee (or, subsequent to the Transitional Control Date, the consent of a majority of the Co-owner members), amend this Master Deed to extend the date of amending the Master Deed to allow for expansion of the Condominium Project as set forth in Article VI hereof.

I. Notwithstanding any provision to the contrary, there shall be no amendment of this Master Deed or the attached By-Laws which would diminish the obligation for maintenance and preservation of the Condominium and/or diminish the maintenance and/or preservation rights of Oakland Township without written approval from the Township.

ARTICLE IX

SPECIAL PLANNED UNIT DEVELOPMENT AGREEMENT

This Condominium is subject to certain restrictions contained in a Planned Unit Development Agreement reached with the Oakland Township Board of Trustees and the assignor of the Developer. All improvements erected and/or maintained in the Condominium and the use of the Condominium shall at all times be subject to the provisions of the Oakland Township ordinance granting Planned Unit Development and the declaration of Easements and Restrictions for Country Creek Planned Unit Development, recorded December 29, 1992, in Liber 13217, page 653, Oakland County Records, as both of such documents may be amended from time to time.

ARTICLE X

FAILURE TO MAINTAIN DRAINAGE SYSTEM

Consistent with the provisions of this Master Deed and attached By-Laws, it shall be the primary responsibility of the Association and the Co-owners to undertake maintenance and preservation of the Condominium in accordance with their respective allocated duties. However, in the event the Association and/or Co-owners, as the case may be, shall fail, neglect and/or refuse to fulfill responsibilities for maintenance and/or preservation with regard to any drainage facilities which have not been dedicated to and accepted by the Drain Commissioner, or maintenance and/or preservation of the wetlands, Common Area landscaping, private roads, private walkways and/or other Common Areas, the charter Township of Oakland may serve written notice upon the Association setting forth the failure of the maintenance and/or preservation. Such notice shall include a demand that the deficiencies of maintenance and/or preservation be cured within a stated reasonable period of time and shall further state the date and place of a hearing before the township board or such other body, board or

VILLAGES OF COUNTRY CREEK

EXHIBIT A

CONDOMINIUM BY-LAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

Section 1. Villages of Country Creek, a residential Condominium located in the Township of Oakland, Oakland County, Michigan, shall be administered by an organization of Co-owners, which shall be a non-profit Corporation, hereinafter referred to as the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation, and administration of the Common Elements, property, easements, and affairs of the Condominium Project in accordance with the Master Deed, these By-Laws, the Articles of Incorporation, By-Laws, and any duly adopted Rules and Regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

Section 2. Membership in the Association and voting by members of the Association shall be in accordance with the following provisions:

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged, or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) Except as limited in these By-Laws, each Co-owner shall be entitled to one (1) vote for each Condominium Unit owned.
- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. No Co-owner, other than the Developer, shall be entitled to vote prior to the First Annual Meeting of Members held in accordance with Section 7 of this Article I, except as provided in Section 8 of this Article I. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owner in the notice required in sub-paragraph (e) below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to vote for each Unit which it owns, regardless of whether a dwelling has been constructed thereon.
- (e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other communications from the Association on

behalf of such Co-owner. Such notice shall state the name, address and telephone number of the individual representative designated, the number or numbers of the Condominium Unit or Units owned by the Co-owner, and the name, address and telephone number of each person, firm, Corporation, Partnership, Association, Trust, or other entity who is the Co-owner. Such notice shall be signed and dated by the Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new notice in the manner herein provided.

- (f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Corporate By-Laws of the Association. Notice of time, place, and subject matter of all meetings as provided in the Corporate By-Laws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.
- (g) The presence, in person or by proxy, of thirty-five percent (35%) of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association except for voting on questions specifically required herein to require a greater quorum. The written absentee ballot of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of quorum with respect to the question upon which the vote is cast.
- (h) Votes may be cast in person or by proxy or by a written absentee ballot duly signed by the designated voting representative not present at a given meeting in person or by proxy. Proxies and any absentee ballots must be filed with the Secretary of the Association at or before the appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.
- (i) A majority, except where otherwise provided herein, shall consist of more than fifty percent (50%) of those qualified to vote and present in person or by proxy (or absentee ballot, if applicable) at a given meeting of the members of the Association. Whenever provided specifically herein, the requisite affirmative vote may be required to exceed the simple majority hereinabove set forth and may require a designated percentage of all Co-owners.
- (j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Corporate By-Laws of the Association.

Section 3. The Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. Such accounts and all other non-privileged 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 annually a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual financial statement within ninety (90) days following the end of the Association's fiscal year upon request therefor. The costs of

any audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Condominium, any Amendments thereto, and all other Condominium Documents and shall permit all Co-owners, prospective purchasers, existing and prospective mortgagees of Condominium Units to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors - all of whom shall serve without compensation and who must be members in good standing of the Association, except for the First Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto which shall be appointed by the Developer prior to the First Annual Meeting of members held pursuant to Section 7 of this Article I. If a member of the Association is a partnership or corporation, then any partner or employee of the partnership, or officer, director or employee of the corporation shall be qualified to serve as a director. The number, terms of office, manner of election, removal and replacement, meeting, quorum and voting requirements, and other duties or provisions of or relating to directors not inconsistent with the following, shall be provided by the Association's Corporate By-Laws. Unless otherwise expressly provided in the Condominium Documents, any action which may be taken by the Association shall be exercisable by and through the Board of Directors.

- (a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these By-Laws, or any further general duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association's Corporate By-Laws, the Board of Directors shall have the authority and responsibility to do the following:
 - (1) To manage and to administer the affairs of and to maintain the Condominium and the Common Elements thereof.
 - (2) To levy and collect assessments against and from the Co-owner members of the Association and to use the proceeds thereof for the purposes of the Association.
 - (3) To carry insurance and to collect and to allocate the proceeds thereof.
 - (4) To rebuild improvements after casualty.
 - (5) To contract for and employ persons, firms, corporations, or other agents to assist in the management, operation, maintenance, and administration of the Condominium.
 - (6) 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, easements, rights-of-way, and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
 - (7) To grant easements, rights-of way, rights of entry, and licenses to, through, over, and with respect to the common elements of the Condominium on behalf of the members of the Association, in furtherance of any of the purposes of the Association, and to

dedicate to the public any portion of the common elements of the Condominium; provided, however, that any such action shall be approved by a affirmative vote of more than sixty (60%) percent of all Co-owners.

- (8) To borrow money and issue evidences of indebtedness in furtherance of any and 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 affirmative vote of more than sixty (60%) percent of all Co-owners.
 - (9) To make and enforce reasonable rules and regulations in accordance with Article VI, Section 11 of these By-Laws and to make and enforce resolutions and policies in furtherance of any or all of the purposes of the Association or of the Condominium Documents.
 - (10) To establish such committees as it deems necessary, convenient, or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees any functions or responsibilities which are not by law or by the Condominium Documents required to be performed by the Board.
 - (11) To make rules and regulations and/or to enter into agreements with institutional lenders, the purposes of which are to obtain mortgage financing for Unit Co-owners which are acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association, and/or any other agency of the Federal Government or the State of Michigan or to satisfy the requirements of the United States Department of Housing and Urban Development.
 - (12) To enforce the provisions of the Condominium Documents.
 - (13) To assert, defend, or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium Project, and to sue in all courts and participate in actions and proceedings judicial, administrative, arbitratve or otherwise, subject to the express limitations on suits, actions and proceedings as set forth in Article XIII of these By-Laws. The Board shall provide at least a ten (10) day written notice to all Co-owners on actions proposed by the Board with regard thereto.
- (b) The Board of Directors may employ, for the Association, a professional management agency (which may include the Developer or any person or entity related thereto) but which shall not be a Co-owners or resident or affiliated with a Co-owner or resident) at reasonable compensation established by the Board, to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board

be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor, or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon sixty (60) days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

- (c) All of the actions (including, without limitation, the adoption of these By-Laws and any rules and regulations for the Association) of the First Board of Directors of the Association named in its Articles of Incorporation or any successors thereto appointed by the Developer before the First Annual Meeting of members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the First Annual Meeting of members or at any subsequent annual meeting of members, provided that such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents
- (d) After the First Annual Meeting, any expenditure for an item not on the annual budget, as amended, and in excess of Ten Thousand (\$10,000.00) Dollars or any expenditures over and above those items and amounts budgeted in the annual Association budget, as amended, shall not be made without prior approval of a majority of the Co-owners present at a special meeting called for that purpose unless there is such an emergency that there is no time to call a special meeting of the Association for approval.

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

Section 6.

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

- (b) The Association shall provide liability insurance to every director and every officer of the Association for the same purposes provided above and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit. No director or officer shall collect for the same expense or liability under sub-sections (a) and (b) of this Section 6; however, to the extent that the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under sub-section (a) hereof.

Section 7. The First Annual Meeting of members of the Association may be convened only by Developer and may be called at any time after more than fifty (50%) percent in number of the Units that may be created have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent in number of all Units that may be created or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs unless extended pursuant to Article IX, Section F of the Master Deed. Thereafter meetings shall be held in accordance with the Association By-Laws or as may be required to comply with the Act. 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 phrase "Units that may be created" as used in this paragraph and elsewhere in the Condominium Documents refers to the maximum number of Units which the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 8. The following provisions shall apply notwithstanding the fact that the First Annual Meeting may not have been called.:

- (a) Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser, or within 120 days after conveyance to purchasers of one-third (1/3) of the total number of Units that may be created, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least three (3) non-Developer Co-owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that, if more than fifty (50%) percent of the non-Developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the non-Developer Co-owners and to aid the transition of control of the Association from the Developer to the Co-owners. The Advisory Committee shall cease to exist automatically when a majority of the Board of Directors of the Association is elected by the non-Developer Co-owners. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners. For the purposes of this Section 8, the phrase "Units that may be created" refers to the maximum number of Units which the Developer is permitted, under the

Condominium Documents as may be amended, to include in the Condominium.

- (b) Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of twenty-five (25%) percent of the Units that may be created, at least one (1) director and not less than twenty-five (25%) percent of the Board of Directors of the Association shall be elected by non-Developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of fifty (50%) percent of the Units that may be created, not less than thirty-three and one-third (33-1/3%) percent of the Board of Directors shall be elected by non-Developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-Developer Co-owners and request that they hold a meeting and elect the required director or directors, as the case may be. Upon certification by the Co-owners to the Developer of the director or directors so elected, the Developer shall then immediately appoint such director or directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to the Association's Corporate By-Laws or he resigns or becomes incapacitated. Not later than 120 days after conveyance of legal or equitable title to non-Developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the First Annual Meeting shall be called and the non-Developer Co-owners shall elect all directors on the Board, except that the Developer shall have the right to designate at least one (1) director as long as the Developer owns and offers for sale at least ten (10%) percent of the Units in the Project or as long as ten (10%) percent of the Units remain that may be created.
- (c) Notwithstanding the formula provided in sub-section (b) above, fifty-four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, if title to not less than seventy-five (75%) percent of the Units that may be created has not been conveyed, the First Annual Meeting shall be called and the non-Developer Co-owners shall have the right to elect, as provided in the Condominium Documents, the number of members of the Board of Directors of the Association of Co-owners equal to the percentage of Units held by the non-Developer Co-owners, and the Developer shall have the right to elect, as provided in the Condominium Documents, the number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer; provided, however, that five (5) years after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Project, the non-Developer Co-owners shall have the right to elect at least fifty-one (51%) percent of the members of the Board of Directors of the Association. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in sub-section (b) above. Application of this sub-section does not require a change in the size of the Board as determined in the Condominium Documents.
- (d) 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 sub-section (b) 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 sub-section (c) above, results in a right of non-Developer Co-owners to elect a

fractional number of members of the Board, 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 that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this sub-section shall not eliminate the right of the Developer to designate one (1) member of the Board as provided in sub-section (b) above.

Section 9. At some time subsequent to the initial development, it may become necessary to pave or improve some or all of the roads within or adjacent to the Condominium Premises. The improvement may be financed in whole or in part by the creation of a special assessment district or districts which may include the Villages of Country Creek. The acceptance of a conveyance or the execution of a land contract by any Co-owner or purchaser of a Condominium Unit, shall constitute the agreement by such Co-owner or purchaser, his heirs, executors, administrators or assigns that the Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district, sign petitions requesting special assessment, and consider and otherwise act on all assessment issues on behalf of the Association and all Co-owners; provided that prior to signature by the Association on a petition for improvement of such public roads, the desirability of said improvement shall be approved by an affirmative vote of not less than fifty-one (51%) percent of all Co-owners. No consent of mortgagees shall be required for approval of said public road improvement.

Section 10. Additional uses for the Common Areas of the Planned Unit Development, as established in the Declaration of Easements and Restrictions for Country Creek Planned Unit Development Agreement, may be established if approved in writing by not less than fifty-one (51%) percent of the lot owners in the adjoining single family residential and commercial portions of the Planned Unit Development and by not less than two-thirds (2/3) of the Unit Co-owners of the Condominium portion of the Planned Unit Development, and thereafter ratified by the Township Board.

ARTICLE II

ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project including Common Areas, storm water drainage, detention and retention facilities and any wetlands and watercourses within the Condominium benefiting the Planned Unit Development, shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, a 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 shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

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

- (a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such

budget shall project all expenses for the forthcoming year which may be required for the proper operation, management, and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year shall not constitute a waiver or release in any manner of a Unit Co-owner's obligation to pay the allocable share of the common expenses as herein provided whenever the same shall be determined and, in the absence of any annual budget or adjusted budget each Unit Co-owner shall continue to pay each periodic installment at the periodic rate established for the previous fiscal year until notified of the periodic payment which is due more than ten (10) days after such new annual or adjusted budget is adopted. An adequate reserve fund for maintenance, repairs, and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular quarterly or other periodic payments, as set forth in Section 4 below, rather than by special assessments. At a minimum, the reserve fund shall be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by this Section may prove to be inadequate for this particular Condominium, the Association of Co-owners should carefully analyze the Condominium to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes, from time to time. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the delivery of a copy of the budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments.

- (b) The Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or special assessments as it shall deem to be necessary, if:
 - (1) such an emergency exists that there is insufficient time to call a special meeting of the Co-owners to approve such expenditure or,
 - (2) such assessment is for an expenditure approved by the Co-owners present at a special meeting called for that purpose, pursuant to Article I, Section 4(d) hereof, or not requiring approval by virtue of that section,
 - (3) it determines that assessments levied are or may prove to be insufficient to pay the ordinary costs of operation and management of the Condominium, and it has given all Co-owners thirty (30) days prior written notice of the proposed amendment to the annual budget and assessments.

Section 4. Unless otherwise provided herein, all assessments levied against the Co-owner to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed without increase or decrease for the existence of any right to the use of Limited Common Elements appurtenant to a Unit. Any unusual expenses of administration which benefit less than all of the Condominium Units in the Condominium, may be specifically assessed against the Condominium or the Condominium Units so benefitted and may be allocated to the benefitted Condominium or Condominium Units in the proportion which the percentage of value of the benefitted Condominium Unit bears to

the total percentages of value of all Condominium Units so specially benefitted. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owner in quarterly or other periodic installments as may be determined by the Board of Directors, commencing with acceptance of a Deed to or a Land Contract purchaser's interest in a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge in the amount of \$10.00, or such other amount as may be determined by the Board of Directors effective upon fifteen (15) days notice to the members of the Association, shall be assessed automatically by the Association upon any assessment installment in default until paid in full. Such late charge shall not be deemed to be a penalty or interest upon the funds due to the Association but is intended to constitute a reasonable estimate of the administrative costs and other damages incurred by the Association in connection with the late payment of assessments. Assessments in default shall bear interest at the rate of seven (7%) percent per annum or such higher rate as may be allowed by law until paid in full. Each Co-owner (whether one (1) or more persons) shall be, and remain, personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof. In addition to a Co-owner who is also a land contract seller, the land contract purchaser shall be personally liable for the payment of all assessments (including late charges and costs of collection and enforcement of payment) pertinent to the subject Condominium Unit which are levied up to and including the date upon which the land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to any late charges on such installments; second, to costs of collection and enforcement of payment, including reasonable attorney's fees, and finally to installments in default in order of their due dates, oldest to most recent. A co-owner selling a Unit shall not be entitled to any refund whatsoever from the Association with respect to any reserve or other asset of the Association.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use of enjoyment of any of the Common Elements or by the abandonment of his Unit or because of any uncompleted repair work, or the failure of the Association to provide service to the Condominium. The Board may reduce or waive the assessment for any Unit which does not have a structure built on it.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments, or both, in accordance with the Act. Pursuant to Section 139 of the Act, no Co-owner may assert in an answer or set-off to a complaint brought by the Association for non-payment of assessments the fact that the Association or its agents have not provided the services or management to the Co-owner. Each Co-owner, and every other person who from time to time has any interest in the Condominium, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who from time to time has any interest in the Condominium, 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. The Association, acting on behalf of all Co-owners, may bid in at the foreclosure sale, and acquire, hold, lease, mortgage or convey the Condominium Unit. Each Co-owner of a Unit in the Condominium acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently, and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing, by first-class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address of a written notice that one (1) or more installments of the annual assessment or a portion of all of a special assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written Affidavit of an authorized representative of the Association that sets forth: (i) the affiant's capacity to make the Affidavit; (ii) the statutory and other authority for the lien; (iii) the amount outstanding (exclusive of interest, costs, attorney fees, and future assessments); (iv) the legal description of the subject Units(s); and (v) the name(s) of the Co-owner(s) of record. Such Affidavit shall be recorded in the office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the Co-owner and shall inform the Co-owner that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collection of unpaid assessments, including interest, costs, actual attorney fees, (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, and/or in the event of default by any Co-owner in the payment of any installment and/or portion of any special assessment levied against his Unit, or any other obligation of a Co-owner, which according to the Master Deed and/or these Condominium By-Laws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof, the Association shall have the right to declare all unpaid installments of the annual assessment for the applicable fiscal year (and for any future fiscal years in which said delinquency continues) and/or all unpaid portions or installments of the special assessment, if applicable, immediately due and payable. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Condominium, shall not be entitled to vote at any meeting of the Association and shall not be entitled to seek office as director of the Association so long as such default continues; provided however, that this provision shall not operate to deprive any Co-owner of ingress and egress to his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him, as provided by the Act.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by Deed (or assignment) in lieu of foreclosure, or any purchaser at a

foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units (including the mortgaged Unit)).

Section 8. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall, during the Construction and Sales Period, pay a proportionate share of the Association's current maintenance expenses actually incurred for the Units that it owns, including the improvements located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, based upon the ratio of Units which have Completed Residential Structures on them, owned by the Developer, at the time the expense is incurred to the total number of Units in the Condominium. Said proportionate share shall be due from Developer to the Association thirty (30) days subsequent to receipt of notice for payment of same.

In no event shall Developer be responsible for payment, during the Construction and Sales Period, of any assessments for deferred maintenance, reserves for replacement, capital improvements, or other special assessments, except with respect to Units which have Occupied Residential Structures on them owned by it. The Developer shall, in no event, be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. An "Occupied Residential Structure" shall mean a residential structure which is used as a residence or a model. A "Completed Residential Structure" shall mean a residential structure with respect to which a Certificate of Occupancy has been issued by the local public authority. The Developer shall not be responsible at any time for payment of Association assessments or payment of any expenses whatsoever with respect to unbuilt Units notwithstanding the fact that such unbuilt Units may have been included in the Master Deed.

Section 9. All property taxes, road improvement special assessments and other special assessments shall be assessed in accordance with Section 131 of 1978 Public Act 59 as amended (MCL 559.231).

Section 10. Any lien arising pursuant to the laws of the State of Michigan shall be subject to Section 132 of the Act.

Section 11. Pursuant to the provisions of the Act, the purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special, and related collection costs. Upon written request to the Association accompanied by a copy of the executed Purchase Agreement, pursuant to which the purchaser holds right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments and related collection costs as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments together with interest, costs, and attorneys' fees incurred in the collection thereof, and the lien securing same, 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 proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record. The Association may charge

such reasonable amounts for preparation of such a statement as the Association shall, in its discretion, determine.

ARTICLE III

ARBITRATION

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 BETWEEN THE DEVELOPER OR ITS AGENTS AND THE ASSOCIATION OR ANY CO-OWNER OR ANYONE CLAIMING UNDER THEM SHALL BE SETTLED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREON.

ARTICLE IV

INSURANCE

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

- (a) All such insurance shall be purchased by the Association for the benefit of the Association, Co-owners, and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit and any structure thereon. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages. The Association and all Co-owners shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.
- (b) All Common Elements of the Condominium Project and residential structures located on Units shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wires, conduits, and ducts contained therein and shall further include all fixtures, equipment, and trim within a Unit which were furnished with the Unit as standard items in accord with the plans and specifications thereof as are on file with the Oakland Township Building Department (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the

Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof. All information in the Association's records regarding insurance coverage shall be made available to all Co-owners on request and reasonable notice during normal business hours so that Co-owners be enabled to judge the adequacy of coverage and upon the taking of due Association procedures to direct the Board at a properly constituted meeting, to change the nature and extent of any applicable coverages, if so determined. Upon such annual re-evaluation and effectuation of coverage, the Association shall notify all Co-owners of the nature and extent of all changes in coverages.

- (c) All premiums for insurance purchased by the Association pursuant to these By-Laws shall be expenses of administration.
- (d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account, and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these By-Laws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction and in no event shall hazard insurance proceeds be used for any purpose other than for repair, replacement, or reconstruction of the Project unless all of the holders of first mortgages on Units in the Project have given their prior written approval.

Section 2. 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 a standard all-risk policy, including among other things, fire, extended coverage, vandalism and malicious mischief, liability insurance, and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit, and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance; collect and remit premiums therefor; collect proceeds and to distribute the same to the Association, Co-owners, and respective mortgagees as their interests may appear (subject always to the Condominium Documents); to execute releases of liability; to execute all documents; and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing. This Power of Attorney shall not be affected by disability of the Co-owner.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

- (a) In the event the damaged property is a Common Element or the dwelling constructed within the perimeter of a Unit, the property shall be rebuilt or repaired if any Unit in

the Condominium is tenantable, unless it is determined by unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit is the Condominium has given its prior written approval for such termination.

- (b) In the event the Condominium is so damaged that no dwelling constructed within any Unit is tenantable, the damaged property shall not be rebuilt and the Condominium shall be terminated, unless eighty (80%) percent or more of all of the Co-owners agree to reconstruction by vote or in writing within ninety (90) days after the destruction.

Section 2. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the plans and specifications on file with the Township of Oakland for each dwelling in the Project and restore it to a condition as comparable as possible to the condition existing prior to damage unless the Co-owners shall unanimously decide otherwise.

Section 3. In the event the damage is to a dwelling or other improvement constructed within the perimeter of a Unit or a Limited Common Element, if any, appurtenant thereto which is the responsibility of a Co-owner to maintain, repair and replace, it shall be the responsibility of the Co-owner to reconstruct, maintain, repair and replace the damaged structural elements contained within the perimeter of his Unit and all Limited Common Elements appurtenant to the Unit. In all other cases, the responsibility for reconstruction and repair shall be that of the Association. In the event that a Co-owner fails or neglects to maintain the exterior components of his Unit in an aesthetic and/or harmonious manner as may from time to time be established by the Association in duly adopted regulations promulgated by the Board of Directors pursuant to its authority set forth in Article VI, Section 11 of these By-Laws, the Association shall be entitled to effect such maintenance to the Unit and to assess the Co-owner the costs thereof and to collect such costs as part of the assessments under Article II of these by-Laws. Each Co-owner shall also be responsible for the reconstruction, maintenance and repair of the interior of the dwelling constructed within the perimeter of his Unit, including, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls, interior trim, furniture, light fixtures and all appliances, whether freestanding or built-in. In the event damage to a Condominium Unit dwelling structure or to any Limited Common Elements appurtenant thereto is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 4 of this Article V. If and to the extent that any Condominium Unit dwelling structure or Limited Common Element is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto, and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any improvements thereon or any part of the Common Elements, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 4. Except as provided in Section 3 hereof, the Association shall be responsible for maintenance, repair, and reconstruction of the Common Elements (except as specifically otherwise provided in the Master Deed). Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or

repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This shall not be construed as to require replacement of mature shrubs, trees and bushes that become damaged, with shrubs, trees and bushes of equivalent size.

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

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

- (a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the owner of such Unit and any mortgagee thereof as their interests may appear. After acceptance of such award by the owner and any mortgagee, they shall be divested of all interest in the Condominium. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and any mortgagee, as their interests may appear.
- (b) If there is any taking of any portion of the Condominium other than any Unit the condemnation proceeds relative to such taking shall be paid to the Co-owner and any mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than fifty percent (50%) of the Co-owners shall determine whether to rebuild, repair, or replace the portion so taken or to take such other action as they deem appropriate.
- (c) In the event the Condominium Project continues after 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 Co-owners based upon the continuing value of the Condominium of one hundred percent (100%). Such Amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.
- (d) In the event any Unit in the Condominium, or any portion thereof, or the Common Elements, or any portion thereof, is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Association promptly shall so notify each holder of a first mortgage lien on any of the Units in the Condominium.

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation, or others, hereinafter referred to as "FHLMC," then the Association shall give FHLMC written notice at such address as it may, from time to time, direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten

Thousand and 00/100 Dollars (\$10,000.00) in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds One Thousand and 00/100 Dollars (\$1,000.00). The Association shall provide such other reasonable notice as may be required, from time to time, by other institutional holders of mortgages upon Units.

Section 7. Nothing contained in the Condominium Documents shall be construed to give a Condominium Unit owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds for condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI

RESTRICTIONS

Section 1. Each Unit in the Condominium shall be occupied by a single family, only, and shall not be used for other than single family purposes and the Common Elements shall only be used for purposes consistent with those set forth in this Section 1. No Unit shall be used for commercial or business offices. The provisions of this Section shall not be construed to prohibit a Co-owner from maintaining a personal professional library, keeping personal, professional or business records or handling personal business or professional telephone calls in the Co-owner's Unit.

Section 2.

- (a) A Co-owner may lease his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in sub-section (b) below. No Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy except under a written lease unless specifically approved in writing by the Association. Such written lease shall (i) require the lessee to comply with the Condominium Documents and rules and regulations; (ii) provide that failure to comply with the Condominium Documents and rules and regulations constitutes a default under the lease, and (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days prior written notice to the Condominium Unit Co-owner, in the event of a default by the tenant in the performance of the lease. The Board of Directors may suggest or require a standard form lease for use by Unit Co-owners. Each Co-owner of a Condominium Unit shall, promptly following the execution of any lease of a Condominium Unit, forward a conformed copy thereof to the Board of Directors. Under no circumstances shall transient tenants be accommodated. For purposes of this Section 2(a), a "transient tenant" is a non-Co-owner residing in a Condominium Unit for less than sixty (60) days, who has paid consideration therefor. 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. Tenants and non-Co-owner occupants shall comply with all of the conditions of the Condominium Documents of the Condominium Project and all Leases and Rental Agreements shall so state.
- (b) A Co-owner, including the Developer, desiring to rent or lease a Condominium Unit, shall disclose that fact in writing to the Association at least ten (10) days before presenting a Lease form to a potential lessee and shall

supply the Association with a copy of the exact Lease form for its review for its compliance with the Condominium Documents. If Developer desires to rent Condominium Units before the Transitional Control Date, as that term is defined in the Act, it shall notify either the Advisory Committee or each Co-owner in writing.

- (c) If the Association determines that the tenant or non-Co-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:
 - (1) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant or non-Co-owner occupant.
 - (2) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or non-Co-owner occupant or advise the Association that a violation has not occurred.
 - (3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf, or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction and money damages against the tenant, Co-owner, or non-Co-owner occupant and tenant, for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding. The Association may hold the tenant or non-Co-owner occupant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Condominium Unit, of the Condominium and for actual legal fees incurred by the Association in connection with legal proceedings hereunder.
- (d) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner Condominium Unit under a Lease or Rental Agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearage and future assessments as they fall due and pay them to the Association. The deductions shall not be a breach of the Rental Agreement or Lease by the tenant. The form of lease used by any Co-owner shall explicitly contain the foregoing provisions.

Section 3. The Developer of the Project intends that there shall be a residential dwelling and certain other improvements within the boundaries of each of the Condominium Units in the Project in conjunction with the sale of such Units to individual Co-owners. No one other than Developer shall be entitled to alter the nature or appearance of any improvements constructed within the boundaries of a Condominium Unit or the Limited Common Elements, if any, appurtenant thereto without the prior written consent of the Board in its absolute discretion. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event that the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association and the Developer harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or

improvements. During the Construction and Sales Period, Developer's prior written approval of proposed plans is required for any residential construction, additional buildings or structures, roads, sidewalks, driveways, fences, retaining walls, drives or other improvements to be built or erected on the Premises and any changes to existing buildings or structures prior to the construction or erection thereof (including in color or design), however, such approval shall not be unreasonably withheld. Nor shall any hedges, trees or substantial plantings or landscaping modifications be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, material, color, scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, during the Construction and Sales Period, and a copy of said plans and specifications, as finally approved, lodged permanently with Developer; provided, however, that each Co-owner shall have the right to install plantings and/or landscaping around the foundation of the residential structure within his/her Condominium Unit without the approval of the Developer or the Association. Any such plans for construction or alteration referred to above shall include a plan for restoration of the Premises after construction or alteration to a condition satisfactory to the Association and/or the Developer, as the case may be. Construction of any dwelling or other improvement must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plan or specifications, or grading or landscaping plan which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to construct the same, and the degree of harmony thereof with the Condominium as a whole and the Area of Future Development described in the Master Deed. Developer may also, in its discretion, require as a condition of approval of any plans, an agreement for special assessment of increased maintenance charges from any Co-owner whose proposed dwelling and appurtenances and related improvements will cause the Association abnormal expenses in carrying out its responsibilities with respect thereto under the Master Deed. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Co-owners. Further, the restrictions hereby placed upon the Premises shall not be construed or deemed to create negative reciprocal covenants, easements or any restrictions upon the use of the Area of Future Development described in the Master Deed or any portion thereof unless, until and only to the extent such land is included in this Project by Master Deed amendment. Developer's rights under this Article VI, Section 3, may, in Developer's discretion, be assigned to the Association or other successor to Developer. Developer may construct any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents. Any improvements also require prior architectural approval as provided in the Declaration of Easements and Restrictions for Country Creek Planned Unit Development Agreement, a copy of which is available for review at Developer's office.

Section 4. Except as provided in Article VI, Section 3, above, with respect to the Developer, no Co-owner shall make any changes in the Common Elements, Limited or General, or to the exterior appearance of the Co-owner's Unit, without the express written approval of the Board of Directors.

Section 5. No immoral, improper, unlawful, or offensive activity shall be carried on in any Unit or upon the Common Elements - Limited or General, nor shall anything be done

which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Co-owner shall do, or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements, anything that will increase the rate of insurance on the Condominium without the written approval of the Association and each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition, even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, b-b guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. No animal, including household pets, shall be maintained by any Co-owner unless specifically approved in writing by the Association, except that a Co-owner may maintain one (1) domesticated dog or cat in his Condominium Unit. No animal may be kept or bred for any commercial purpose. Any animal shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements, Limited or General. The Board of Directors may, in its discretion, designate certain portions of the General Common Elements of the Project wherein such animals may be walked and/or exercised. Nothing herein contained shall be construed to require the Board of Directors to so designate a portion of the General Common Elements for the walking and/or exercising of animals. No savage or dangerous animal, including but not limited to Pit Bulls, shall be kept and any Co-owner who causes any animal to be brought or kept upon the Premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability (including costs and attorney fees) which the Association may sustain as a result of the presence of such animal on the Premises, whether or not the Association has given its permission therefor, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II hereof. Each Co-owner shall be responsible for promptly removing any excrement or other deposits left by their pets or by the pets of their guests or visitors. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these By-Laws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. The Association may, after notice and hearing, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable rules and regulations of the Association. The term "animal" or "pet" as used in this Section 6, shall not include small domesticated animals which are constantly caged, such as small birds or fish.

Section 7. The Common Elements shall not be used for storage of supplies, materials, personal property, trash, or refuse of any kind, except as provided in the duly adopted Rules and Regulations of the Association. Garage doors shall be kept closed at all times except as may reasonably necessary to gain access to

and from any garage. No unsightly condition shall be maintained on any patio, porch or deck and only furniture and equipment consistent with the normal and reasonable use of such areas shall be permitted to remain there during seasons when such areas are reasonably in use and no furniture or equipment of any kind shall be stored thereon during seasons when such areas are not reasonably in use. Trash receptacles shall be maintained at the curbs of the drives in the Condominium only for such periods of time as may be reasonably necessary to permit the periodic collection of trash. At all other times, trash receptacles shall be maintained in closed garages. In general, no activity shall be carried on nor condition maintained by the Co-owner either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. No Unit shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste.

Section 8. Walkways, yards, landscaped areas, driveways, roads and porches shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, or benches may be left unattended on or about the Common Elements. Use of any amenities in the Condominium may be limited to such times and in such manner as the Association shall determine by duly adopted regulations; provided, however, that use of any amenities in the Condominium shall be limited to resident Co-owners who are members in good standing of the Association and to the tenants, land contract purchasers and/or other non-Co-owner occupants of Condominium Units in which the Co-owner does not reside; provided, further, however, that the non-resident Co-owners of such Condominium Units are members in good standing of the Association.

Section 9. Except for vans and pick-up trucks used for personal transportation by a Co-owner, no house trailers, pick-up trucks, recreational vehicles, vans or similar vehicles, such as club wagons, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, mobile homes, dune buggies, motor homes, all terrain vehicles, motorcycles, motor bikes, snowmobiles, snowmobile trailers, or vehicles other than automobiles may be parked or stored upon the Premises of the Condominium, unless said vehicles are parked in the garages of the structures on respective Units, or unless specifically approved by the Association, or parked in an area specifically designated therefor by the Association. Nothing herein contained shall be construed to require the Association to approve the parking or storage of such vehicles or to designate an area therefor. The Association shall not be responsible for any damages, costs or other liability arising from any failure to approve the parking or storage of such vehicles or to designate an area therefor. Unless the Board of Directors specifically approves in writing otherwise, Co-owners shall not park or maintain more than three (3) vehicles on the Condominium Premises and such vehicles shall only be parked in their respective garages, except that if the number of vehicles owned by a Co-owner exceeds the number of vehicles that a Co-owner's garage can accommodate, such additional vehicles shall be parked in the Co-owner's driveway immediately adjoining his or her garage. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pick-ups in the normal course of business or unless parked in the Co-owner's garage. Non-operational vehicles or vehicles with expired license plates shall not be parked or stored on the Condominium Premises without the written permission of the Board of Directors. Non-emergency maintenance or repair of motor vehicles shall not be permitted on the Condominium Premises. The Association may cause vehicles parked or stored in violation of this Section 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. Co-owners 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 10. No signs or other advertising devices shall be displayed which are visible from the exterior of a Unit dwelling or in yard areas, or on the Common Elements including "For Sale" signs and "Open" signs, without written permission from the Association and during the Construction and Sales Period, from the Developer.

Section 11. Reasonable rules and regulations consistent with the Act, the Master Deed, and these By-Laws, concerning the use of the Common Elements may be made and amended from time to time by the Board of Directors of the Association, including the first Board of Directors (or its successors appointed by the Developer prior to the First Annual Meeting of the entire Association held as provided in Article I, Section 7, of these By-Laws). Copies of all such regulations and amendments thereto, shall be furnished to all Co-owners and shall become effective thirty (30) days after mailing or delivery thereof to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners except that the Co-owners may not revoke any regulation prior to the First Annual Meeting of the entire Association.

Section 12. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements unless approved by the Association in writing.

Section 13. No Co-owner may dispose of a Unit in the Condominium, or any interest therein, by a sale or lease without complying with the following terms or conditions:

- (a) A Co-owner intending to make a sale or lease of a Unit in the Condominium, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association may reasonably require. Prior to the sale or lease of a Unit, the selling or leasing Co-owner shall provide a copy of the Condominium Master Deed (including Exhibits A and B thereto) and any amendments to the Master Deed, to the proposed purchaser or lessee. In the event a Co-owner shall fail to notify the Association of the proposed sale or lease or in the event a Co-owner shall fail to provide the prospective purchaser or lessee with a copy of the Master Deed referred to above, such Co-owner shall be liable for all costs and expenses, including attorney fees, that may be incurred by the Association as a result thereof or by reason of any non-compliance of such purchaser or lessee with the terms, provisions and restrictions set forth in the Master Deed; provided, however, that this provision shall not be construed so as to relieve the purchaser or lessee of his obligations to comply with the provisions of the Condominium Documents.
- (b) The Developer shall not be subject to this Section 13 in the sale or, except to the extent provided in Article VI, Section 2(b), the lease of any Unit in the Condominium which it owns, nor shall the holder of any mortgage which comes into possession of a Unit pursuant to the remedies provided in the mortgage, or foreclosure of the mortgage, or deed in lieu of foreclosure, be subject to the provisions of this Section 13.

Section 14. Each Co-owner shall maintain his Unit and any improvements thereon and Limited Common Elements, if any,

appurtenant thereto for which he has maintenance responsibility in a safe, clean, and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, plumbing, electrical, or other utility conduits and systems, and any other elements in any Unit which are appurtenant to or which may affect any other Unit or the improvements thereon. Each Co-owner shall be responsible for damages or costs to the Association or to other Co-owners, as the case may be, resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, tenants, land contract purchasers, agents, or invitees unless such damages or costs are covered by insurance carried by the Association, in which case there shall be no such responsibility (unless full reimbursement to the Association is excluded by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association or the other Co-owners, as the case may be, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof. The Co-owner shall have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement.

Section 15. None of the restrictions contained in this Article VI shall apply to the commercial activities, signs, or billboards, if any, of the Developer during the Construction and Sales Period as defined herein, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation and By-Laws as the same may be amended from time to time. For the purposes of this Section, the Construction and Sales Period shall be deemed to continue so long as Developer owns any Units which it offers for sale or for so long as Developer continues to develop or proposes to develop additional Units on the Project or on property adjoining the Project. Until all Units in the entire Condominium Project (including the initial phase and any successive phases) are sold by Developer, Developer and/or its designees shall have the right to maintain a sales office, business office, construction office, model Units, storage areas, reasonable parking incident to the foregoing and such access to, from, and over the Project as may be reasonable to enable development and sale of the entire Condominium by Developer and/or the development and sales of other off site property by Developer or its affiliates, and Developer may continue to do so during the entire Construction and Sales Period and Warranty period applicable to any Unit in the Condominium. The Developer shall restore the areas so utilized to habitable status upon termination of use.

Section 16. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace, and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to whom it may assign this right, at its option, may elect to maintain, repair, and/or replace any Common Elements and/or to do any landscaping required by these By-Laws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these By-Laws during the Construction and Sales Period, notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these By-Laws.

Section 17. The Association, or its duly authorized agents, shall have access to each Unit, any Limited Common Elements appurtenant thereto, and any Limited or General Common Elements accessible from that Unit, from time to time, during reasonable working hours and upon notice to the Co-owner thereof as may be necessary for the maintenance, repair, or replacement of any of the

Common Elements there or accessible therefrom. The Association, or its agents, shall also have access to each Unit and any Limited or General Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It shall be the responsibility of each Co-owner to provide the Association a means of access of his Unit, any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit, during any period of absence. In the event of the failure of such Co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and shall not be liable to such Co-owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto, or any General Common Elements accessible from that Unit caused thereby or for repair or replacement of any doors or windows damaged in gaining such access and the Co-owner shall be responsible for the costs of obtaining such access. This provision in and of itself shall not be construed to permit access to the interiors of residences or other structures located within a Unit.

Section 18. No Unit shall be split or reduced in size by any method whatsoever without the prior written consent of the Architectural Control Committee. Units may be enlarged by consolidation with one (1) or more adjoining Units under one (1) ownership. If one (1) or more Units are developed together as one residence, all of the restrictions in the Article shall apply as though a single Unit were involved. Each Co-Owner covenants that he will not change the surface grade of his Unit or appurtenant limited common elements or driveways thereon in a manner which will materially increase or decrease the storm water flowing onto or off of his Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and may enter upon the Units in the Condominium to correct any violation of this covenant and shall charge the costs of the correction to the Co-Owner and such costs shall be a lien upon the Unit.

Section 19. The planting, removal or modification of any trees located on the Condominium Premises or within the boundaries of any Unit must be in compliance with the Tree Protection Plan prepared by the Developer for the Township engineer.

Section 20. Any and all costs, damages, expenses and/or attorneys fees incurred by the Association in enforcing any of the restrictions set forth in this Article VI and/or rules and regulations promulgated by the Board of Directors of the Association under Article VI, Section 11, of these by-Laws, may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

ARTICLE VII

MORTGAGES

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

Section 2. The Association shall, if requested to do so, notify each mortgagee appearing in said book of the name of each company insuring the Condominium against fire, perils covered by extended coverage, and vandalism and malicious mischief and the amount of such coverage.

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

ARTICLE VIII

AMENDMENTS

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

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

Section 3. These By-Laws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty six and two-thirds percent ($66\frac{2}{3}\%$) of all Co-owners. No consent of mortgagees shall be required to amend these By-Laws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds ($66\frac{2}{3}\%$) percent of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held. During the Construction and Sales Period, these By-Laws may not be amended in any manner so as to materially affect and/or impair the rights of the Developer, unless said amendment has received the prior written consent of the Developer. In no event shall Article III, Section 4 and/or any other Section of By-Laws herein delineating the Developer's rights be amended without the prior written consent of the Developer.

Section 4. Prior to the First Annual Meeting of members, these By-Laws may be amended by the Developer without approval from any other person so long as such amendment does not materially alter or change the rights of a Co-owner or mortgagee, including, but not limited to, amendments for the purpose of facilitating conventional mortgage loan financing for existing or prospective Co-owners and to enable the purchase of such mortgage loans by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the Federal government or the State of Michigan, or to satisfy the requirements of the Department of Housing and Urban Development.

Section 5. Any amendment to these By-Laws (but not the Association's Corporate By-Laws) shall become effective upon recording of such amendment in the office of the Oakland County Register of Deeds.

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

ARTICLE IX

COMPLIANCE

The Association of Co-owners, present or future Co-owners, tenants, future tenants, land contract purchasers, 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 with the Condominium Documents 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. In the event any portion of these By-Laws or the Association's Corporate By-Laws conflict with any provision of the Master Deed, the Master Deed shall govern. In the event any provision of the Association's Corporate By-Laws conflicts with any provision of these By-Laws, these By-Laws shall govern.

ARTICLE X

DEFINITIONS

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

ARTICLE XI

REMEDIES FOR DEFAULT

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

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief as may be sought by the Association, or if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In the event of a default of the Condominium Documents by a Co-owner and/or non-Co-owner resident or guest, the Association shall be entitled to recover from the Co-owner and/or non-Co-owner resident or guest, the prelitigation costs and attorney fees incurred in obtaining their compliance with the Condominium Documents. 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 proceedings and such reasonable attorney's fees, (not limited to statutory fees) as may be determined by the Court, but in no event shall any Co-owner be entitled to recover such attorney's fees. The Association, if successful, shall also be entitled to recoup the costs and attorney's fees incurred in defending any claim, counterclaim or other matter from the Co-owner asserting the claim, counterclaim or other matter.
- (c) The violation of any of the provisions of the Condominium Documents, including the rules and regulations promulgated by the Board of Directors of the Association hereunder, 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 or into any Unit and the improvements thereon, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents; however, such right to summarily remove and abate may only be exercised after reasonable attempts to provide prior notice of the violation and the Board of Director's intent to summarily

remove and abate, as is hereinafter described, has been given to the Co-owner in violation, and an opportunity to respond to the allegation has been afforded the Co-owner in violation. The Association shall have no liability to any Co-owner in violation. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

- (d) The violation of any of the provisions of the Condominium Documents, including any of the rules and regulations promulgated by the Board of Directors of the Association hereunder, by any Co-owner, in addition to the rights set forth above, shall be grounds for assessment by the Association of a monetary fine for such violation. No fine may be assessed unless the rules and regulations establishing such fine 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 Article VI, Section 11 of these By-Laws. Thereafter, fines may be assessed only upon notice to the offending Co-owner and an opportunity for such Co-owner to appear before the Board no less than seven (7) days from the date of the notice and offer evidence in defense of the alleged violation. Upon finding an alleged violation after an opportunity for hearing has been provided, the Board of Directors may levy a fine in such amount as it, in its discretion, deems appropriate. All fines duly assessed may be collected in the same manner as provided in Article II of these By-Laws.

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

Section 3. All rights, remedies, and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants, or conditions of the aforesaid Condominium Documents shall be deemed to be cumulative and the exercise of any one (1) or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies, or privileges as may be available to such party at law or in equity.

Section 4. 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 non-compliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XII

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its consent to the acceptance of such powers and rights and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or retained by Developer or its

successors shall expire and terminate, if not sooner assigned to the Association, at the conclusion of the Construction and Sales Period, as same is defined in Article III-M of the Master Deed. Notwithstanding anything herein to the contrary, the immediately preceding sentence dealing with the expiration and termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination and expiration of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents), which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby, nor to the Developer's right to enforce Article III, Section 4, of these By-Laws.

ARTICLE XIII

JUDICIAL ACTIONS AND CLAIMS

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these By-Laws and in the Association's By-Laws, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the By-Laws of the Association, the commencement of any civil action (other than one to enforce these By-Laws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article 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. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these By-Laws or to collect delinquent assessments:

Section 1. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners; that a civil action be filed, and supervising and directing any civil actions that are filed.

Section 2. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a special meeting of the Co-owners ("litigation evaluation meeting") for the express purpose of evaluating the merits of the proposed civil action. The written notice to the Co-owners 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 copied onto 8 1/2" x 11" paper:

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

- (2) that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - (3) litigation is the only prudent, feasible and reasonable alternative; and
 - (4) the Board of Directors' proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- (b) A written summary of the relevant experience of the attorney ("litigation attorney") the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the following information:
- (1) the number of years the litigation attorney has practiced law; and
 - (2) the name and address of every condominium and homeowner association for which the attorney has filed a civil action in any court, together with the case number, county and court in which each civil action was filed.
- (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 6 of this Article.

Section 3. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to the 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 4. Fee Agreement With Litigation Attorney.

The Association shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and 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 5. Co-owner Vote Required.

At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these By-Laws or collect delinquent assessments) shall require the approval of two-thirds in number and in value 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 6. Litigation Special Assessment.

A l l legal fees incurred in pursuit of any civil action that is subject to Section 1 through 10 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of the 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 twenty-four (24) months.

Section 7. Attorney's Written Report.

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

- (a) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").
- (b) All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- (c) A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including but not limited to, settlement discussions.
- (d) The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- (e) Whether the originally estimated total cost of the civil action remains accurate.

Section 8. Monthly Board Meetings.

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

- (a) the status of the litigation;
- (b) the status of settlement efforts, if any; and
- (c) the attorney's written report.

Section 9. Changes in the Litigation Special Assessment. If at any time during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revisions 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 or 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 10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE XIV

SEVERABILITY

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

VILLAGES OF COUNTRY CREEK ASSOCIATION

CORPORATE BY-LAWS

ARTICLE I

ADOPTION OF CONDOMINIUM BY-LAWS

The By-Laws of Villages of Country Creek, hereinafter referred to as the "Condominium By-Laws," as attached to the Master Deed of Villages of Country Creek as Exhibit "A" thereto, and recorded in Liber 14191, Pages 843 through 893, Oakland County Records, are hereby incorporated by reference and adopted in their entirety as a part of the By-Laws of this Association. The By-Laws hereafter set forth shall be known as the Corporate By-Laws.

ARTICLE II

MEETINGS

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

Section 2. The First Annual Meeting of members of the Corporation shall be held in accordance with Article I, Section 7, of the Condominium By-Laws. The date, time, and place of the First Annual Meeting shall be set by the Board of Directors, and at least fifteen (15) days not more than sixty (60) days written notice thereof shall be given to each Co-owner. Thereafter, the Annual Meetings of Members of the Association shall be held during the month of October of each succeeding year (commencing in October of the calendar year following the year in which the First Annual Meeting is held) at such date, time and place as may be determined by the Board of Directors. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article III of these By-Laws. The Co-owners may also transact at Annual Meetings such other business of the Corporation as may properly come before them.

Section 3. It shall be the duty of the President to call a Special Meeting of the Co-owners as directed by resolution of the Board of Directors. The President shall also

call a special meeting upon a petition signed by one-third (1/3) of the Co-owners presented to the Secretary of the Association, but only after the First Annual Meeting has been held. Notice of any Special Meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

Section 4. It shall be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each Annual or Special Meeting, stating the purpose thereof as well as the time and place where it is to be held, upon each Co-owner of record at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, with proper postage, of a notice to the designated representative of each Co-owner at the address shown on the Designation of Voting Representative form shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver, when filed in the records of the Association, shall be deemed due notice.

Section 5. If any meeting of 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.

Section 6. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing directors or officers); (g) election of directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 7. Any action which may be taken at a meeting of the members (except for the election or removal of directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 4 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the

vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

Section 8. The transactions at any meeting of members, either annual or special, however called and noticed, shall be as valid as though made at a meeting duly held after regular call and notice, if a quorum is present either in person or by proxy or absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy or by absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with corporate records or made a part of the minutes of the meeting.

Section 9. Minutes or a similar record of the proceedings of meetings of members, when signed by the Secretary, shall be presumed truthfully to evidence the matters set forth therein. A recitation in the minutes of any such meeting that notice of the meeting was properly given shall be prima facie evidence that such notice was given.

ARTICLE III

BOARD OF DIRECTORS

Section 1. The affairs of the Corporation shall be governed by a Board of Directors, all of whom must be members of the Corporation or officers, partners, trustees, employees, or agents of members of the Corporation except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto appointed by Developer pursuant to Article I, Section 4 of the Condominium By-Laws or elected by the Co-owners. Directors shall serve without compensation.

Section 2. The first Board of Directors designated in the Articles of Incorporation and any successors appointed to thereto by Developer pursuant to Article I, Section 4 of the Condominium By-Laws, and any directors elected prior to the First Annual Meeting in accordance with Article I, Section 8 of the Condominium By-Laws, shall manage the affairs of the Association until a successor Board of Directors is elected at the First Annual Meeting of members of the Association convened in accordance with Article I, Section 7 of the Condominium By-Laws. The first Board of Directors may change the size of the

Board to any number of members not more than five (5) at any time, and from time to time, before the First Annual Meeting of members. At the First Annual Meeting of members of the Association, the Board of Directors shall increase in size (if applicable) to five (5) persons. At such First Annual Meeting, three (3) directors shall be elected for a term expiring at the Second Annual Meeting of members held after the First Annual Meeting and the two (2) directors shall be elected for a term expiring at the next annual meeting of members held after the First Annual Meeting. At such First Annual 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 expiring on the Second Annual Meeting of members held after the First Annual Meeting and the two persons receiving the next highest number of votes shall be elected for a term expiring at the next annual meeting of members held after the First Annual Meeting. At each annual meeting of the Association held after the First Annual Meeting, either three (3) or two (2) directors shall be elected depending upon the number of directors whose terms expire. The term of office (except for the original Board of Directors and the directors elected at the First Annual Meeting of members) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

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

Section 4. Vacancies in the Board of Directors which occur after the transitional control date as that term is defined in Act 59 of Michigan Public Acts of 1978, as amended, caused by any reason other than the removal of a director by a vote of the members of the Association shall be filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum, except that the Developer shall be solely entitled to fill the vacancy of any director whom it is permitted in the first instance, under the Condominium By-Laws, to designate. Vacancies among non-developer Co-owner elected directors, which occur prior to the Transitional Control Date, may be filled only through election by non-developer Co-owners and shall be filled in the manner specified in Article I, Section 8, of the Condominium By-Laws.

Section 5. At any regular or special meeting of the Association duly called, any one (1) or more of the directors may be removed with or without cause by a majority of the Co-owners and a successor may then and there be elected to fill the vacancy thus created. Any director whose removal has been proposed by the Co-owners shall be given an opportunity to be heard at the meeting. The Developer may remove and replace any or all of the directors appointed by it at any time or from time to time in its sole discretion. Any director elected by the non-developer Co-owners to serve before the First Annual

Meeting of members may be removed before the First Annual Meeting by the non-developer Co-owners in the same manner set forth in this Section 5 above for removal of directors generally.

Section 6. The First Meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place as shall be fixed by the directors at the meeting at which such directors were elected, and no notice shall be necessary to the newly elected directors in order legally to constitute such meeting, providing a majority of the whole Board shall be present.

Section 7. Regular meetings of the Board of directors may be held at such times and places as shall be determined from time to time by a majority of the directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, by mail, telephone, fax or telegraph at least five (5) days prior to the date named for such meeting.

Section 8. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each director given personally, by mail, telephone, fax, or telegraph, which notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two (2) directors.

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

Section 10. At all meetings of the Board of Directors, a majority of the directors shall constitute a quorum for the transaction of business, and the acts of the majority of the directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time, with not less than twenty-four (24) hours written notice delivered to any directors not present. At any such adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a director in the action of a meeting by signing and concurring in the minutes thereof, shall

constitute the presence of such director for purposes of determining a quorum.

Section 11. Any action permitted to be taken by the Board of Directors at the meeting of the Board shall be valid if consented to in writing by the requisite majority of the Board of Directors.

Section 12. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be expenses of administration.

ARTICLE IV

OFFICERS

Section 1. The principal officers of the Association shall be a President, who shall be a member of the Board of Directors, Vice-President, Secretary, and Treasurer. The directors may appoint an Assistant Treasurer, an Assistant Secretary, and such other officers as in their judgment may be necessary. Any two (2) offices, except that of President and Vice-President, may be held by one (1) person.

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

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

Section 4. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Association and of the Board of Directors. He shall have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he may in his discretion deem appropriate to assist in the conduct of the affairs of the Association.

Section 5. The Vice-President, if any, 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 6. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association; he shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and he shall, in general, perform all duties incident to the office of the Secretary.

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

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

ARTICLE V

SEAL

The Corporation 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 VI

FINANCE

Section 1. The finances of the Corporation shall be handled in accordance with the Condominium By-Laws.

Section 2. The fiscal year of the Corporation shall be an annual period commencing on such date as may be initially determined by the directors. Absent such determination by the Board of Directors, the fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the directors for accounting reasons or other good cause.

Section 3. The funds of the Corporation shall be deposited in such bank as may be designated by the directors and

shall be withdrawn only upon the check or order of such officers, employees, or agents, as are designated by resolution of the Board of Directors from time to time. The funds may be invested from time to time in accounts or deposits, certificates of such banks, or savings and loans association as are insured by the Federal Deposit Corporation or the Federal Savings and Loans Insurance Corporation and may also be invested in interest bearing obligations of the United States government or in such other accounts or in such other depositories as may be adequately insured in the discretion of the Board of Directors.

ARTICLE VII

AMENDMENTS

Section 1. These By-Laws may be amended by the Association at a duly constituted meeting called for such purpose by an affirmative vote of not less than sixty six and two-third percent ($66 \frac{2}{3}\%$) of all Co-owners.

Section 2. Amendments to these By-Laws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the directors, by one-third ($1/3$) or more in number of the members, or by instrument in writing signed by them.

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

Section 4. Prior to the First Annual Meeting of members, these By-Laws may be amended by the First Board of Directors or the Developer without approval from any person as long as such Amendment shall not increase or decrease the benefits, obligations, or materially affect the rights of any member of the Association, or mortgagee.

Section 5. Any amendment to these By-Laws shall become effective upon adoption of the same in accordance with this Article VII without recording in the Office of the Register of Deeds.

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

ARTICLE VIII

LITIGATION

The requirements of this Article VIII shall govern the corporation's commencement and conduct of any civil action except for actions to enforce the By-Laws of the corporation or collect delinquent assessments. The requirements of this Article VIII will ensure that the members of the corporation are fully informed regarding the prospects to engage in, as well as the ongoing status of any civil actions actually filed by the corporation. 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 corporation's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each member of the corporation shall have standing to sue to enforce the requirements of this Article VIII. The following procedures and requirements apply to the corporation's commencement of any civil action other than in action to enforce the By-Laws of the corporation or collect delinquent assessments:

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

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

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

(-a-) it is in the best interests of the corporation to file a lawsuit;

(-b-) that at least one Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

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

(-d-) the Board's proposed attorney for the civil action is of the written opinion that litigation is the corporation's most reasonable and prudent alternative.

(2) A written summary of the relevant experience of the attorney ("litigation attorney") the Board recommends be retained to represent the corporation in the proposed civil action, including the following information:

(-a-) the number of years the litigation attorney has practiced law; and

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

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

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

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

(6) The amount to be specially assessed against each 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 subparagraph (f) of this Article VIII.

(c) If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the members of the corporation have a realistic appraisal of the

condition of the Common Elements, the likely cost of repairs to or the replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all members with the written notice of the litigation evaluation meeting.

(d) The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation 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 members in the text of the corporation's written notice to the members of the litigation evaluation meeting.

(e) At the litigation evaluation meeting the members shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium By-Laws or collect delinquent assessments) shall require the approval of two-thirds majority in number and in value. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

(f) All legal fees incurred in pursuit of any civil action that is subject to this Article VIII shall be paid by special assessment of the members of the corporation ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all members of the corporation in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the members in accordance with their respective percentage of the value interests in the Condominium and shall be collected from the members on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

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

(1) The attorney's fee, the fees of any experts retained by the attorney, and all other costs of the litigation

during the thirty (30) days period immediately preceding the date of the attorney's written report ("reporting period").

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

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

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

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

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

- (1) the status of the litigation;
- (2) the status of settlement efforts, if any; and
- (3) the attorney's written report.

(i) If at any time during the course of a civil action, the Board determines that the originally estimated total cost of the civil action or any revisions thereof is inaccurate, the Board shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the members, the Board shall call a special meeting of the members to review the status of the litigation, and to allow the members to vote on whether or continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

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

ARTICLE IX

COMPLIANCE

These By-Laws are set forth to comply with the requirements of the Act, with the duly recorded Master Deed of the Condominium, and Exhibits A and B attached thereto as amended from time to time. In case any of these By-Laws conflict with the provisions of the Act, Master Deed, or the Exhibits thereto, the provisions of the Act and Master Deed shall be controlling.

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE
ASSIGNED IN CONSECUTIVE SEQUENCE, WHEN A NUMBER
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY
SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S
CERTIFICATE ON SHEET 2.

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO.

EXHIBIT "B" TO THE MASTER DEED FOR

VILLAGES OF COUNTRY CREEK

OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 38, T.4 N., R.11 E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 81°21'28" W., 1115.38 FEET ALONG THE EAST LINE OF SAID SECTION 38 FROM THE SOUTHEAST CORNER OF SAID SECTION 38; THENCE FROM SAID POINT OF BEGINNING S. 88°09'11" W., 185.84 FEET; THENCE N. 81°58'49" W., 138.00 FEET; THENCE N. 88°09'11" E., 3.82 FEET; THENCE N. 81°58'49" W., 178.00 FEET; THENCE S. 88°09'11" W., 44.68 FEET; THENCE N. 81°58'49" W., 132.00 FEET; THENCE S. 88°09'11" W., 19.39 FEET; THENCE S. 49 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 241.00 FEET, A CENTRAL ANGLE OF 82°01'08", A CHORD LENGTH OF 8.49 FEET WHICH BEARS S. 87°08'37" W.; THENCE N. 83°31'57" W., 518.22 FEET; THENCE S. 88°09'11" W., 48.32 FEET; THENCE N. 89°44'57" E., 188.32 FEET; THENCE N. 81°58'49" W., 48.00 FEET; THENCE N. 81°07'41" W., 154.44 FEET; THENCE N. 88°09'11" E., 1834.57 FEET; THENCE S. 81°21'28" E., 818.00 FEET ALONG THE EAST LINE OF SAID SECTION 38 TO THE POINT OF BEGINNING, CONTAINING 16.42 ACRES AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER ADAMS ROAD.

SURVEYOR & PREPARER

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

INDEX OF DRAWINGS

DWG. NO.	DWG. TITLE
1	COVER SHEET
2	SURVEY & COMPOSITE PLAN
3	UTILITY PLAN
4	SITE PLAN

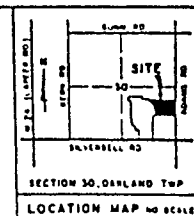
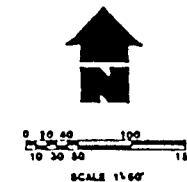
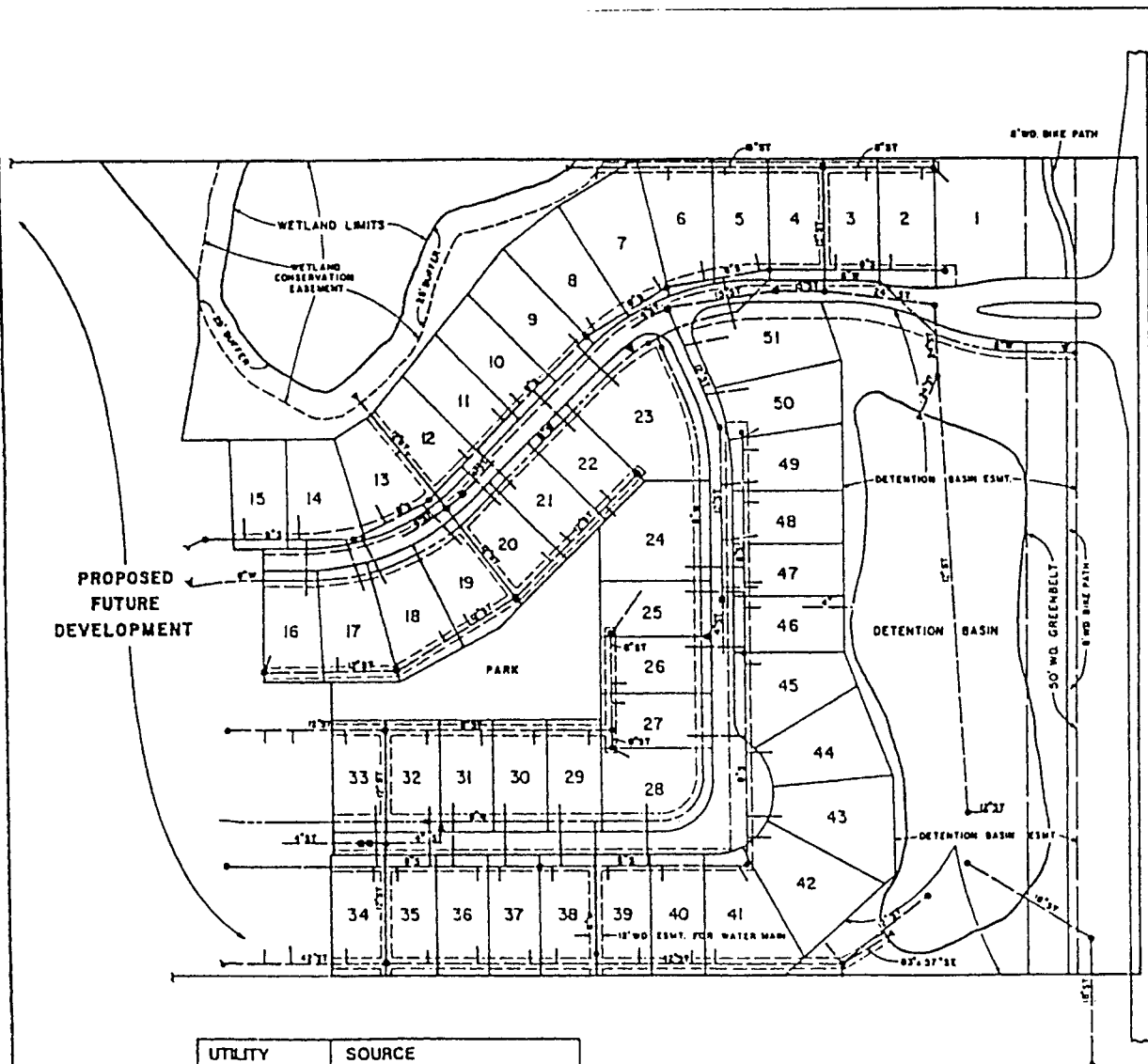
DEVELOPER

AMERICAN QUALITY HOMES, INC.
7380 MEADOWRIDGE CIRCLE
WEST BLOOMFIELD, MI 48322



Zeimet/Wozniak

7-29-93		PROPOSED
REVISIONS		VILLAGES OF COUNTRY CREEK
DATE	BY	
		COVER SHEET
		ZEIMET/WOZNIAK
		1



LEGEND

- STORM SEWER
- SANITARY SEWER
- WATER MAIN
- MANHOLE
- CATCH BASIN
- ▽ HYDRANT
- GATE VALVE

NOTES

1. ALL STORM SEWER SUMP LEADS ARE 4" SUMP LEADS FOR UNITS 8, 9, 10, 11, 14, 15, 43, 44 & 45 DISCHARGE DIRECTLY INTO WETLANDS OR DETENTION BASIN.
2. SANITARY SEWER SERVICE LEADS ARE 6".
3. WATER SERVICE LEADS WILL BE SHOWN ON AS-BUILT DRAW.
4. THIS SITE DOES NOT LIE WITHIN A FEDERALLY DESIGNATED FLOOD HAZARD AREA IN ACCORDANCE WITH THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP, COMMUNITY PANEL NO. 260470 0010 B, EFFECTIVE DATE, DECEMBER 1, 1992.
5. PROPOSED EASEMENTS AS SHOWN OVER STORM SEWERS ARE 10' WIDE, OVER SANITARY SEWERS ARE 20' WIDE AND OVER WATER MAIN ARE 15' WIDE UNLESS OTHERWISE INDICATED.

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

THE LOCATION OF UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE FROM EXISTING RECORDS. NO GUARANTEE IS EITHER EXPRESSED OR



7-29-93

PROPOSED

REVISIONS		VILLAGES OF COUNTRY CREEK	
NO.	DATE	DESCRIPTION	BY
1		UTILITY PLAN	
		ZEMET/WOZNIAK	
		Civil Engineers & Surveyors	
		2000 FRANKLIN AVE. S.W.	
		ALBUQUERQUE, NM 87105	
		TEL: 505/263-1111	
		FAX: 505/263-1112	
		WWW.ZEMETWOZNIAK.COM	
		3	

EXHIBIT "B" TO THE MASTER DEED FOR

VILLAGES OF COUNTRY CREEK

OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T. 4 N., R. 11 E., GARLAND
TOWNSHIP, GARLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED
AS BEGINNING AT A POINT DISTANT N. 01°17'20" W., 119.18 FEET ALONG
THE EAST LINE OF SAID SECTION 10, FROM THE SOUTHWEST CORNER OF SAID
SECTION 10; THENCE FOLLOW SAID INSET OF BEGINNING S. 86°09'11" W.,
1012.62 FEET; THENCE S. 01°50'49" E., 105.00 FEET; THENCE S. 86°09'
11" W., 165.52 FEET; THENCE N. 70°55'31" E., 151.52 FEET; THENCE
S. 81°00'00" W., 142.05 FEET; THENCE S. 01°00'00" W., 140.00 FEET;
THENCE S. 81°00'00" W., 120.00 FEET; THENCE N. 01°00'00" W., 131.55
FEET; THENCE 166.00 FEET ALONG THE ARC OF A CURVE TO THE NEXT, SAID
CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 45°46'26,"
AND A CHORD LENGTH OF 152.88 FEET WHICH LEADS N. 21°58'11" W., THENCE
N. 86°09'11" E., 494.00 FEET; THENCE S. 17°56'29" E., 141.74 FEET;
THENCE N. 86°09'11" E., 1104.00 FEET TO A POINT ON THE EAST LINE OF
SAID SECTION 10; THENCE S. 01°17'20" W., 810.00 FEET ALONG SAID EAST
LINE OF SECTION 10 TO THE NEARLY IDENTICAL CORNER OF SECTIONS 10,
11 AND 12; BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND
THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER ADJACENT

SURVEYOR & PREPARER

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

DEVELOPER

AMERICAN QUALITY HOMES, INC.
7380 MEADOWRIDGE CIRCLE
WEST BLOOMFIELD, MI 48322

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• 8	UTILITY PLAN

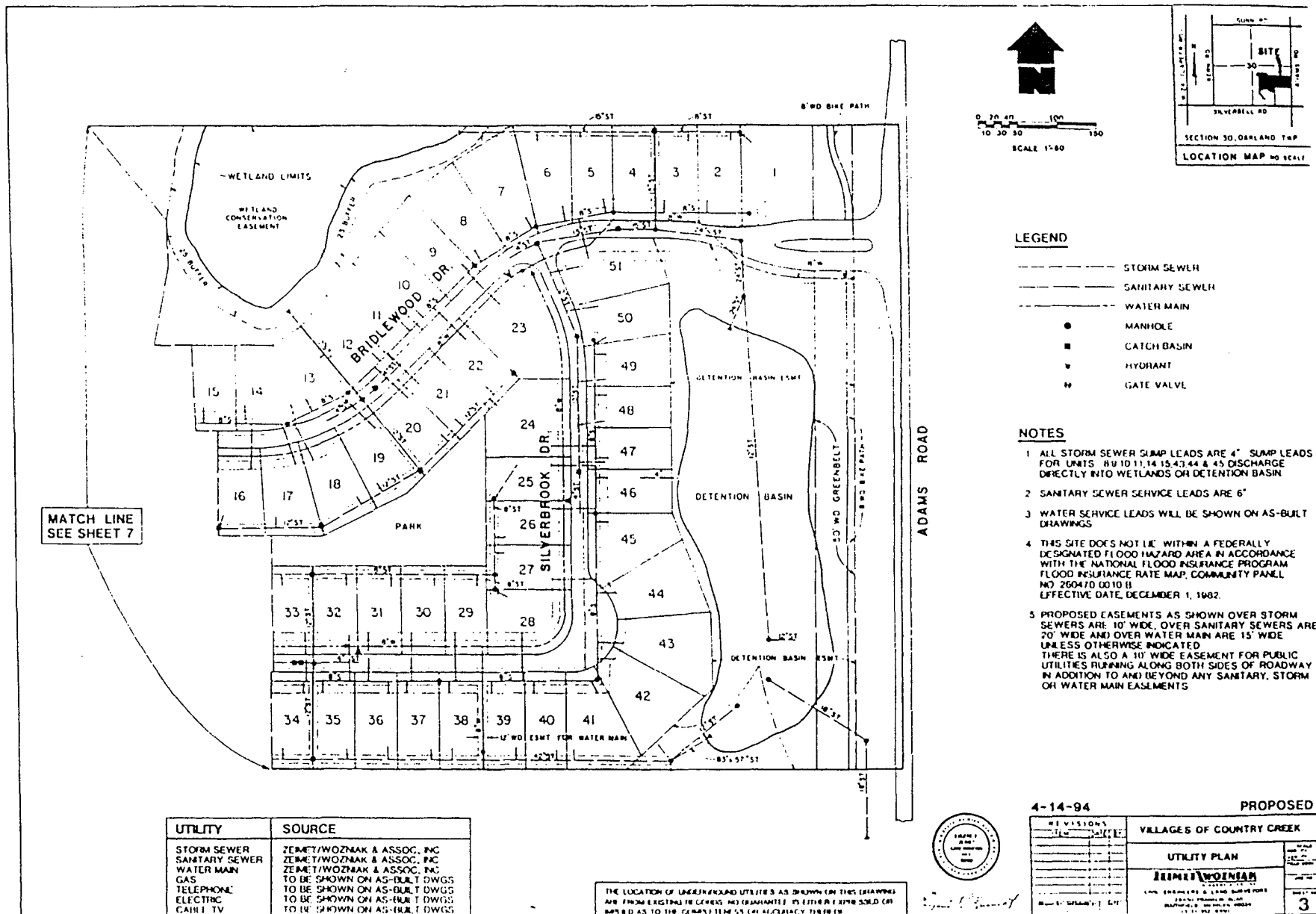
NOTE THE ASTERISK (*) AS SHOWN IN THE INDEX OF DRAWINGS INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISED, DATED, 4-14-64
THESE DRAWINGS ALONG WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED



4-14-94

PROPOSED

[illegible]



UNIT DATA									
UNIT NO.	NORTHING	EASTING	F.G.E.	S.F.	UNIT NO.	NORTHING	EASTING	F.G.E.	S.F.
1	6789.09	4757.61	7915	11226	27	6379.36	4543.81	7985.5	60507
2	6792.47	4702.47	7907	7035	28	6324.39	4545.59	7985.5	515352
3	6794.86	4647.36	7886	6462	29	6258.14	4584.32	7973	7936
4	6795.11	4592.33	7883	6660	30	6236.37	4529.35	7965	6056
5	6787.45	4537.34	7883	6637	31	6234.60	4274.38	7985	76050
6	6773.39	4493.63	7884	7832	32	6232.83	4219.40	7985	76050
7	6751.98	4454.27	7885	8926	33	6231.12	4164.43	7985	76050
8	6723.35	4419.22	7905	7405	34	6209.04	4164.32	7984	6360
9	6684.48	4382.54	7912	7107	35	6210.75	4217.28	7985	6360
10	6645.82	4346.29	7913	6474	36	6212.45	4270.26	7985	6360
11	6607.15	4310.04	7913	6223	37	6214.16	4323.24	7985	6360
12	6563.16	4267.10	7908	6263	38	6215.87	4374.21	7987	6600
13	6520.67	4231.58	7912	7154	39	6217.64	4431.18	7988	6600
14	6509.60	4214.98	7912	6804	40	6219.42	4486.15	7989	6360
15	6507.77	4202.90	7912	5947	41	6221.12	4537.12	7989	6360
16	6486.85	4181.42	7908	6233	42	6222.53	4577.12	7988	6360
17	6488.92	4165.04	7912	7081	43	6225.25	4600.97	7990	7185
18	6488.29	4153.72	7912	7232	44	6228.89	4606.53	7990	7185
19	6517.42	4239.45	7911	7075	45	6325.85	4587.26	7989	6360
20	6545.50	4280.30	7907	6439	46	6419.43	4564.53	7985	6050
21	6582.47	4317.03	7912	6050	47	6474.40	4562.76	7980	5830
22	6622.54	4354.62	7912	6050	48	6527.37	4561.05	7985	5830
23	6662.54	4392.24	7912	6333	49	6582.73	4517.32	7985	6050
24	6688.51	4417.04	7912	6050	50	6631.47	4455.28	7985	6050
25	6688.51	4417.04	7912	6050	51	6682.19	4450.48	7985	6050
26	6634.33	4442.64	7985	6050					

CURVE DATA									
UNIT NO.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING	CHORD DIST.	CHORD BEARING
1	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
2	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
3	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
4	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
5	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
6	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
7	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
8	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
9	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
10	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
11	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
12	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
13	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
14	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
15	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
16	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
17	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
18	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
19	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
20	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
21	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
22	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
23	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
24	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
25	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
26	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
27	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
28	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
29	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
30	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
31	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
32	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
33	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
34	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
35	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
36	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
37	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
38	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
39	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
40	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
41	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
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43	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
44	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
45	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
46	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
47	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
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49	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
50	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26
51	113.26	112.26	113.26	112.26	113.26	112.26	113.26	112.26	113.26

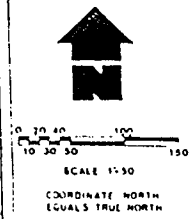
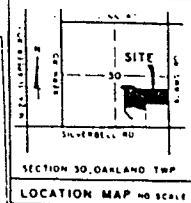
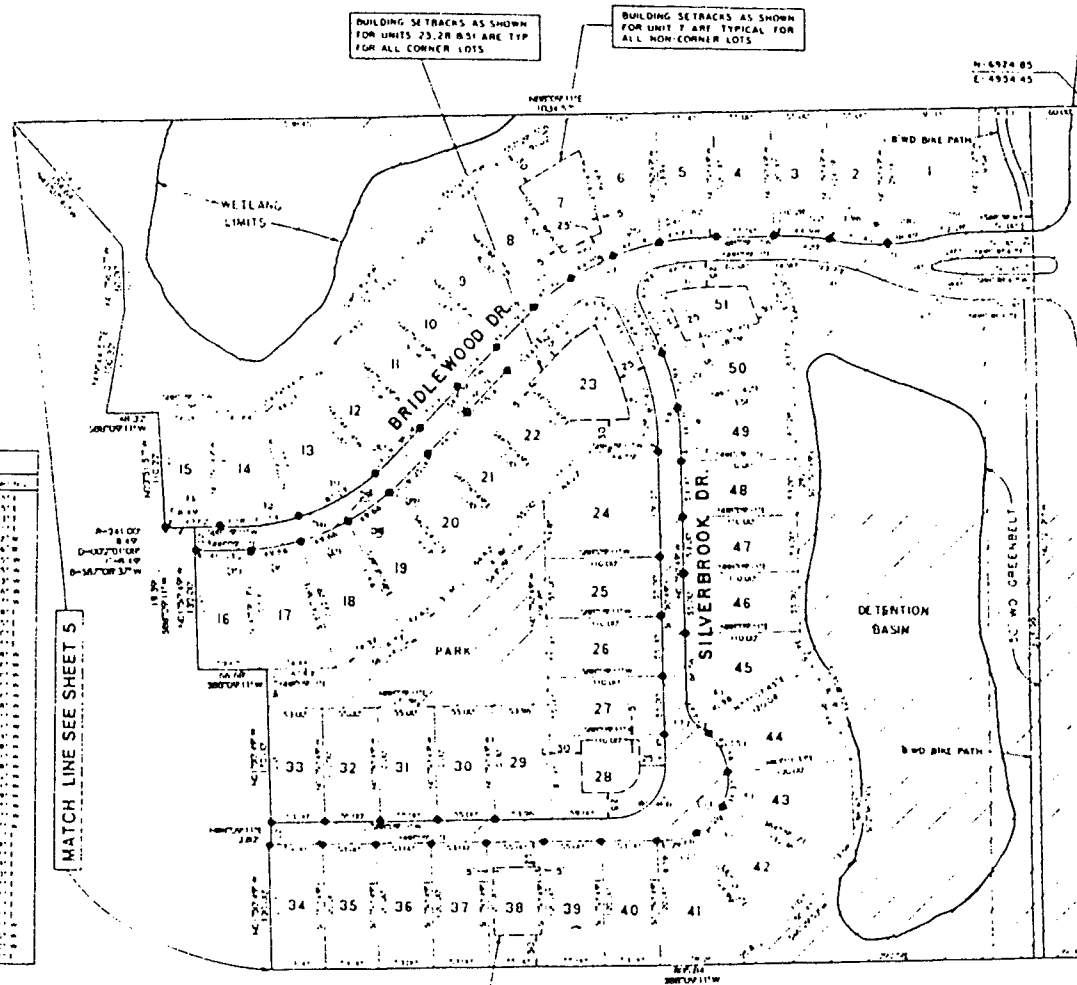
LEGEND

GENERAL COMMON ELEMENT

UNIT COORDINATE LOCATION

51 UNIT NUMBER

- NOTES**
- UNIT BEARINGS FOR EACH UNIT ARE SHOWN ON PLAN
 - ALL ROADWAYS, OPEN AREAS AND GREENBELT ARE DESIGNATED AS GENERAL COMMON ELEMENT
 - ALL UNIT BOUNDARIES ARE DESIGNATED AS LIMITS OF OWNERSHIP
 - F.G.E. DENOTES FINISH GRADE ELEVATION. S.F. DENOTES SQUARE FOOTAGE



PROPOSED

VILLAGES OF COUNTRY CREEK

SITE PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	4-14-94	PRELIMINARY
2		
3		
4		
5		
6		
7		
8		
9		
10		

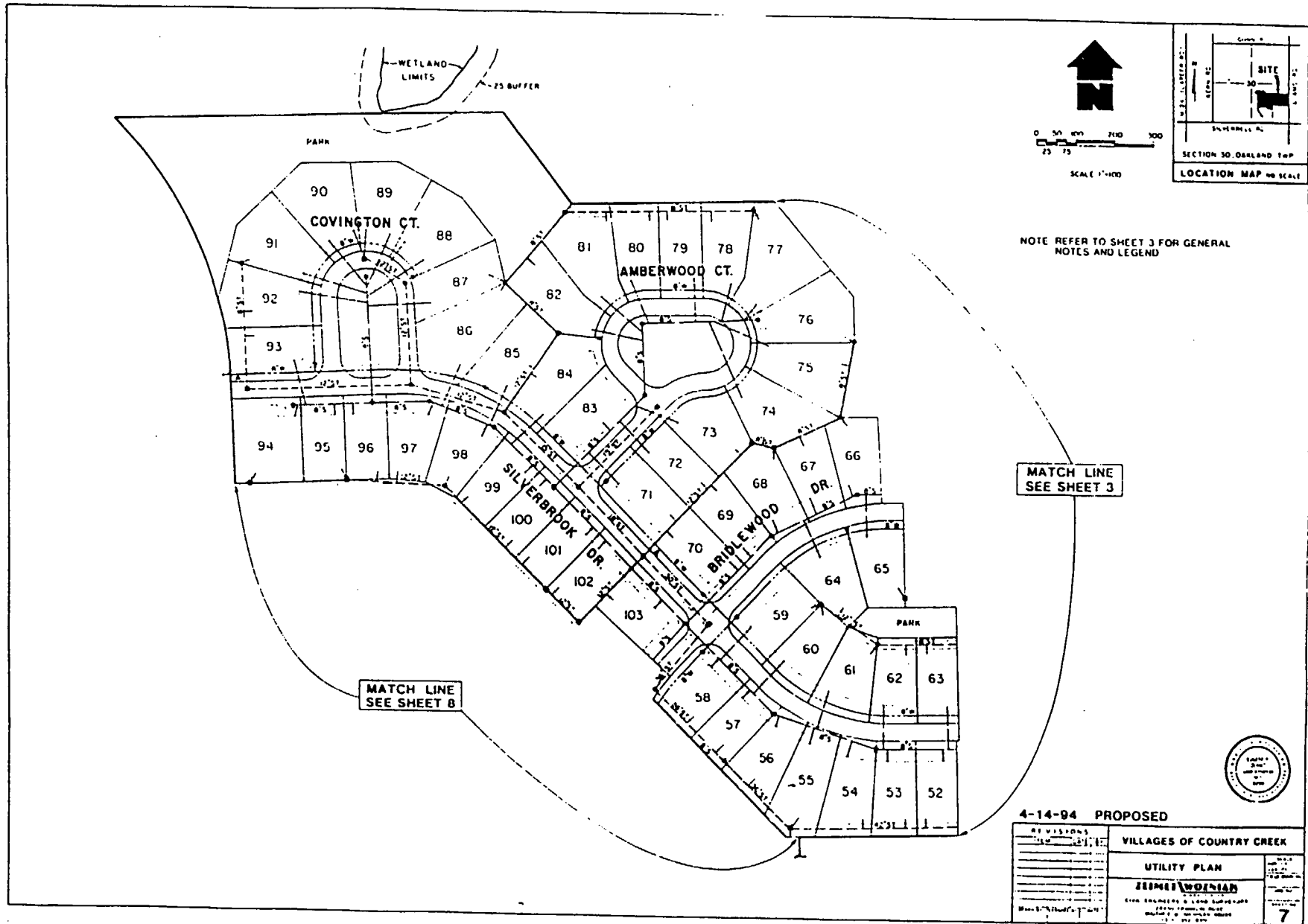
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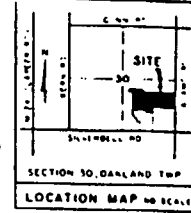
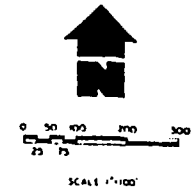
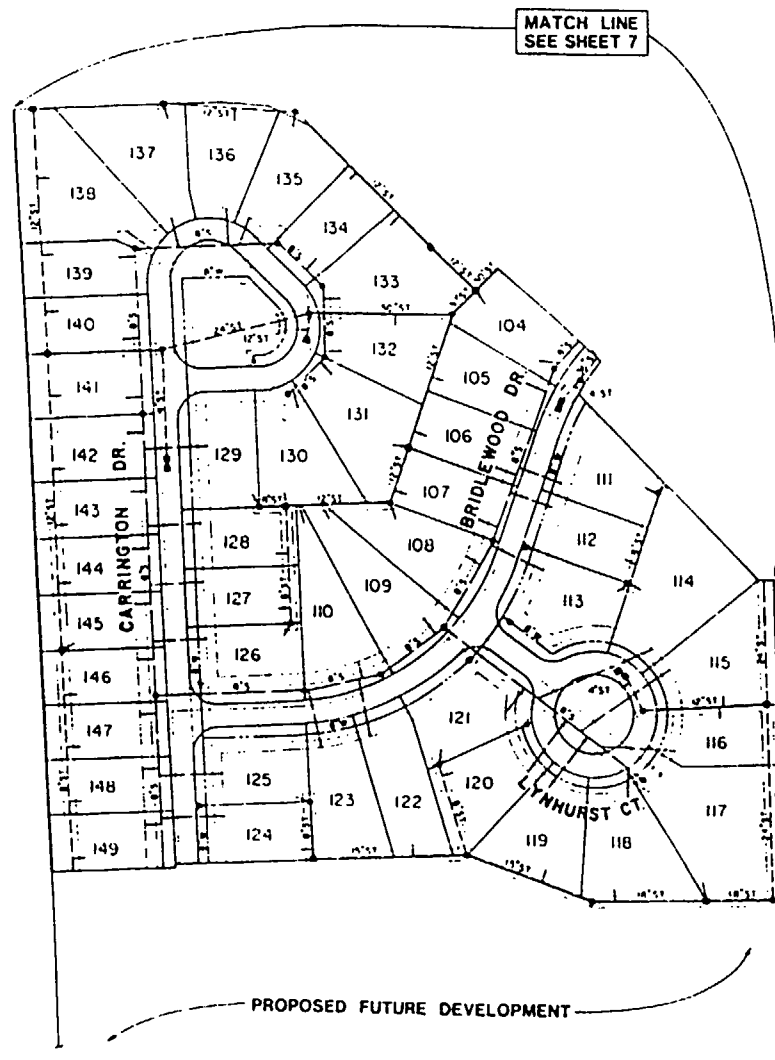
DATE

SCALE

SHEET NO.

4





NOTE REFER TO SHEET 3 FOR GENERAL NOTES AND LEGEND



4-14-94

PROPOSED

REVISIONS		VILLAGES OF COUNTRY CREEK	
NO.	DATE		

REPLAT NO.3 OF

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 838

EXHIBIT "B" TO THE MASTER DEED FOR

VILLAGES OF COUNTRY CREEK

OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN

LEGAL DESCRIPTION

A PART OF THE SOUTHEAST 1/4 OF SECTION 10, T.4 N., R.11 E., OAKLAND TOWNSHIP, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT DISTANT N. 01°21'20" W., 1115.18 FEET ALONG THE EAST LINE OF SAID SECTION 10, SAID LINE ALSO BEING THE CENTERLINE OF ADAMS ROAD (13 FEET WIDE - 1/2 WIDTH) FROM THE SOUTHEAST CORNER OF SAID SECTION 10; THENCE FROM SAID POINT OF BEGINNING S. 88°09'40" W., 1012.62 FEET; THENCE S. 01°50'49" E., 1115.10 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 10, SAID LINE ALSO BEING THE CENTERLINE OF SILVERHILL ROAD (13 FEET WIDE - 1/2 WIDTH); THENCE S. 88°09'40" W., 115.70 FEET ALONG SAID SOUTH LINE OF SECTION 10 AND CENTERLINE OF SILVERHILL ROAD; THENCE N. 01°50'40" W., 188.00 FEET; THENCE 64.18 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 44°25'04", A CHORD LENGTH OF 257.01 FEET AND A CHORD BEARING OF N. 24°01'12" W.; THENCE 186.77 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 41°15'45", A CHORD LENGTH OF 184.11 FEET AND A CHORD BEARING OF N. 24°37'52" W.; THENCE N. 01°00'00" W., 1012.60 FEET; THENCE 166.00 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 41°56'26", A CHORD LENGTH OF 157.88 FEET AND A CHORD BEARING OF N. 23°08'11" W.; THENCE N. 88°09'11" E., 194.00 FEET; THENCE S. 17°54'09" E., 141.74 FEET; THENCE N. 88°09'11" E., 1101.00 FEET TO A POINT ON SAID EAST LINE OF SECTION 10 AND CENTERLINE OF ADAMS ROAD; THENCE S. 01°21'20" E., 810.00 FEET ALONG SAID EAST LINE OF SECTION 10 AND CENTERLINE OF ADAMS ROAD TO THE POINT OF BEGINNING, CONTAINING 49.16 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD AND THE RIGHTS OF THE PUBLIC OR ANY GOVERNMENTAL AGENCY OVER SILVERHILL AND ADAMS RIGGS.

SURVEYOR & PREPARER

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

DEVELOPER

AMERICAN QUALITY HOMES, INC.
7380 MEADOWRIDGE CIRCLE
WEST BLOOMFIELD, MI 48322

INDEX OF DRAWINGS

DWG. NO.	DWG. TITLE
* 1	COVER SHEET
* 2	SURVEY & COMPOSITE PLAN
* 3	UTILITY PLAN
* 4	SITE PLAN
5	SITE PLAN
* 6	SITE PLAN
7	UTILITY PLAN
* 8	UTILITY PLAN
* 9	SITE PLAN
* 10	UTILITY PLAN

NOTE THE ASTERISK (*) AS SHOWN IN THE INDEX OF DRAWINGS INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISED DATED JUNE 9 1995
THESE DRAWINGS ALONG WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED

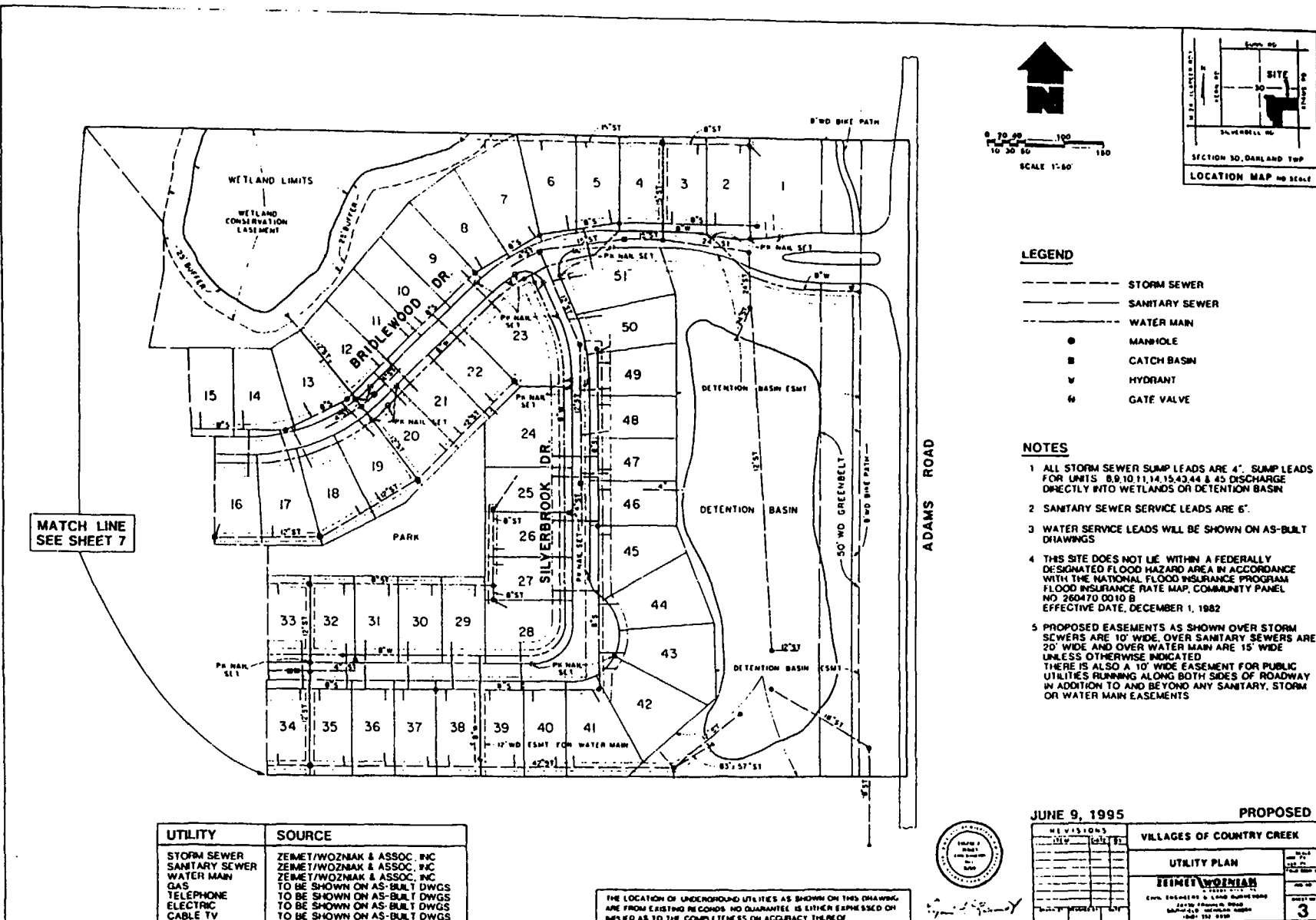


JUNE 9, 1995

PROPOSED

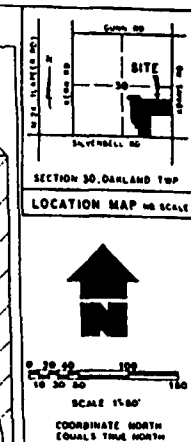
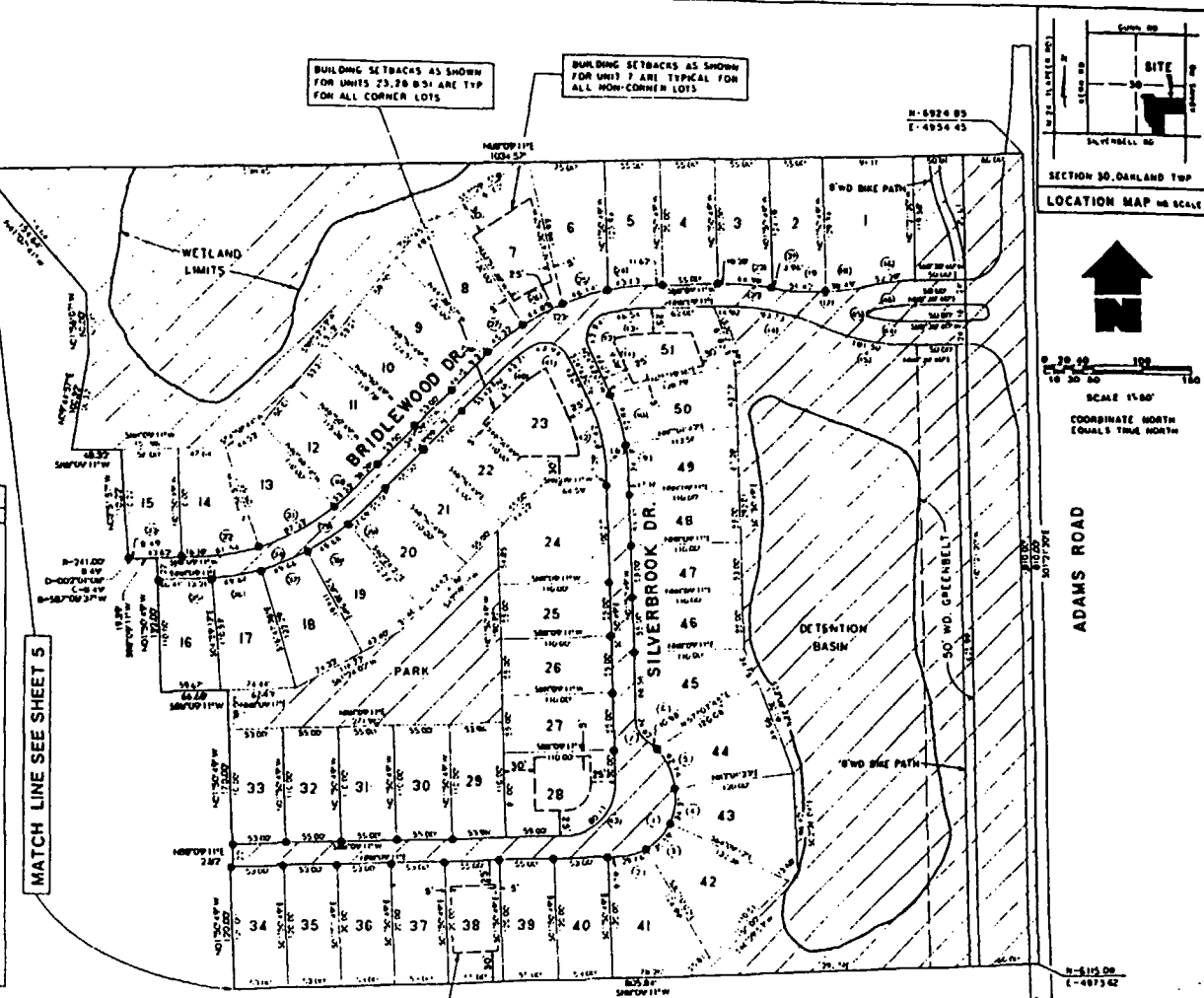
REVISIONS		VILLAGES OF COUNTRY CREEK	
ITEM	DATE	DESCRIPTION	BY

COVER SHEET	
ZEIMET / WOZNIAK	
CHAS. ZEIMET & ASSOC. INC.	
28450 FRANKLIN RD.	
SOUTHFIELD, MICHIGAN 48034	
1995-1996-1997	
SHEET NO.	1



UNIT DATA									
UNIT NO.	NORTHING	EASTING	F.G.E.	S.F.	UNIT NO.	NORTHING	EASTING	F.G.E.	S.F.
1	6799.09	4757.60	9915	11276	27	6379.36	4543.81	9885	46350
2	6792.47	4709.47	9903	7005	28	6324.39	4545.36	9885	8352
3	6794.80	4647.36	9886	6662	29	6258.14	4584.32	9873	5936
4	6793.11	4592.39	9883	6600	30	6234.37	4539.35	9865	6050
5	6787.40	4537.54	9883	6457	31	6234.60	4274.30	9867	6050
6	6773.38	4493.65	9884	7832	32	6232.83	4219.40	9849	6050
7	6751.98	4494.27	9885	8976	33	6231.12	4166.43	9849	5836
8	6723.75	4419.22	9903	7405	34	6209.04	4164.32	9848	6360
9	6684.44	4362.54	9912	7107	35	6210.75	4217.29	9851	6360
10	6645.87	4346.29	9913	6474	36	6212.45	4270.26	9854	6360
11	6607.15	4310.04	9913	6223	37	6214.16	4323.24	9863	6360
12	6563.16	4267.80	9908	6263	38	6215.87	4376.21	9873	6400
13	6520.67	4181.58	9912	7154	39	6217.64	4431.18	9880	6600
14	6509.40	4114.98	9912	5804	40	6219.42	4486.15	9890	6360
15	6503.71	4063.90	9904	5347	41	6221.12	4539.13	9896	6770
16	6486.83	4091.47	9908	6233	42	6222.83	4577.12	9898	6878
17	6488.92	4145.04	9912	7081	43	6225.25	4600.87	9907	8936
18	6498.79	4193.72	9912	7232	44	6228.69	4606.53	9907	7955
19	6517.42	4238.45	9911	7075	45	6232.83	4587.28	9894	7533
20	6545.50	4290.30	9907	6438	46	6419.43	4564.53	9885	6050
21	6582.42	4317.00	9912	6090	47	6474.40	4562.76	9880	5836
22	6622.54	4354.62	9912	6090	48	6527.37	4561.05	9885	5836
23	6667.44	4382.24	9912	5333	49	6589.73	4317.82	9880	5464
24	6689.91	4337.04	9902	9998	50	6631.47	4555.28	9891	6731
25	6689.91	4340.21	9892	6050	51	6682.79	4540.48	9891	6616
26	6634.53	4342.04	9883	6150					

CURVE DATA									
STATION	BEARING	ANGLE	LENGTH	CHORD	AREA	PERIMETER	PERIMETER	PERIMETER	PERIMETER
1	60.00	132.34	146.25	127.12	190.92	114.88	100.74	100.74	100.74
2	60.00	29.88	220.19	131.12	15.14	29.36	107.30	107.30	107.30
3	60.00	22.32	220.19	131.12	15.14	29.36	107.30	107.30	107.30
4	60.00	26.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
5	60.00	42.74	220.19	131.12	15.14	29.36	107.30	107.30	107.30
6	60.00	101.88	220.19	131.12	15.14	29.36	107.30	107.30	107.30
7	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
8	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
9	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
10	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
11	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
12	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
13	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
14	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
15	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
16	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
17	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
18	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
19	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
20	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
21	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
22	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
23	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
24	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
25	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
26	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
27	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
28	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
29	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
30	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
31	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
32	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
33	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
34	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
35	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
36	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
37	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
38	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
39	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
40	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
41	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
42	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
43	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
44	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
45	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
46	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
47	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
48	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
49	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
50	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30
51	60.00	24.47	220.19	131.12	15.14	29.36	107.30	107.30	107.30



LEGEND

● GENERAL COMMON ELEMENT

● UNIT COORDINATE LOCATION

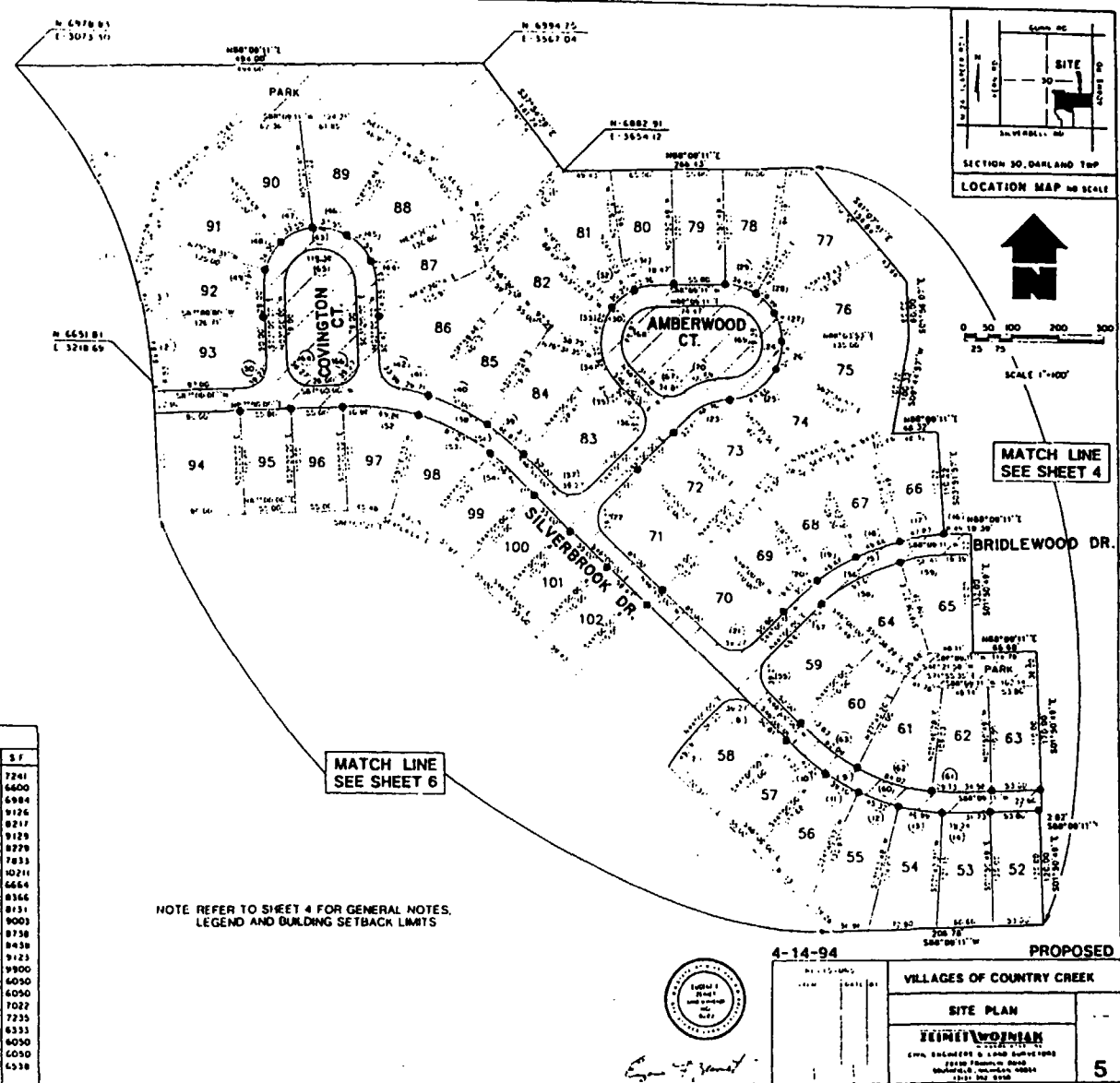
51 UNIT NUMBER

- NOTES**
- UNIT BEARINGS FOR EACH UNIT ARE SHOWN ON PLAN
 - ALL ROADWAYS, OPEN AREAS AND GREENBELT ARE DESIGNATED AS GENERAL COMMON ELEMENT
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 - F.G.E. DENOTES FINISH GRADE ELEVATION S.F. DENOTES SQUARE FOOTAGE



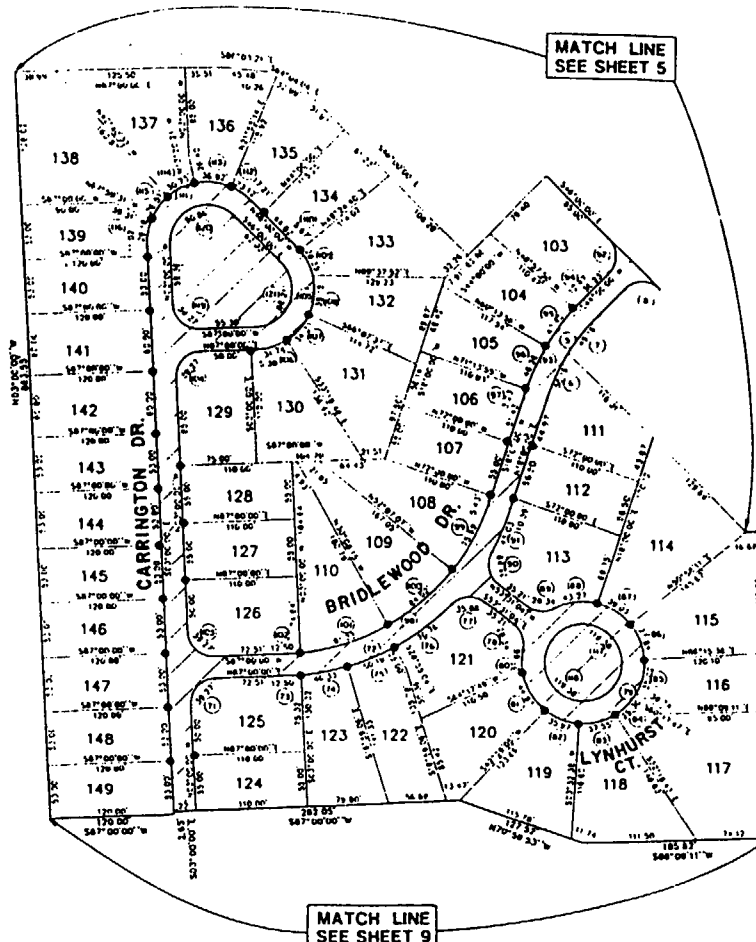
JUNE 9, 1995		PROPOSED	
REVISIONS		VILLAGES OF COUNTRY CREEK	
NO.	DATE	BY	REASON
1	6/9/95	TW	ISSUED FOR PERMIT
SITE PLAN		TIMOTHY WORMAN	
TIMOTHY WORMAN		ENGINEER & LAND SURVEYOR	
11000 21ST AVE, SUITE 100		ANN ARBOR, MI 48106	
PHONE (313) 963-1100		FAX (313) 963-1101	
PROJECT NO. 9501		SHEET NO. 4	


UNIT DATA										
UNIT NO	NORTHING	EASTING	FCE	SF	UNIT NO	NORTHING	EASTING	FCE	SF	
32	6209 04	4164 32	9848	6360	78	6739 87	3860 27	9827	7281	
33	6207 33	4111 35	9851	6701	79	6768 44	3877 35	9827	6600	
54	6206 45	4060 41	9851	7494	80	6766 64	3772 36	9827	5983	
55	6213 24	4013 99	9848	8100	81	6760 65	3729 92	9827	9126	
56	6228 18	3971 27	9841	7161	82	6741 86	3708 68	9816	8276	
37	6247 31	3933 56	9843	8175	83	6651 94	3616 99	9816	8276	
58	6282 87	3895 09	9823	8116	84	6586 84	3611 99	9812	8279	
59	6299 25	3909 79	9823	8113	85	6618 08	3573 11	9820	7833	
60	6273 38	3968 88	9843	6688	86	6647 06	3509 66	9812	8021	
61	6225 29	4049 83	9851	8597	87	6727 30	3457 07	9828	6646	
62	6229 41	4049 83	9851	8597	88	6694 65	3409 42	9825	8156	
63	6231 12	4166 43	9849	9830	89	6811 41	3427 61	9827	8033	
64	6430 10	3932 64	9853	7608	90	6818 17	3388 84	9817	9003	
65	6477 19	4016 35	9859	6746	91	6802 36	3354 24	9828	8758	
66	6507 77	4062 30	9850	6631	92	6773 19	3337 13	9828	8450	
67	6419 89	4019 84	9850	6631	93	6773 19	3336 94	9828	9123	
68	6481 95	3968 53	9853	7161	94	6828 02	3310 00	9828	8100	
69	6454 99	3927 84	9850	6262	95	6630 90	3346 99	9829	8069	
70	6443 58	3892 12	9840	8116	96	6633 78	3419 81	9829	8069	
71	6420 04	3760 88	9840	8116	97	6626 92	3300 02	9827	7027	
72	6473 41	3733 86	9841	6050	98	6588 00	3277 44	9819	7235	
73	6412 37	3770 07	9806	8133	99	6564 93	3623 73	9810	6333	
74	6648 50	3831 20	9841	9095	100	6504 71	3663 29	9803	6050	
75	6680 84	3887 53	9816	8654	101	6468 50	3702 85	9779	6050	
76	6710 49	3889 25	9821	8081	102	6427 27	3745 61	9794	6338	



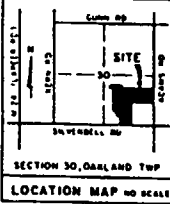
CURVE DATA									
STATION	BEARING	PC	PT	LC	CH	PT	PC	PT	LC
101	25.00	29.77	40.51	10.74	10.74	31.36	42.21	11.45	11.45
102	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
103	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
104	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
105	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
106	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
107	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
108	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
109	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
110	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
111	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
112	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
113	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
114	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
115	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
116	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
117	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
118	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
119	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
120	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
121	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
122	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
123	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
124	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
125	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45
126	25.00	17.00	40.51	23.51	23.51	31.36	42.21	11.45	11.45

UNIT DATA									
UNIT NO	NORTHING	EASTING	AGE	SF	UNIT NO	NORTHING	EASTING	AGE	SF
103	6297.58	5773.78	978.5	9288	127	6081.13	6350.78	980.8	6050
104	6259.00	5746.36	978.1	6710	128	6136.06	6387.92	978.2	6050
105	6216.89	5727.38	978.9	6432	129	6249.83	6457.06	977.8	6114
106	6164.91	5710.46	979.5	6094	130	6248.83	6457.06	977.4	6019
107	6112.60	5693.47	980.7	6050	131	6259.89	6492.17	977.0	9271
108	6040.64	5656.56	983.0	6118	132	6283.25	6514.08	976.9	7325
109	5985.72	5583.47	984.8	6829	133	6349.07	6504.76	977.0	9650
110	5957.43	5507.43	984.8	6752	134	6368.35	6468.45	977.5	6328
111	6164.26	5733.38	978.4	7674	135	6408.78	6456.99	976.9	7160
112	6110.52	5715.93	980.6	8215	136	6411.50	6400.75	978.9	7567
113	6110.52	5715.93	980.6	8451	137	6397.23	6373.92	978.4	9087
114	6210.20	5788.98	982.2	10467	138	6375.60	6355.79	978.9	6204
115	5990.16	5631.69	987.3	80604	139	6338.98	6358.98	978.7	12151
116	5955.61	5605.91	987.6	6661	140	6338.98	6355.75	978.9	6360
117	5900.99	5617.71	987.8	16815	141	6286.05	6358.05	978.8	7200
118	5881.91	5781.93	988.1	9908	142	6276.13	6361.17	978.7	7200
119	5904.55	5748.79	988.8	9477	143	6164.21	6364.31	978.6	6360
120	5842.04	5726.47	988.8	7883	144	6113.29	6367.08	978.7	6360
121	5844.17	5600.05	988.6	9223	145	6060.36	6365.85	981.4	6360
122	5844.63	5553.91	988.9	8200	146	6007.43	6372.63	983.5	6360
123	5835.42	5506.59	988.9	8426	147	5954.53	6375.40	985.5	6360
124	5854.45	5402.67	988.9	6050	148	5901.58	6378.17	987.5	6360
125	5835.42	5308.58	988.8	8117	149	5848.65	6380.95	989.6	6360
126	6026.21	5393.67	987.7	8114					





0 50 100 200 300
25 75
SCALE 1"=100'



SECTION 30, OAKLAND TWP
LOCATION MAP NO SCALE

NOTE REFER TO SHEET 4 FOR GENERAL NOTES, LEGEND AND BUILDING SETBACK LIMITS.

N 6082.44
E 3561.51

JUNE 9, 1995

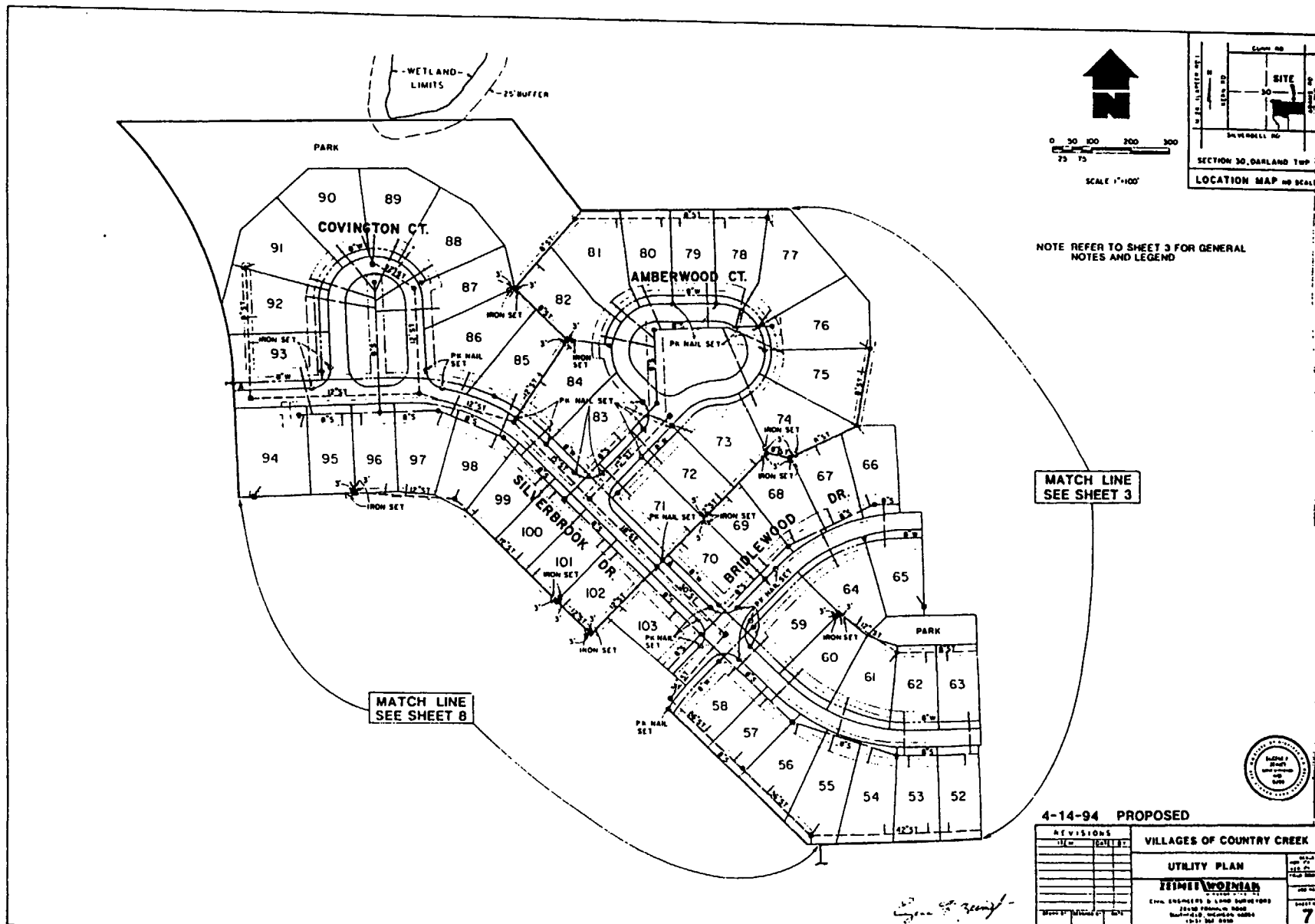
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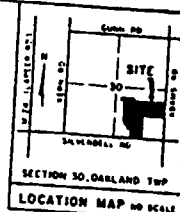
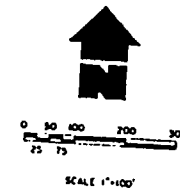
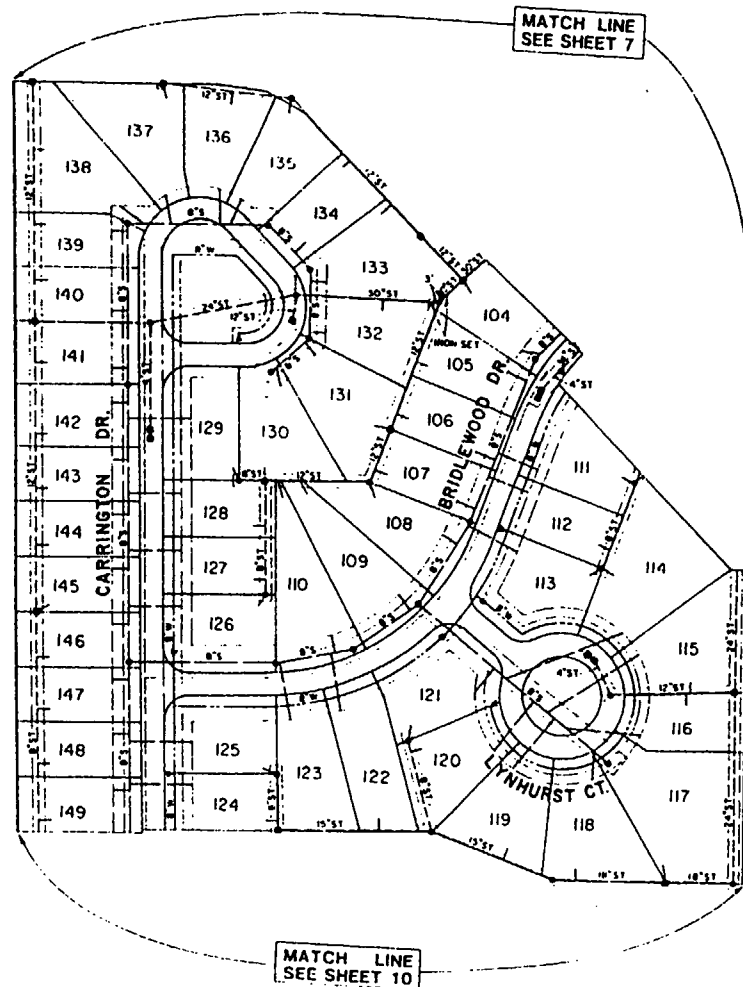
REVISIONS

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SITE PLAN
REIMEL WOLMAN
CITY ENGINEER & LAND SURVEYOR
P.O. BOX 1000
MILWAUKEE, WISCONSIN 53201
TEL: 414.333.6100

6

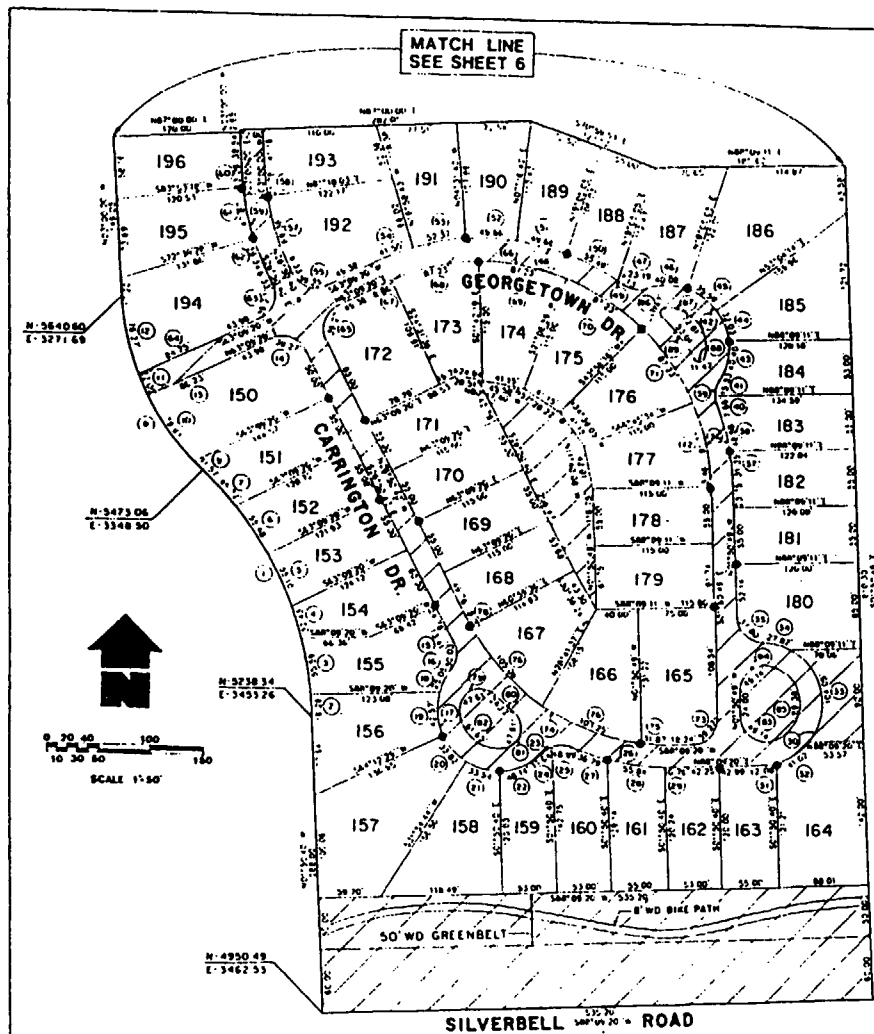




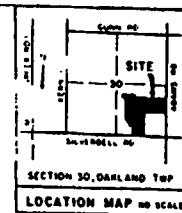
NOTE: REFER TO SHEET 3 FOR GENERAL NOTES AND LEGEND



JUNE 9, 1995		PROPOSED	
REVISIONS		VILLAGES OF COUNTRY CREEK	
NO. 1		UTILITY PLAN	
1		8	



CURVE DATA									
NO	RADIUS	ARC	DELTA	TANGENT	CHORD	CH BEARING	CHORD	CH BEARING	
1	248.00	45.25	89.15	140.01	81.1	N 89.15 E 127.6			
2	248.00	15.26	89.15	40.01	24.1	N 89.15 E 42.8			
3	248.00	25.75	89.15	70.01	40.01	N 89.15 E 67.7			
4	248.00	36.25	89.15	100.01	60.01	N 89.15 E 92.6			
5	248.00	46.75	89.15	130.01	80.01	N 89.15 E 117.5			
6	248.00	57.25	89.15	160.01	100.01	N 89.15 E 142.4			
7	248.00	67.75	89.15	190.01	120.01	N 89.15 E 167.3			
8	248.00	78.25	89.15	220.01	140.01	N 89.15 E 192.2			
9	248.00	88.75	89.15	250.01	160.01	N 89.15 E 217.1			
10	248.00	99.25	89.15	280.01	180.01	N 89.15 E 242.0			
11	248.00	109.75	89.15	310.01	200.01	N 89.15 E 266.9			
12	248.00	120.25	89.15	340.01	220.01	N 89.15 E 291.8			
13	248.00	130.75	89.15	370.01	240.01	N 89.15 E 316.7			
14	248.00	141.25	89.15	400.01	260.01	N 89.15 E 341.6			
15	248.00	151.75	89.15	430.01	280.01	N 89.15 E 366.5			
16	248.00	162.25	89.15	460.01	300.01	N 89.15 E 391.4			
17	248.00	172.75	89.15	490.01	320.01	N 89.15 E 416.3			
18	248.00	183.25	89.15	520.01	340.01	N 89.15 E 441.2			
19	248.00	193.75	89.15	550.01	360.01	N 89.15 E 466.1			
20	248.00	204.25	89.15	580.01	380.01	N 89.15 E 491.0			
21	248.00	214.75	89.15	610.01	400.01	N 89.15 E 515.9			
22	248.00	225.25	89.15	640.01	420.01	N 89.15 E 540.8			
23	248.00	235.75	89.15	670.01	440.01	N 89.15 E 565.7			
24	248.00	246.25	89.15	700.01	460.01	N 89.15 E 590.6			
25	248.00	256.75	89.15	730.01	480.01	N 89.15 E 615.5			
26	248.00	267.25	89.15	760.01	500.01	N 89.15 E 640.4			
27	248.00	277.75	89.15	790.01	520.01	N 89.15 E 665.3			
28	248.00	288.25	89.15	820.01	540.01	N 89.15 E 690.2			
29	248.00	298.75	89.15	850.01	560.01	N 89.15 E 715.1			
30	248.00	309.25	89.15	880.01	580.01	N 89.15 E 740.0			
31	248.00	319.75	89.15	910.01	600.01	N 89.15 E 764.9			
32	248.00	330.25	89.15	940.01	620.01	N 89.15 E 789.8			
33	248.00	340.75	89.15	970.01	640.01	N 89.15 E 814.7			
34	248.00	351.25	89.15	1000.01	660.01	N 89.15 E 839.6			
35	248.00	361.75	89.15	1030.01	680.01	N 89.15 E 864.5			
36	248.00	372.25	89.15	1060.01	700.01	N 89.15 E 889.4			
37	248.00	382.75	89.15	1090.01	720.01	N 89.15 E 914.3			
38	248.00	393.25	89.15	1120.01	740.01	N 89.15 E 939.2			
39	248.00	403.75	89.15	1150.01	760.01	N 89.15 E 964.1			
40	248.00	414.25	89.15	1180.01	780.01	N 89.15 E 989.0			
41	248.00	424.75	89.15	1210.01	800.01	N 89.15 E 1013.9			
42	248.00	435.25	89.15	1240.01	820.01	N 89.15 E 1038.8			
43	248.00	445.75	89.15	1270.01	840.01	N 89.15 E 1063.7			
44	248.00	456.25	89.15	1300.01	860.01	N 89.15 E 1088.6			
45	248.00	466.75	89.15	1330.01	880.01	N 89.15 E 1113.5			
46	248.00	477.25	89.15	1360.01	900.01	N 89.15 E 1138.4			
47	248.00	487.75	89.15	1390.01	920.01	N 89.15 E 1163.3			
48	248.00	498.25	89.15	1420.01	940.01	N 89.15 E 1188.2			
49	248.00	508.75	89.15	1450.01	960.01	N 89.15 E 1213.1			
50	248.00	519.25	89.15	1480.01	980.01	N 89.15 E 1238.0			
51	248.00	529.75	89.15	1510.01	1000.01	N 89.15 E 1262.9			
52	248.00	540.25	89.15	1540.01	1020.01	N 89.15 E 1287.8			
53	248.00	550.75	89.15	1570.01	1040.01	N 89.15 E 1312.7			
54	248.00	561.25	89.15	1600.01	1060.01	N 89.15 E 1337.6			
55	248.00	571.75	89.15	1630.01	1080.01	N 89.15 E 1362.5			
56	248.00	582.25	89.15	1660.01	1100.01	N 89.15 E 1387.4			
57	248.00	592.75	89.15	1690.01	1120.01	N 89.15 E 1412.3			
58	248.00	603.25	89.15	1720.01	1140.01	N 89.15 E 1437.2			
59	248.00	613.75	89.15	1750.01	1160.01	N 89.15 E 1462.1			
60	248.00	624.25	89.15	1780.01	1180.01	N 89.15 E 1487.0			
61	248.00	634.75	89.15	1810.01	1200.01	N 89.15 E 1511.9			
62	248.00	645.25	89.15	1840.01	1220.01	N 89.15 E 1536.8			
63	248.00	655.75	89.15	1870.01	1240.01	N 89.15 E 1561.7			
64	248.00	666.25	89.15	1900.01	1260.01	N 89.15 E 1586.6			
65	248.00	676.75	89.15	1930.01	1280.01	N 89.15 E 1611.5			
66	248.00	687.25	89.15	1960.01	1300.01	N 89.15 E 1636.4			
67	248.00	697.75	89.15	1990.01	1320.01	N 89.15 E 1661.3			
68	248.00	708.25	89.15	2020.01	1340.01	N 89.15 E 1686.2			
69	248.00	718.75	89.15	2050.01	1360.01	N 89.15 E 1711.1			
70	248.00	729.25	89.15	2080.01	1380.01	N 89.15 E 1736.0			
71	248.00	739.75	89.15	2110.01	1400.01	N 89.15 E 1760.9			
72	248.00	750.25	89.15	2140.01	1420.01	N 89.15 E 1785.8			
73	248.00	760.75	89.15	2170.01	1440.01	N 89.15 E 1810.7			
74	248.00	771.25	89.15	2200.01	1460.01	N 89.15 E 1835.6			
75	248.00	781.75	89.15	2230.01	1480.01	N 89.15 E 1860.5			
76	248.00	792.25	89.15	2260.01	1500.01	N 89.15 E 1885.4			
77	248.00	802.75	89.15	2290.01	1520.01	N 89.15 E 1910.3			
78	248.00	813.25	89.15	2320.01	1540.01	N 89.15 E 1935.2			
79	248.00	823.75	89.15	2350.01	1560.01	N 89.15 E 1960.1			
80	248.00	834.25	89.15	2380.01	1580.01	N 89.15 E 1985.0			
81	248.00	844.75	89.15	2410.01	1600.01	N 89.15 E 2009.9			
82	248.00	855.25	89.15	2440.01	1620.01	N 89.15 E 2034.8			
83	248.00	865.75	89.15	2470.01	1640.01	N 89.15 E 2059.7			
84	248.00	876.25	89.15	2500.01	1660.01	N 89.15 E 2084.6			
85	248.00	886.75	89.15	2530.01	1680.01	N 89.15 E 2109.5			
86	248.00	897.25	89.15	2560.01	1700.01	N 89.15 E 2134.4			
87	248.00	907.75	89.15	2590.01	1720.01	N 89.15 E 2159.3			
88	248.00	918.25	89.15	2620.01	1740.01	N 89.15 E 2184.2			
89	248.00	928.75	89.15	2650.01	1760.01	N 89.15 E 2209.1			
90	248.00	939.25	89.15	2680.01	1780.01	N 89.15 E 2234.0			



NOTE REFER TO SHEET 4 FOR GENERAL NOTES, LEGEND AND BUILDING SETBACK LIMITS.

UNIT DATA									
NO	NORTHING	EASTING	FCE	SO FT	NO	NORTHING	EASTING	FCE	SO FT
150	5566.52	1666.33	994.2	11.16	162	5492.99	1667.31	994.3	11.16
151	5566.52	1666.33	994.2	11.16	163	5492.99	1667.31	994.3	11.16
152	5566.52	1666.33	994.2	11.16	164	5492.99	1667.31	994.3	11.16
153	5566.52	1666.33	994.2	11.16	165	5492.99	1667.31	994.3	11.16
154	5566.52	1666.33	994.2	11.16	166	5492.99	1667.31	994.3	11.16
155	5566.52	1666.33	994.2	11.16	167	5492.99	1667.31	994.3	11.16
156	5566.52	1666.33	994.2	11.16	168	5492.99	1667.31	994.3	11.16
157	5566.52	1666.33	994.2	11.16	169	5492.99	1667.31	994.3	11.16
158	5566.52	1666.33	994.2	11.16	170	5492.99	1667.31	994.3	11.16
159	5566.52	1666.33	994.2	11.16	171	5492.99	1667.31	994.3	11.16
160	5566.52	1666.33	994.2	11.16	172	5492.99	1667.31	994.3	11.16
161	5566.52	1666.33	994.2	11.16	173	5492.99	1667.31	994.3	11.16
162	5492.99	1667.31	994.3	11.16	174	5492.99	1667.31	994.3	11.16
163	5492.99	1667.31	994.3	11.16	175	5492.99	1667.31	994.3	11.16
164	5492.99	1667.31	994.3	11.16	176	5492.99	1667.31	994.3	11.16
165	5492.99	1667.31	994.3	11.16	177	5492.99	1667.31	994.3	11.16
166	5492.99	1667.31	994.3	11.16	178	5492.99	1667.31	994.3	11.16
167	5492.99	1667.31	994.3	11.16	179	5492.99	1667.31	994.3	11.16
168	5492.99	1667.31	994.3	11.16	180	5492.99	1667.31	994.3	11.16
169	5492.99	1667.31	994.3	11.16	181	5492.99	1667.31	994.3	11.16
170	5492.99	1667.31	994.3	11.16	182	5492.99	1667.31	994.3	11.16
171	5492.99	1667.31	994.3	11.16	183	5492.99	1667.31	994.3	11.16
172	5492.99	1667.31	994.3	11.16	184	5492.99	1667.31	994.3	11.16
173	5492.99	1667.31	994.3	11.16	185	5492.99	1667.31	994.3	11.16
174	5492.99	1667.31	994.3	11.16	186	5492.99	1667.31	994.3	11.16
175	5492.99	1667.31	994.3	11.16	187	5492.99	1667.31	994.3	11.16
176	5492.99	1667.31	994.3	11.16	188	5492.99	1667.31	994.3	11.16
177	5492.99	1667.31	994.3	11.16	189	5492.99	1667.31	994.3	11.16
178	5492.99	1667.31	994.3	11.16	190	5492.99	1667.31	994.3	11.16
179	5492.99	1667.31	994.3	11.16	191	5492.99	1667.31	994.3	11.16
180	5492.99	1667.31	994.3	11.16	192	5492.99	1667.31	994.3	11.16
181	5492.99	1667.31	994.3	11.16	193	5492.99	1667.31	994.3	11.16
182	5492.99	1667.31	994.3	11.16	194	5492.99	1667.31	994.3	11.16
183	5492.99	1667.31	994.3	11.16	195	5492.99	1667.31	994.3	11.16
184	5492.99	1667.31	994.3	11.16	196	5492.99	1667.31	994.3	11.16
185	5492.99	1667.31	994.3	11.16	197	5492.99	1667.31	994.3	11.16
186	5492.99	1667.31	994.3	11.16	198	5492.99	1667.31	994.3	11.16
187	5492.99	1667.31	994.3	11.16	199	5492.99	1667.31	994.3	11.16
188	5492.99	1667.31	994.3	11.16	200	5492.99	1667.31	994.3	11.16
189	5492.99	1667.31	994.3	11.16	201	5492.99	1667.31	994.3	11.16
190	5492.99	1667.31	994.3	11.16	202	5492.99	1667.31	994.3	11.16
191	5492.99	1667.31	994.3	11.16	203	5492.99	1667.31	994.3	11.16
192	5492.99	1667.31	994.3	11.16	204	5492.99	1667.31	994.3	11.16
193	5492.99	1667.31	994.3	11.16	205	5492.99	1667.31	994.3	11.16
194	5492.99	1667.31	994.3	11.16	206	5492.99	1667.31	994.3	11.16
195	5492.99	1667.31	994.3	11.16	207	5492.99	1667.31	994.3	11.16
196	5492.99	1667.31	994.3	11.16	208	5492.99	1667.31	994.3	11.16
197	5492.99	1667.31	994.3	11.16	209	5492.99	1667.31	994.3	11.16
198	5492.99	1667.31	994.3	11.16	210	5492.99	1667.31	994.3	11.16
199	5492.99	1667.31	994.3	11.16	211	5492.99	1667.31	994.3	11.16
200	5492.99	1667.31	994.3	11.16	212	5492.99	1667.31	994.3	11.16
201	5492.99	1667.31	994.3	11.16	213	5492.99	1667.31	994.3	11.16
202	5492.99	1667.31	994.3	11.16	214	5492.99	1667.31	994.3	11.16
203	5492.99	1667.31	994.3	11.16	215	5492.99	1667.31	994.3	11.16
204	5492.99	1667.31	994.3	11.16	216	5492.99	1667.31	994.3	11.16
205	5492.99	1667.31	994.3	11.16	217	5492.99	1667.31	994.3	11.16
206	5492.99	1667.31	994.3	11.16	218	5492.99	1667.31	994.3	11.16
207	5492.99	1667.31	994.3	11.16	219	5492.99	1667.31	994.3	11.16
208	5492.99	1667.31	994.3	11.16	220	5492.99	1667.31	994.3	11.16
209	5492.99	1667.31	994.3	11.16	221	5492.99	1667.31	994.3	11.16
210	5492.99	1667.31	994.3	11.16	222	5492.99	1667.31	994.3	11.16
211	5492.99	1667.31	994.3	11.16	223	5492.99	1667.31	994.3	11.16
212	5492.99	1667.31	994.3	11.16	224	5492.99	1667.31	994.3	11.16
213	5492.99	1667.31	994.3	11.16	225	5492.99	1667.31	994.3	11.16
214	5492.99	1667.31	994.3	11.16	226	5492.99	1667.31	994.3	11.16
215	5492.99	1667.31	994.3	11.16	227	5492.99	1667.31	994.3	11.16
216	5492.99	1667.31	994.3	11.16	228	5492.99	1667.31	994.3	11.16
217	5492.99	1667.31	994.3	11.16	229	5492.99	1667.31	994.3	11.16
218	5492.99	1667.31	994.3	11.16	230	5492.99	1667.31	994.3	11.16
219	5492.99	1667.31	994.3	11.16	231	5492.99	1667.31	994.3	11.16
220	5492.99	1667.31	994.3	11.16	232	5492.99	1667.31	994.3	11.16
221	5492.99	1667.31	994.3	11.16	233	5492.99	1667.31	994.3	11.16
222	5492.99	1667.31	994.3	11.16	234	5492.99	1667.31	994.3	11.16
223	5492.99	1667.31	994.3	11.16	235	5492.99	1667.31	994.3	11.16
224	5492.99	1667.31	994.3	11.16	236	5492.99	1667.31	994.3	11.16
225	5492.99	1667.31	994.3	11.16	237	5492.99	1667.31	994.3	11.16
226	5492.99	1667.31	994.3	11.16	238	5492.99	1667.31	994.3	11.16
227	5492.99	1667.31	994.3	11.16	239	5492.99	1667.31	994.3	11.16
228	5492.99	1667.31	994.3	11.16	240	5492.99	1667.31	994.3	11.16
229	5492.99	1667.31	994.3	11.16	241	5492.99	1667.31	994.3	11.16
230	5492.99	1667.31	994.3	11.16	242	5492.99	1667.31	994.3	11.16
231	5492.99	1667.31	994.3	11.16	243	5492.99	1667.31	994.3	11.16
232	5492.99	1667.31	994.3	11.16	244	5492.99	1667.31	994.3	11.16
233	5492.99	1667.31	994.3	11.16	245	5492.99	1667.31	994.3	11.16
234	5492.99	1667.31	994.3	11.16	246	5492.99	1667.31	994.3	11.16
235	5492.99	1667.31	994.3	11.16	247	5492.99	1667.31	994.3	11.16
236	5492.99	1667.31	994.3	11.16	248	5492.99	1667.31	994.3	11.16
237	5492.99	1667.31	994.3	11.16	249	5492.99	1667.31	994.3	11.16
238	5492.99	1667.31	994.3	11.16	250	5492.99	1667.31	994.3	11.16
239	5492.99	1667.31	994.3	11.16	251	5492.99	1667.31	994.3	11.16
240	5492.99	1667.31	994.3	11.16	252	5492.99	1667.31	994.3	11.16
241	5492.99	1667.31	994.3	11.16	253	5492.99	1667.31	994.3	11.16
242	5492.99	1667.31	994.3	11.16	254	5492.99	1667.31	994.3	11.16
243	5492.99	1667.31	994.3	11.16	255	5492.99	1667.31	994.3	11.16
244	5492.99	1667.31	994.3	11.16	256	5492.99	1667.31	994.3	11.16
245	5492.99	1667.31	994.3	11.16	257	5492.99	1667.31	994.3	11.16
246	5492.99	1667.31	994.3	11.16	258	5492.99	1667.31	994.3	11.16
247	5492.99	1667.31	994.3	11.16	259	5492.99	1667.31	994.3	11.16
248	5492.99	1667.31	994.3	11.16	260	5492.99	1667.31	994.3	11.16
249	5492.99	1667.31	994.3	11.16	261	5492.99	1667.31	994.3	11.16
250	5492.99	1667.31	994.3	11.16	262	5492.99	1667.31	994.3	11.16
251	5492.99	1667.31	994.3	11.16	263	5492.99	1667.31	994.3	11.16
252	5492.99	1667.31	994.3	11.16	264	5492.99	1667.31	994.3	11.16
253	5492.99	1667.31	994.3	11.16	265	5492.99	1667.31	994.3	11.16
254	5492.99	1667.31	994.3	11.16	266	5492.99	1667.31	994.3	11.16
255	5492.99	1667.31	994.3	11.16	267	5492.99	1667.31	994.3	11.16
256	5492.99	1667.31	994.3	11.16	268	5492.99	1667.31	994.3	11.16
257	5492.99	1667.31	994.3	11.16	269	5492.99	1667.31	994.3	11.16
258	5492.99	1667.31	994.3	11.16	270	5492.99	1667.31	994.3	11.16
259	5492.99	1667.31	994.3	11.16	271	5492.99	1667.31	994.3	11.16
260	5492.99	1667.31	994.3	11.16	272	5492.99	1667.31	994.3	11.16
261	5492.99	1667.31	994.3	11.16	273	5492.99	1667.31	994.3	11.16
262	5492.99	1667.31	994.3	11.16	274	5492.99	1667.31	994.3	11.16
263	5492.99	1667.31	994.3	11.16	275	5492.99	1667.31	994.3	



Lansing, Michigan

This is to Certify That Articles of Incorporation of

VILLAGES OF COUNTRY CREEK ASSOCIATION

were duly filed in this office on the 21ST day of OCTOBER, 19 92,
in conformity with Act 162, Public Acts of 1982.

*In testimony whereof, I have hereunto set my
hand and affixed the Seal of the Department,
in the City of Lansing, this 21ST day
of OCTOBER, 19 92*

A handwritten signature in cursive script, reading 'Carl L. Ison'.

CORPORATION AND SECURITIES BUREAU

Director

C-3
53

FILED

9228H3069 1019 DRG&FI \$20.00

OCT 21 1992

Administrator
MICHIGAN DEPARTMENT OF COMMERCE
Corporation & Securities Bureau

**NON-PROFIT
ARTICLES OF INCORPORATION**

744-649

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

ARTICLE I

The name of the Corporation is Villages of Country Creek Association,

ARTICLE II

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

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

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OCT 19 1992

MICHIGAN DEPT. OF COMMERCE

30

benefit to the members of the Corporation and in furtherance of any of the purposes of the Corporation;

- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and By-Laws of the Condominium and of these Articles of Incorporation and such By-Laws and Rules and Regulations of this Corporation as may hereafter be adopted;
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or By-Laws or by Act No. 59 of Public Acts. of 1978, as amended, or as may be amended;
- (k) In general, to enter into any kind of activity, to make and perform any contract, and to exercise all powers necessary, incidental, or convenient to the administration, management, maintenance, repair, replacement, and operation of said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III

Location of the first registered office is:

7380 Meadowridge Circle
West Bloomfield, MI 48322

Post office address of the first registered office is:

same

ARTICLE IV

The name of the first resident agent is:

Bernard Glieberman

ARTICLE V

Said Corporation is organized upon a non-stock membership basis.

The amount of assets which said Corporation possesses is:

Real Property - None
Personal Property - None

Said Corporation is to be financed under the following general plan:

Assessment of Members

ARTICLE VI

The name and place of business of the Incorporator is as follows:

Bernard Glieberman
7380 Meadowridge Circle
West Bloomfield, MI 48322

ARTICLE VII

The name and address of the first Board of Directors is as follows:

Gertrude Zicherman
7380 Meadowridge Circle
West Bloomfield, MI 48322

ARTICLE VIII

The term of corporate existence is perpetual.

ARTICLE IX

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

- (a) Each co-owner (including the Developer) of a unit in the Condominium shall be a member of

the Corporation, and no other person or entity shall be entitled to membership; except that the subscribers hereto shall be members of the Corporation until such time as their membership shall terminate, as hereinafter provided;

- (b) Membership in the Corporation (except with respect to any nonco-owner incorporators, who shall cease to be members upon the qualification for membership of any co-owner) shall be established by acquisition of fee simple title to a unit in the Condominium and by recording with the Register of Deeds in the county where the Condominium is located, a Deed or other instrument establishing a change of record title to such unit and the furnishing of evidence of same satisfactory to the Corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new co-owner thereby becoming a member of the Corporation, and the membership of the prior co-owner thereby being terminated;
- (c) The share of a member in the funds and assets of the Corporation cannot be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to his unit in the Condominium;
- (d) Voting by members shall be in accordance with the provisions of the By-Laws of this Corporation.

ARTICLE X

A volunteer Director of the Corporation is not personally liable to the Corporation or its shareholders or members for monetary damages for a breach of the Director's fiduciary duty. However, the Director's liability is not limited or eliminated for any of the following:

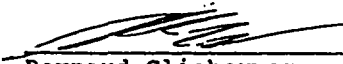
- (a) A breach of the Director's duty of loyalty to the Corporation or its shareholders or members.

- (b) Acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law.
- (c) A violation of MCLA 450.2551.
- (d) A transaction from which the Director derived an improper personal benefit.
- (e) An act or omission occurring before the date this document is filed.
- (f) An act or omission that is grossly negligent.

ARTICLE XI

The Corporation assumes all liability to any person other than the Corporation, its shareholders, or its members for all acts or omissions of a volunteer Director occurring on or after the date this document is filed.

I, the Incorporator, sign my name this 6th
day of OCTOBER, 1992


Bernard Gliberman

Drafted By and Return To:

James P. Babcock, Attorney at Law
21610 Eleven Mile Road, Suite One
St. Clair Shores, Michigan 48081
(313) 445-1660

DISCLOSURE STATEMENT

VILLAGES OF COUNTRY CREEK

TOWNSHIP OF OAKLAND, OAKLAND COUNTY, MICHIGAN

THE EFFECTIVE DATE OF THIS DISCLOSURE STATEMENT IS

DECEMBER 1, 1993

*** * * * ***

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE PURCHASE AGREEMENT, MASTER DEED, ITS EXHIBITS, THE CONDOMINIUM BUYER'S HANDBOOK, OR OTHER LEGAL DOCUMENTS AND ALL PURCHASERS SHOULD READ ALL DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE COMMUNITY AND THEIR RIGHTS AND RESPONSIBILITIES RELATED THERETO. IT IS RECOMMENDED THAT PURCHASERS SEEK PROFESSIONAL ASSISTANCE PRIOR TO PURCHASING A CONDOMINIUM UNIT.

Villages of Country Creek is a fifty-one (51) Unit residential site Condominium development in the Township of Oakland, Oakland County, Michigan. The size of the Condominium may be expanded by the Developer to include a total of two hundred ten (210) Units within a period ending no later than six (6) years of recording of the Master Deed.

Developer: American Quality Homes, Inc.
7380 Meadowridge Circle
West Bloomfield, MI 48322
(313) 661-4422

VILLAGES OF COUNTRY CREEK

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DISCLOSURE STATEMENT
VILLAGES OF COUNTRY CREEK

I. Introduction

American Quality Homes, Inc., is a Michigan Corporation and is the Developer of Villages of Country Creek. The following is a Disclosure Statement, which has been prepared by the Developer, and is intended to inform Purchasers of Condominium Units in Villages of Country Creek in general terms as to the nature of the Condominium, the rights and obligations of the Purchaser as a Co-owner in the Condominium, the rights and obligations of the Developer and of the Condominium Association and other matters. This Disclosure Statement is required by the Michigan Condominium Act of 1978, as amended, and is given to the Purchasers in conformance with the Statute. This Disclosure Statement, along with the Master Deed and other legal documents required for the creation and operation of the Condominium, constitute the only authorized description of the Villages of Country Creek and none of the Developer's sales or other representatives are permitted or authorized to vary from their terms.

II. THE CONDOMINIUM CONCEPT

"Condominium" is a form of property ownership. A Condominium Unit has the same legal attributes as any other form of real estate under Michigan law and may be sold, mortgaged, or leased by the owner subject only to such restrictions as are contained in the Condominium Documents. Michigan Statute regulates the creation of a Condominium Project. The Condominium Act of 1978, as amended (Act 59 of the Michigan Public Acts of 1978, as amended) regulates Villages of Country Creek. A Condominium Project is established by recording a Master Deed in the Office of the Register of Deeds.

Each owner of a Condominium Unit owns his or her Unit and is one of a number of mutual owners of common facilities ("Common Elements") which service his/her and other Units. Each Purchaser of a Condominium Unit receives an individual deed to his/her Unit. The Unit and the Common Elements (which are legally inseparable from the Unit) are described generally in the Master Deed, and the Unit boundaries are shown in the Condominium Subdivision Plan attached to the Master Deed, subject to any modification or correction as is permitted by Statute and by the Condominium Documents. All portions of the Condominium not included within the Units constitute the Common Elements and are owned by all owners in undivided portions equal to the percentages of value attributable to each Unit as set forth in the Master Deed.

The relative close proximity of residence dictates that certain restrictions and obligations be imposed on each owner for the mutual benefit of all owners. Such restrictions and obligations are contained in the Master Deed and the Condominium By-Laws, which are recorded as part of the Master Deed. Restrictions and obligations may also be contained in the rules and regulations which may be passed by the Board of Directors of the Condominium Association in conformity with the Condominium Documents. All of the Condominium Documents are prepared with the goal of allowing each Co-owner a substantial amount of individual freedom and discretion without allowing any one Co-owner to infringe upon the rights and interests of the group at large. All Co-owners and residents must be familiar with and abide by the Condominium Documents.

The management and administration of the Condominium is the responsibility of the Condominium Association, which is a nonprofit corporation of which all owners of Condominium Units automatically are members. One of the primary responsibilities of the Board of Directors of any Condominium Association is to enforce the provision requiring each Co-owner to pay monthly assessments to the Association to meet expenses of administration of the

Condominium. Pursuant to the provisions of Michigan law, and the Condominium Documents, such assessments constitute a lien against the owner's Unit and in the event the owner fails to pay the assessments attributable to his/her Unit, the Board of Directors of the Association may cause the lien to be foreclosed. The Board of Directors is also obligated to enforce the other provisions of the Condominium Documents, including the restrictions on the use of the Condominium Premises as set forth in the Condominium Documents, and is given broad remedial rights in the event such provisions are violated, including the right to sue for money damages and for injunctive relief.

The foregoing is a general statement of the operational characteristics of the Villages of Country Creek and is common to most residential Condominium Projects. Each Purchaser is urged to carefully review all of the documents contained in the Villages of Country Creek Condominium Purchaser Information Booklet as well as any other documents that have been delivered to the Purchaser in connection with this development. In particular, information about the government and organization of Condominiums in Michigan may be found in the Condominium Buyer's Handbook, published by the Michigan Department of Commerce, and provided to Purchasers by the Developer. The Purchaser is advised to consult with his own lawyer or other professional advisor with respect to any questions which he or she may have in regard to Villages of Country Creek and/or the Condominium Documents.

III. DESCRIPTION OF THE CONDOMINIUM

A. Size, Scope, and Physical Characteristics of the Project. Villages of Country Creek is a residential Project located in the Township of Oakland, Oakland County, Michigan, at Silverbell and Adams Roads. The first phase of the Villages of Country Creek consists of fifty-one (51) building sites, each of which is an individual residential Condominium Unit, together with the interior roads provided for common use by the owners of the Units. Villages of Country Creek may be expanded to a total of two hundred ten (210) Units as described below in Section III-D of this Disclosure Statement.

The Condominium Units in Villages of Country Creek consist only of the individual sites within which each residence is to be located, and the Common Elements do not include the residential dwelling structures and other improvements located within the sites. Each owner holds an absolute and undivided title to his/her Unit and to the dwelling and other improvements located within the boundaries of the Unit.

Since the residential dwellings are contained within the boundaries of the Condominium Unit, the Co-owners are responsible for the maintenance, repair, and replacement of the residential structure and all other improvements within the boundaries of the Condominium Unit, including the maintenance, repair and/or replacement of the driveways. The Co-owners are responsible for lawn mowing and the maintenance of landscaping within the boundaries of their Condominium Unit. The Association shall be responsible for snow removal from driveways in accordance with such standards as the Association may adopt.

If a Co-owner fails to perform maintenance and/or repair of the residential structure or maintenance of the landscaping within the boundaries of his/her Condominium Unit in accordance with such standards as the Association may adopt, the Association may perform such maintenance functions and assess the Co-owner the cost of such maintenance and collect such costs as part of the Condominium Assessments.

Villages of Country Creek is subject to a certain Special Planned Development Agreement with Oakland Township. A copy of this Agreement is available at the Developer's office. The Special Planned Development Agreement contains building and/or use restrictions that affect Villages of Country Creek. The Purchaser may want to review this Agreement carefully.

The first phase of the development also includes interior roads, cul-de-sacs, and certain land as General Common Elements. A more detailed description of the development will be found in the Condominium Subdivision Plan which is attached to the Master Deed as Exhibit "B".

The interior roads in Villages of Country Creek are private and will be maintained by the Association. Replacement, repair and resurfacing of all roads within Villages of Country Creek will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the responsibility of the Association to inspect and perform preventive maintenance of the interior roadways on a regular basis in order to maximize the life of the roadways and to minimize repair and replacement costs. Pursuant to the Planned Unit Development Agreement, there may be some bike paths located within the Condominium property that can be used and enjoyed by some of the residents of the adjoining property that are also part of the Planned Unit Development. The bike path is located along Silverbell Road and Adams Road.

The Developer has reserved the right to dedicate the interior roadways to the Township of Oakland or other applicable governmental agency, prior to the Transitional Control Date.

To the best of the Developer's knowledge, there are no hazardous materials, waste, or toxic substances buried on the Condominium Premises.

B. Structures and Improvements Which Must Be Built and Which Need Not Be Built. The Condominium Act of 1978, as amended, requires the Developer to label structures and improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) as either "must be built" or "need not be built." As of the date of this Disclosure Statement, all items designated on the Condominium Subdivision Plan for Villages of Country Creek are labeled "must be built." The Developer must construct all improvements which are labeled "must be built." The rights in regard to items which are labeled "need not be built" are described below. In the event that the Developer elects to expand Village of Country Creek as described below, the Condominium Subdivision Plans, which shall be attached to the amendment to the Master Deed expanding Villages of Country Creek, may designate the additional improvements to be added as either "must be built" or "need not be built" in the Developer's discretion. Each Purchase Agreement provides that the Developer is not contractually obligated to construct any of the improvements which are labeled "need not be built." A Purchaser who closes upon the purchase of a Unit is given no assurance that any other improvements which are, from time to time, labeled "need not be built" will be completed by the Developer. The Developer has not provided any financial arrangements for the completion of any improvements which are labeled "need not be built." The escrow arrangement described in the next paragraph provides certain arrangements in regard to the construction of any structures or improvements which are labeled "must be built."

C. Escrow Arrangement. The Developer has entered into an escrow arrangement with Transamerica Title Insurance Company which provides that all deposits made under Purchase Agreements shall be placed in escrow. The Escrow Agreement provides for the release of an escrow deposit to any Purchaser who withdraws from a Purchase Agreement in accordance with the Purchase Agreement. Such a withdrawal is permitted by each Purchase Agreement if it takes place within nine (9) business days after the Purchaser has received all of the Condominium Documents, or if the Purchase Agreement is conditional upon obtaining a mortgage and Purchaser is unable to do so, or if the Unit is not completed within the time period stated in the Purchase Agreement, or if the Condominium Documents are changed in a way that materially reduces a Purchaser's rights. The Escrow Agreement also provides that a deposit will be released to the Developer if the Purchaser defaults in any obligation under the Purchase Agreement after the Purchase Agreement has become binding upon the Purchaser. The Escrow

Agreement also provides that deposits will be released to the Developer when (a) the closing of the sale takes place and (b) a Certificate of Occupancy is issued if required by local ordinance (for those Units having a residential structure erected by Developer) and (c) if any improvements on the Condominium Subdivision Plan (Exhibit "B" to the Master Deed) are labeled "must be built," the escrow agent has received certification from an engineer or architect that such improvements are substantially complete.

D. Expandable Condominium. In the Master Deed, the Developer has reserved the right to expand Villages of Country Creek by adding all or portions of an area of land adjacent to the Condominium which is described in Article VI of the Master Deed and by establishing additional Units and Common Elements upon that land. The Developer is not obligated to make any such expansion. The Developer has reserved the right to add an additional number of Units for a maximum of two hundred ten (210) Units in the Condominium. If Villages of Country Creek is expanded, it will be done by an amendment to the Master Deed. Such amendments will recalculate percentages of value so that the total of the percentages continues to equal 100, preserving an equal percentage of value for each Unit. In connection with any such expansion, the Developer has reserved the right to define and redefine the General and/or Limited Common Elements as may be necessary to adequately describe and service the expansion land and to change the nature of any Common Element previously included in Villages of Country Creek to achieve the purposes of such expansion, including, but not limited to, the connection of existing roadways, joining roadways planned for the expansion land, and to provide access to any Condominium Units over such roadways. Such amendments will not require the consent of any of the Co-owners or their mortgagees. The Master Deed imposes no restrictions upon the manner or order in which the parcels may be added to the Condominium, nor upon the location or design of Units, Common Elements, or other improvements which may be added to the Condominium, ALL OF WHICH MATTERS ARE RESERVED SOLELY WITHIN THE DISCRETION OF THE DEVELOPER, except that any such additional improvements must be solely for residential use and must comply with all applicable laws, ordinances, and requirements of local building authorities. The Developer's right to amend the Master Deed to expand Villages of Country Creek expires six (6) years after the Master Deed has been recorded.

E. Reserved Rights of Developer.

(i) Easements for Use of Utilities. The Developer has reserved easements for use of utilities. The Developer has reserved easements to utilize, tap, tie into, extend and enlarge all utility mains in Villages of Country Creek in connection with the expansion of the Condominium or the development of separate Projects on the expandable land.

(ii) Easements For Use of Roads. The Developer has reserved easements and rights of use over any roads in Villages of Country Creek for the purpose of ingress and egress to and from any portion of the expandable land, regardless of how such land alternatively may be used. The beneficiaries of the easement are obligated to pay a proportionate share of the expenses of maintenance, repair and replacement of the roadways in Villages of Country Creek based upon the formula contained in Article VII-C of the Master Deed.

(iii) Modification of Units. The Developer has reserved the right to modify the size, location, design or elevation of Units or dwellings and/or Common Elements by amendment to the Master Deed. Such modifications shall be in the sole discretion of the Developer without the consent of any other person.

(iv) Conduct of Commercial Activities. The Developer has reserved the right to maintain an office in Villages of Country Creek for conduct of commercial activities as it may elect, together with a sales office, a business office, model Units, storage areas, reasonable parking incident to the use of

such areas, and such access to, from and over the Condominium premises, as may be reasonable to enable development, sale, operation and warranty obligations until the end of the warranty period for the last Unit which is sold in either Villages of Country Creek or the expandable land. During this period of time, the Developer or its affiliates may use such offices and other areas to sell other property off-site.

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

(vi) Easements. The Developer has reserved such easements over the Condominium (including all Units and Common Elements) as may be required to perform any of the Developer's or the Association's maintenance, repair, decoration or replacement obligations. The Developer has also reserved easements for utility and/or drainage purposes along the side yard and rear yard boundaries of the respective Condominium Units in Villages of Country Creek.

(vii) Certain Units Burdened By Additional Easements. Certain Condominium Units are burdened and/or affected by utility and/or drain easements as described on the Condominium Subdivision Plans attached to the Master Deed as Exhibit "B". No buildings or structures shall be placed within these easement areas. In addition, there are limitations on landscaping in and around these easement areas as set forth in the easement agreements that are referenced in the Condominium Subdivision Plans.

(viii) General. In the Condominium Documents and in the Condominium Act certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of Villages of Country Creek, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

F. Legal Documentation.

(i) General. Villages of Country Creek was established as a Condominium pursuant to the Master Deed recorded in the Oakland County Register of Deeds as set forth in the Purchaser Information Booklet. The Master Deed as recorded contains as Exhibit "A", the Condominium By-Laws and as Exhibit "B", the Condominium Subdivision Plan, a 3-dimensional survey establishing the physical relationship and location of each of the Units in the Condominium, together with a depiction of utility locations and the location of Common Elements.

(ii) Master Deed. The Condominium Master Deed, among other things, contains a definition of terms used within the Condominium, the percentage of value assigned to each Unit in the Condominium and a description of the General Common Elements constituting the Condominium.

The percentages of value of the Units are set forth in Article V-B of the Master Deed. The percentage of value assigned to each Unit shall be equal. The percentage of value assigned to each Unit is determinative of each Co-owner's respective share of the Common Elements of Villages of Country Creek, the proportionate share of each Co-owner in the proceeds and the expenses of administration, and the value of each Co-owner's vote at meetings of the Association. To the extent that any Condominium Units are added to Villages of Country Creek, the percentages of value will be changed, preserving equal percentages of value for each Condominium Unit. The percentages of value must at all times total one hundred (100%) percent.

(iii) Condominium By-Laws. The Condominium By-Laws contain provisions relating to the operation and management of

Villages of Country Creek and, in particular, set forth in Article II the provisions relating to both regular and special assessments of the members to pay the costs of operation of the Condominium. Certain restrictions upon the ownership, occupancy and use of Villages of Country Creek are set forth in Article VI.

IV. WARRANTY

Express warranties are not provided unless specifically stated in the Purchase Agreement. Each Purchase Agreement provides that at the closing, the Developer will give a Limited Warranty with regard to the Condominium Unit, residential structure therein, and the Common Elements, if the Developer builds the residential structure. The terms of the Limited Warranty are expressly limited as stated in the Limited Warranty. Specifically, the Developer will warrant for a period of one (1) year after closing of the purchase of a Unit with a residential structure built by the Developer, that the floors, ceilings, walls and other internal structural components of the residential structure which are not covered by other portions of the Limited Warranty will be free of defects in materials or workmanship. The Limited Warranty does not cover any appliances and equipment located within the residential structure. The Developer shall assign and pass through to the Purchaser any manufacturers' warranties on these appliances and equipment. ARBITRATION IS THE SOLE REMEDY FOR DISPUTES PURSUANT TO THE CONDOMINIUM DOCUMENTS. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY FOR ANY OF THE FOLLOWING, WHICH ARE EXPRESSLY EXCLUDED FROM THE COVERAGE OF THE LIMITED WARRANTY:

(a) Defects in appliances and pieces of equipment which are covered by manufacturers' warranties.

(b) Damage due to ordinary wear and tear, abusive use, modification, or lack of proper maintenance of the Condominium Unit, the residential structure erected thereon, or of the Common Elements.

(c) Conditions which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; damage to concrete resulting from the use of salt, chemicals or other de-icing agents; drying, shrinking and cracking of caulking and weather-stripping; cracks in tile or cement and heaving of tile or cement; sound transmission within or without the residential structure including noise from pipes, appliances and fixtures; settlement of the residential structure or the ground under or around the structure or under or around other residential structures or Common Elements.

(d) Damage to or destruction of any tree, shrub or plant growth which is native to the Condominium site and which remains after completion of construction of the Condominium, regardless of the Developer's care to protect any tree, shrub or plant growth in either its original or relocated site.

(e) Defects in items installed by the Purchaser or anyone else except the Developer or (if requested by the Developer) the Developer's subcontractors.

(f) Work done by the Purchaser or anyone else except the Developer or (if requested by the Developer) the Developer's subcontractors.

(g) Loss or injury due to the elements.

(h) Conditions resulting from condensation on, or expansion or contraction of, materials.

(i) Consequential or incidental damages.

NO OTHER WARRANTIES.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY THE DEVELOPER SHALL GIVE. THERE ARE NO IMPLIED WARRANTIES OF ANY KIND AND/OR FOR THE BENEFIT OF ANY ENTITY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY OR THE LIKE AND CONFORMANCE WITH PLANS AND SPECIFICATIONS (EXCEPT THE CONDOMINIUM SUBDIVISION PLAN ATTACHED TO THE MASTER DEED). THE WARRANTY ALSO EXCLUDES ANY CONDITION WHICH MAY BE DEEMED IN VIOLATION OF ENVIRONMENTAL LAWS, RULES, POLICIES, OR REGULATIONS, AND/OR ANY CONDITIONS OF TOXIC WASTE OR HAZARDOUS SUBSTANCES. THE PURCHASERS AND/OR THE ASSOCIATION OF CO-OWNERS MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY. BY EXECUTING THE PURCHASE AGREEMENT, THE PURCHASER ACKNOWLEDGES THAT HE/SHE HAS INSPECTED THE CONDOMINIUM UNIT; THE RESIDENTIAL STRUCTURE (DWELLING) ERECTED BY THE DEVELOPER THEREIN, IF ANY; AND THE COMMON ELEMENTS OF THE CONDOMINIUM PROJECT. NO SALES REPRESENTATIVE OF THE DEVELOPER IS AUTHORIZED TO DEVIATE FROM THIS PROVISION.

Except for emergencies, each Purchaser may submit warranty claims in writing to the Developer at the following times: (1) within ninety (90) days after the closing of the Unit; or (2) within eleven (11) months after the closing of the Unit. If a defect appears which the Purchaser thinks is covered by the Limited Warranty, the Purchaser must write a letter describing it to the Developer at the address appearing in the Limited Warranty. The Developer will not assume responsibility for responding to any written letter delivered to the Developer more than fourteen (14) days after the expiration of the one-year warranty period, even if the defects that are claimed in the letter may have arisen within the one-year warranty period. The Purchaser must tell the Developer in the letter what times during the day the Purchaser will be at home, so that the Developer can schedule service calls appropriately. If delay will cause extra damage, the Purchaser should telephone the Developer. Only emergency reports will be taken by telephone.

THIS LIMITED WARRANTY EXTENDS ONLY TO THE FIRST PURCHASER OF THE UNIT AND IS NONTRANSFERABLE.

V. THE DEVELOPER AND ITS AFFILIATES

American Quality Homes, Inc. is a Michigan Corporation and is the Developer of Villages of Country Creek. The principal of the Developer is Bernard Gliberman. He has been engaged in the real estate and building business for the past thirty years. Bernard Gliberman has been involved in the following condominium projects: Crosswinds Condominium, Clinton Township, MI; Crosswinds East Condominium, Clinton Township, MI; Crosswinds West Condominium, Novi, MI; Crosswinds of Farmington Hills, Farmington Hills, MI; Greenpointe Condominium, West Bloomfield, MI; Greenpointe No. 2 Condominium, West Bloomfield, MI; Greenpointe at Copper Creek Condominium, Farmington Hills, MI; and Millpointe of Westland, Westland, MI. The Developer will be handling all sales in the Village of Country Creek. The Developer, American Quality Homes, Inc., is a licensed residential builder and will be erecting all structures on Units in Villages of Country Creek. There are no pending legal proceedings affecting Villages of Country Creek.

VI. OPERATION AND MANAGEMENT OF VILLAGES OF COUNTRY CREEK

A. Condominium Association. Villages of Country Creek will be maintained and administered by Villages of Country Creek Association, which has been incorporated by the Developer as a nonprofit corporation under Michigan law. The Association is governed by its Board of Directors whose initial members are designees of the Developer and who are empowered to serve pursuant to the provisions of the Condominium By-Laws until other directors are elected. The election of Directors by Co-owners (including the Developer voting as a Co-owner) cannot take place later than fifty-four (54) months after the first closing of a Unit. It is possible that the non-Developer Co-owners will have voting rights sooner than that time depending upon the number of Units conveyed. Voting rights are set forth in detail in Article I of the Condominium By-

Laws, especially in Section 8 thereof, and these provisions should be carefully reviewed. Within one (1) year after the first conveyance of a Unit, or one hundred twenty (120) days after conveyance of one-third (1/3) of all of the Units which may be created, whichever occurs first, an Advisory Committee of Co-owners will be established to facilitate communication and aid transition of control to the Co-owners.

At the First Annual Meeting of members of the Association, the members of the Association, including the Developer if it still owns any Condominium Unit, will elect five (5) directors, in accordance with the provisions of the Association's Corporate By-Laws, and the directors in turn shall elect officers for the Association.

Annual Meetings of the Co-owners will be held in October each year commencing in the calendar year following the First Annual Meeting for the purpose of conducting the business of the Association and electing directors pursuant to the Association's Corporate By-Laws. Prior to each Annual Meeting, Co-owners will receive notice stating the time and location of the meeting and the matters to be considered at the meeting as prescribed by the Association's Corporate By-Laws.

Each Co-owner (including the Developer) is a member of the Association and entitled to vote at meetings of the Association in accordance with the provisions of Article I of the Condominium By-Laws. Although it is hoped that a majority of the Units will be sold by the time of the First Annual Meeting, the Developer will have the right to determine the make-up of the Board of Directors if it still owns a majority of the Units included in the Master Deed and amendments thereto at the time of the First Annual Meeting.

B. Condominium Association Management Contracts.

The Condominium By-Laws permit the Association to employ a professional management agent to manage the affairs of Villages of Country Creek. The Association has entered into a Management Agreement with Wingate Management Corporation, whose address is 26400 Lahser Road, Suite 104, Southfield, Michigan 48304, at a fee of One and 75/100 (\$1.75) Dollar per Unit per month. The Developer has guaranteed the management agent a minimum fee of Three Hundred (\$300.00) Dollars per month. The Developer may be subsidizing the Association with respect to the management fee and with respect to certain fixed expenses such as, by way of example, liability insurance, snow removal, etc., in its sole discretion, until the Association is adequately funded, in Developer's sole discretion, or until turnover of control of the Association from the Developer to the Co-owners, whichever first occurs. Wingate Management Corporation is the management agent for Crosswinds West Condominium in Novi, Michigan; Crosswinds of Farmington Hills Condominium in Farmington Hills, Michigan; Greenpointe Condominium in West Bloomfield, Michigan; Greenpointe II Condominium in West Bloomfield, Michigan; Greenpointe at Copper Creek Condominium in Farmington Hills, Michigan; and is presently managing approximately four thousand (4,000) residential units in the metropolitan Detroit area. The Association may terminate the agreement upon the Transitional Control Date or at any time within ninety (90) days thereafter. The "Transitional Control Date" means the date on which a Board of Directors for the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

C. Condominium Finances.

(i) Budget. The provisions of Article II of the Condominium By-Laws establish the means whereby the Board of Directors must annually adopt a budget for the operation of Villages of Country Creek. The initial budget has been formulated by the Developer in consultation with others and is intended to provide for the normal and reasonably predictable expenses of administration of the Condominium for the first year, and to include a reserve for future replacement of major structural and

other components of the Condominium. Inasmuch as the initial budget must necessarily be prepared prior to the commencement of operation of the Condominium, it reflects estimates of expenses which could be made by the Developer and its consultants. To the extent that the goods and services necessary to service Villages of Country Creek may increase in cost in the future, the budget and the expenses of the Association will also require upward revision. In this respect, it is normal for Association expenses to increase on a regular basis. Such a revision to the budget is intended generally to occur only in connection with the annual adoption of a budget by the Association's Board, although circumstances may require such a revision at other times.

THE INITIAL BUDGET OF THE ASSOCIATION HAS BEEN ATTACHED TO THE END OF THIS DISCLOSURE STATEMENT AS EXHIBIT "A". IT MUST BE REMEMBERED THAT THE INITIAL BUDGET OF THE ASSOCIATION, WHICH IS ATTACHED TO THIS DISCLOSURE STATEMENT AS EXHIBIT "A", IS ONLY AN ESTIMATE OF THE EXPENSES WHICH MIGHT BE INCURRED IN ADMINISTERING THE CONDOMINIUM. THE ACTUAL EXPENSES OF THE ADMINISTRATION MAY BE SUBSTANTIALLY DIFFERENT AND MAY RESULT IN INCREASED ASSESSMENTS FOR THE CO-OWNERS. THE DEVELOPER DOES NOT REPRESENT OR WARRANT THE ACCURACY OF THE INITIAL BUDGET AND NO REPRESENTATIONS OR WARRANTIES ARE TO BE CONSTRUED FROM ANY PORTION OF THE INITIAL BUDGET.

(ii) Assessment. The Condominium assessments which are charged to the Co-owners are based upon the annual budget of the Association. The Association's only source of revenue to fund its budget is by the assessment of its members. Each co-owner must pay to the Association an annual assessment which is determined by dividing the projected budget by the members' percentage of value which is stated in the Master Deed. The annual assessment must be paid to the Association by each Co-owner in quarterly or other periodic installments, as may be determined by the Board of Directors.

Because the day-to-day operation of the Condominium is dependent upon the availability of funds, it is important that each Co-owner pay his/her assessment in a timely manner. Assessments shall be due on a date determined by the Board of Directors of the Association. In the event that a Co-owner fails to pay this amount in a timely manner, the Condominium By-Laws provide that the Condominium Association may impose a lien upon a delinquent Co-owner's Unit, collect interest at the highest rate allowed by law on delinquent assessments, and impose late charges and collection costs, including a reasonable attorneys' fee. Article II of the Condominium By-Laws should be consulted for further details.

Each Co-owner may be required to pay special assessments, if special assessments are either levied by the Board of Directors of the Association or, if applicable, approved by the Co-owners in accordance with the Condominium By-Laws. Special assessments may be levied in the event that, among other things, the regular assessment should prove inadequate, Common Elements need to be replaced or expanded, or an emergency occurs. Any special assessment would be allocated to the Co-owners in accordance with the percentages of value stated in the Master Deed. In the event that an unusual expense benefits less than all of the Units in the Condominium, the expense may be assessed against those Units which are specially benefitted by the expense and shall be share equally by those Units. Article II of the Condominium By-Laws should be examined for further details about special assessments and the sharing of unusual expenses of administration.

Until occupancy of a particular Unit, the Developer, although a member of the Association, is not required to pay Association assessments for that Unit. Instead, the Developer must contribute only its proportionate share of the Association's expenses actually incurred as described in Article II, Section 8, of the Condominium By-Laws. After occupancy of a residential structure on a particular Unit, the Developer must contribute to the Association in accordance with the percentages of value assigned to occupied residential structures on Units owned by it.

Each Co-owner must also pay other charges in connection with his/her ownership of a Unit in the Condominium. For example, each Co-owner will be responsible for paying real estate taxes levied on his/her Unit and his/her undivided interest in the Common Elements. The amount of the taxes will be determined by the assessor for the Township of Oakland. The Condominium Association will pay no real estate taxes; however, if, after closing, the real property tax bills relative to the Condominium property have not yet been split into separate tax bills for each Condominium Unit by the local tax assessor, the Condominium Association may require the Purchaser to pay into an escrow account to be maintained by the Association an amount equal to Purchaser's percentage of value of the estimated real property taxes with respect to the Condominium which will next fall due.

(iii) Possible Other Liability. Pursuant to Section 84a(1)(d)(i) of the Condominium Act of 1978, as amended, each Purchaser is advised of the possible liability of each Co-owner under Section 58 of the Condominium Act of 1978, as amended: If the holder of a first mortgage or other purchaser of a Condominium Unit gains title to that Unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that Unit and which had become due prior to acquisition of title to the Unit by the holder of the first mortgage or other purchaser. These unpaid assessments are common expenses which are collectible from all Unit owners including the holder of the first mortgage or other purchaser who has obtained title to the Unit through foreclosure.

(iv) General. In general, the provisions which are relative to the operation and physical management of Villages of Country Creek and of the Association are more particularly set forth in Articles I and II of the Condominium By-Laws and in the Association's Corporate By-Laws.

D. Insurance. The Condominium Documents require that the Association shall carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief and liability insurance and worker's compensation insurance, if applicable, with respect to all of the Common Elements of the Condominium. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association.

The Association shall carry an "all-risk" insurance policy, including fire and extended coverage, vandalism and malicious mischief, and liability insurance with respect to the Condominium Units and the residential dwellings constructed within the boundaries of the Condominium Units.

The Board of Directors of the Association is responsible for obtaining insurance coverage for the Association. Each Co-owner's pro rata share of the annual Association premiums is included in the regular assessment. The Association's insurance policies are available for inspection during normal working hours.

The master insurance policy carried by the Association names the Condominium Association as the insured. In the event of any casualty affecting the Condominium, insurance proceeds would be paid to and administered by the Condominium Association in accordance with the provisions of the Condominium By-Laws. The insurance coverage carried by the Condominium Association, in no event, will cover the personal property of any Co-owner.

EACH CO-OWNER IS RESPONSIBLE FOR OBTAINING, AND SHALL OBTAIN, INSURANCE COVERAGE WITH RESPECT TO THE IMPROVEMENTS TO THE INTERIOR OF THE RESIDENTIAL STRUCTURE AND CONTENTS OF THE RESIDENTIAL STRUCTURE TO THE EXTENT INDICATED IN ARTICLE IV OF THE CONDOMINIUM BY-LAWS, AND FOR LIABILITY FOR INJURY WITHIN HIS/HER UNIT.

A copy of the Certificate of Insurance with respect to the Condominium will be furnished to each Co-owner upon closing the sale of his/her Unit. The Association should periodically review

all of its insurance coverage to be assured of its continued adequacy and Co-owners should each do the same with respect to their personal insurance.

Title insurance will be supplied to each individual Purchaser as the sales of the Units are closed. The Purchase Agreement provides that the Developer shall furnish each Purchaser with a commitment for an owner's title insurance policy issued by Transamerica Title Insurance Company at or prior to closing, and the policy itself shall be provided within a reasonable time after closing. The cost of the commitment and policy is to be borne by the Developer. The policies will be in the face amount of the purchase price of each Unit. The policies will insure each Purchaser that the Purchaser's title to the Unit received from the Developer is in the condition required by each Purchase Agreement. Each Purchaser should review the title insurance commitment with a qualified advisor of his/her choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

E. Restrictions on Ownership, Occupancy and Use. In order to provide an environment conducive to pleasant living at Villages of Country Creek, the Condominium By-Laws contain certain limitations upon the activities of Co-owners which might infringe upon the right to quiet enjoyment of all Co-owners. Article VI of the Condominium By-Laws sets forth restrictions upon the ownership, occupancy and use of the Condominium. It is not possible to accurately and completely characterize such restrictions and each prospective Purchaser should review the restrictions in their entirety to ascertain whether their operation will interfere with his/her prospective use of the Condominium; however, the following are certain of the restrictions:

(i) Single Family Use. Units are to be used for single family residences only.

(ii) Lease. Any Co-owner may lease his/her Unit; however, the leases must be in writing. Notice of the lease arrangement and a copy of the lease form must be supplied to the Association at least ten (10) days prior to presenting the lease form to the potential lessee. All tenants must comply with the Condominium Documents.

(iii) Pets. No animal, including household pets, other than one (1) domesticated dog or cat, shall be kept without the prior written consent of the Board of Directors, which consent, if given shall be revocable at any time by the Board for failure by owners of pets to observe provisions of the By-Laws or Rules and Regulations of the Association pertaining to pets. These animals must not be noisy and the Co-owner maintaining the animals must indemnify the Association for any costs or damages incurred as a result of maintaining such animals. Additional restrictions governing animals are set forth in Article VI, Section 6 of the Condominium By-Laws.

(iv) House Trailers, Recreational Vehicles, Vans, Commercial Vehicles. Except for vans and pick-up trucks used for personal transportation by a Co-owner, no house trailers, pick-up trucks recreational vehicles, vans, commercial vehicles, or vehicles other than automobiles may be parked or stored upon the premises of the Condominium unless such vehicles are parked in the garages of the respective Units, or unless specifically approved by the Association or parked in an area specifically designated by the Association. Such designated parking areas have not been established by the Association. Unless the Board of Directors specifically approves in writing otherwise, Co-owners shall not park or maintain more than three (3) vehicles on the Condominium Premises and such vehicles shall only be parked in their respective garages, except that if the number of vehicles owned by a Co-owner exceeds the number of vehicles that a Co-owner's garage can accommodate, such additional vehicles shall be parked in the Co-owner's driveway immediately adjoining his or her garage. Garage doors shall be kept closed at all times except as may be reasonably necessary to gain access to or from any garage.

(v) Physical Changes: Use. There are substantial limitations upon improvements and physical changes that may be made within the boundaries of a Condominium Unit and elsewhere on the Common Elements. The Purchaser should carefully review Article VI, Section 3 of the Condominium By-Laws and the other provisions of Article VI of the Condominium By-Laws with respect to such restrictions.

(vi) Rules and Regulations. Reasonable rules and regulations may be adopted by the Board of Directors of the Association concerning the use of the Condominium without the vote of the Co-owners. The Co-owners may revoke any rules and regulations adopted by the Board of Directors of the Association upon a vote of fifty (50%) percent of all of the Co-owners.

Whenever a Co-owner wishes to sell his/her Unit, the Board of Directors of the Association must be notified and the Co-owner must comply with Section 13 of Article VI of the Condominium By-Laws.

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

The restrictions are enforceable by the Association, which may take appropriate action to enforce the restrictions, such as legal action for injunctive relief and damages. The remedies available in the event of violation of these restrictions are contained in Article XI of the Condominium By-Laws. The restrictions are also enforceable by the individual Co-owners and by the Developer.

VII. RIGHTS AND OBLIGATIONS AS BETWEEN DEVELOPER AND CO-OWNER.

A. Before Closing. The respective obligations of the Developer and the Purchaser of a Condominium Unit prior to closing are set forth in the Purchase Agreement and the Escrow Agreement. Both of those documents should be closely examined by all Purchasers in order to ascertain the disposition of earnest money deposits advanced by Purchaser, anticipated closing adjustments, and the obligations of both parties with respect to modifications or improvements to the Unit.

ARBITRATION IS THE SOLE REMEDY FOR DISPUTE PURSUANT TO THE CONDOMINIUM DOCUMENTS.

B. At Closing. Each Purchaser will receive by warranty deed fee simple title to his/her Unit subject to no liens or encumbrances other than the Condominium Documents and those other easements and restrictions as are specifically set forth in the Condominium Documents and title insurance commitment. Prior to closing, each Purchaser shall be afforded an opportunity to inspect the Unit that he/she is purchasing, any residential structure thereon, and the Common Elements. At closing, and as a condition to closing, the Purchaser shall sign an Acknowledgement indicating that he/she has inspected the Unit and residential structure and is satisfied with its location, color, options, and condition and is satisfied with the condition of the Common Elements. The Developer will rely on this Acknowledgement in proceeding with the closing.

C. Subsequent to Closing. Subsequent to the purchase of the Unit, relations between the Co-owner and the Developer are governed by the Master Deed and the Condominium By-Laws and the Condominium Act of 1978, as amended, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing. The Purchaser shall have the Limited Warranty on his/her Unit and the Common Elements as described above in Part IV of this Disclosure Statement and as given by the Developer at closing, if the Condominium Unit contains a residential structure built by the Developer.

VIII. LOCAL GOVERNMENT, TAXES, AND UTILITIES.

A. Local Government. The Project is located in the Township of Oakland and the Rochester School District.

B. Real Property Taxes. Taxes upon the Condominium Units are assessed by the Township of Oakland, the County of Oakland, and the Rochester School District. Pursuant to Michigan law, taxes are required to be assessed on the basis of fifty (50%) percent of the true cash value. During the year in which the Condominium Master Deed is originally recorded and the year in which any amendment to the Master Deed expanding Villages of Country Creek is recorded, real property taxes attributable to each of the Units established by such Master Deed or amendment may not be separately billed, but may be paid by the Association as an expense of administration, to be shared by the Co-owners of the Units in proportion to their respective percentages of value. The Developer will contribute its proportionate share to the payment of taxes for such Units as it owns at the time that the taxes fall due. In subsequent years, each Co-owner will receive an individual tax bill attributable to his/her Unit only. It is impossible to determine with accuracy the amount of real property taxes which will fall due in subsequent years since those taxes are a function of both property values and tax rates which may either rise or fall.

C. Building Inspections. Although Oakland Township has inspected the construction undertaken by the Developer in Villages of Country Creek, the Developer does not represent that the Condominium complies with all applicable codes. The Developer is presently unaware of any violations of applicable codes with respect to the construction in Villages of Country Creek.

D. Utilities. Utility services to Villages of Country Creek are provided as follows:

- (i) Electricity - Detroit Edison Company.
- (ii) Gas - Consumers Power Company.
- (iii) Telephone - Michigan Bell Telephone Company.
- (iv) Cable T.V. - T.C.I. United Cable
- (v) Sewer and Water - Public Sewer and Oakland Township Community Well

The costs of and responsibilities for maintaining the storm sewer systems serving the Condominium will be borne by the Association, as provided in the Master Deed.

IX. RADON GAS. Radon is a naturally-occurring, colorless and odorless radioactive gas formed by the breakdown of uranium and radium deposits in soil. Radon can escape from the soil and enter buildings. Preliminary studies by the United States Environmental Protection Agency (EPA) suggest that prolonged exposure to radon may result in adverse health consequences.

The extent to which an area or a specific residential dwelling (or Condominium Unit) may be exposed to radon depends on a number of factors, including natural geologic conditions, prior land use, ground water, construction materials and techniques, ventilation and air condition systems, and homeowner maintenance. Because of the multitude of factors involved, it is difficult to predict whether a specific residence may be subject to high radon levels unless specific tests are conducted by experts in the area.

Developer neither has nor claims any expertise in radon, and it does not provide advice to homeowners about the acceptable levels or possible health hazards of radon. It is possible that tests or studies might disclose information which a Purchaser might consider significant in deciding whether to purchase a Unit in Villages of Country Creek from the Developer. Developer assumes no responsibility to make any tests or studies, but Developer will

permit the Purchaser to do so, at the Purchaser's expense, if the Purchaser so desires.

The EPA, as well as state and local regulatory authorities are best equipped to render advice regarding the risks which may exist in a particular area, the risks associated with radon exposure, the methods available to detect and measure radon levels, and whether remedial measures may be advisable in particular circumstances to reduce the risk of radon exposure. The EPA has published two (2) guides which are available to interested persons: "A Citizen's Guide to Radon: What it is and What to do About it" and "Radon Reduction Methods: A Homeowner's Guide."

X. PURPOSE OF DISCLOSURE STATEMENT. This Disclosure Statement was prepared by the Developer in good faith and in compliance with the Condominium Act of 1978, as amended. This Disclosure Statement paraphrases various provisions of the Purchase Agreement, Escrow Agreement, Master Deed, Condominium By-Laws, and other documents required by law. This Disclosure Statement only highlights certain provisions of such documents and by no means contains a complete statement of all of the provisions of those documents, which may be important to Purchasers. In an attempt to be more readable, this Disclosure Statement omits most legal phrases, definitions and detailed provisions of the other documents. This Disclosure Statement is not a substitute for the legal documents from which it draws information and the rights of Purchasers and other parties will be controlled by the other legal documents and not by this Disclosure Statement. All of the documents referred to in this Disclosure Statement should be carefully reviewed by prospective Purchasers, and it is advisable to have professional assistance in making this review.

The Developer is required by law to prepare this Disclosure Statement. The Developer has prepared this Disclosure Statement in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about Villages of Country Creek. However, the Developer disclaims liability to any Purchaser for misstatements herein (or for omissions which make statements herein appear misleading) if such misstatements were made by the Developer in good faith, or were immaterial in nature, or were not relied upon by the Purchaser, or did not result in any damages to the Purchaser.

Each Purchaser is urged to engage a competent lawyer or other advisor in connection with the Purchaser's decision to purchase a Unit. In accepting title to a Unit in Villages of Country Creek, each Purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission, or misstatement in this Disclosure Statement. In preparing this Disclosure Statement and the other Condominium Documents, Developer's counsel has not undertaken professional responsibility to the Condominium Association or to any Co-owners or mortgagees for the completeness, accuracy, or validity of the Condominium Documents.

The Developer is required to give each Purchaser a copy of the Condominium Buyer's Handbook. This Handbook was prepared by the Michigan Department of Commerce, and the Developer accepts no responsibility for its contents.

XI.

PROPOSED BUDGET

INCOME:

ASSOCIATION DUES	\$ 69,600.00
TOTAL INCOME	<u>\$ 69,600.00</u>

EXPENSES:

ADMINISTRATION	\$ 1,250.00
LEGAL & AUDITING	1,325.00
INSURANCE	21,825.00
MANAGEMENT SERVICES	4,800.00
COMMON ELECTRIC	500.00
WATER & SEWER	1,200.00
LANDSCAPING & GROUNDS MAINTENANCE	3,000.00
LAWN MAINTENANCE	7,810.00
SNOW REMOVAL	19,940.00
BUILDING MAINTENANCE	500.00
ASPHALT CONCRETE MAINTENANCE	<u>500.00</u>

TOTAL EXPENSES	<u>\$ 62,650.00</u>
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RESERVES	<u>\$ 6,950.00</u>
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*An amount equal to one (1) quarterly assessment will be collected from the initial owners at closing for an initial reserve. There is no assurance that this will be adequate.

1. In the first year Sites are established, taxes may be assessed on one Site. If that is the case, additional quarterly assessments will be due in the amount of one quarter (1/4) of the tax bill, divided by the number of Sites affected.

2. The assessments are good faith estimates but if they prove inadequate to cover expenses, the Board of Directors may have to change the amount of the assessment or levy a special assessment pursuant to the By-Laws.

3. The initial assessment will be set equally for all Sites at \$87.00 per quarter plus any tax bill assessed against the Project as described in paragraph 1 above. Once individual assessments are made and taxes are billed individually, those taxes will be the responsibility of the individual Co-owners.

4. Electricity is for Common Elements and would be in addition to any electric expense for Co-owner use which is metered and billed separately.

5. This budget is computed on the basis of 200 Sites. If a greater or lesser number of Sites are actually established, the actual income and expenses will be increases or reduced accordingly.

VILLAGES OF COUNTRY CREEK

ESCROW AGREEMENT

THIS AGREEMENT is entered into this 17th day of November, 1973, between American Quality Homes, Inc., hereinafter referred to as "Developer," and Transamerica Title Insurance Company, hereinafter referred to as "Escrow Agent."

WHEREAS, Developer has established or intends to establish Villages of Country Creek as a site condominium project under applicable Michigan Law; and,

WHEREAS, Developer is selling Condominium Units in Villages of Country Creek and is entering into Purchase Agreements with Purchasers for such Units in substantially the form attached hereto, and each Purchase Agreement requires that all deposits made under such Agreement be held in an escrow account with an Escrow Agent; and

WHEREAS, the Parties hereto desire to enter into an Escrow Agreement to establish such an escrow account on the behalf of Developer and for the benefit of each Purchaser (hereinafter referred to as "Purchaser") who makes deposits under a Purchase Agreement; and

WHEREAS, Escrow Agent is acting as an independent party hereunder pursuant to the provisions of this Agreement and the Michigan Condominium Act (Act No. 59, Public Acts of 1978, as amended, hereinafter referred to as "Act") for the benefit of Developer and all Purchasers and not as the agent of any one or less than all of such parties.

NOW, THEREFORE, it is agreed as follows:

1. Initial Deposit of Funds.

Developer shall, promptly after receipt, transmit to Escrow Agent all sums deposited with it under a Purchase Agreement, together with a fully executed copy of such Agreement and a receipt signed by the Purchaser for the recorded Master Deed, Condominium Buyer's Handbook, and Disclosure Statement when applicable.

2. Release of Funds.

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

A. Release of Funds to Purchaser. The escrowed funds shall be released to Purchaser under the following circumstances:

- (1) If Purchaser has executed a Preliminary Reservation Agreement but has not executed a Purchase Agreement, and Purchaser cancels the Agreement, Purchaser shall notify Escrow Agent of such cancellation and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (2) If Purchaser has executed a Preliminary Reservation Agreement, but has not executed a Purchase Agreement, and Developer terminates Purchaser's reservation rights as a result of a default by Purchaser, or for any reason permitted by the Preliminary Reservation Agreement, Developer shall notify Escrow Agent of the default and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (3) If Purchaser has executed a Purchase Agreement, and Purchaser withdraws from the Agreement within the withdrawal period described therein, Purchaser shall notify Escrow Agent of such withdrawal and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

- (4) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (5) If Developer determines not to establish the Condominium Project, or not to construct Purchaser's Unit, Developer shall notify Escrow Agent of its decision and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (6) If Developer is unable to convey insurable title to Purchaser within sixty (60) days after the issuance of a title commitment in respect of Purchaser's Unit, Purchaser shall notify Escrow Agent of Developer's inability to convey insurable title and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.
- (7) If Developer terminates Purchaser's rights under a Purchase Agreement for any reason permitted by the Purchase Agreement other than the default of Purchaser, Developer shall notify Escrow Agent of the termination and all funds deposited pursuant to the Agreement and this Escrow Agreement shall be released to Purchaser.

All funds released under this sub-paragraph A shall be returned to Purchaser within three (3) business days after Escrow Agent is notified of the satisfaction of any of the conditions described above. The term "business day" as used in this Escrow Agreement shall mean a day other than a Saturday, Sunday, or legal holiday, provided, however, the Escrow Agent shall not be obligated to release any funds until it can satisfactorily ascertain that said funds deposited have been "paid," "settled," and "fully collected" as such terms are defined under the provision of MCL 440.4100 et sequitur.

B. Release of Funds to Developer. The funds held by Escrow Agent with respect to a given Purchaser and Agreement shall be released to Developer under the following circumstances:

- (1) Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of ten (10) days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to Developer in accordance with the terms of said Agreement.
- (2) Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a Land Contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement, upon receipt by the Escrow Agent of a certificate signed by a licensed professional engineer or architect either confirming that those portions of the phase of the Project in which the Condominium Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete, or determining the amount necessary for substantial completion thereof, and receipt of a certificate signed by a licensed professional engineer or architect either confirming that facilities which on the Condominium Subdivision Plan are labeled "must be built," whether located within or outside of the phase of the Project in which the Condominium Unit is located, and which are intended for common use, are substantially complete, or

determining the amount necessary for substantial completion thereof.

A structure, element, facility, or other improvement shall be deemed to be substantially complete when it can be reasonably employed for its intended use and, for purposes of certification, it shall not be required to be constructed, installed, or furnished precisely in accordance with the specifications of the Project. A certificate of substantial completion shall not be determined to be a certification as to the quality of the items to which it relates. Items shall be substantially complete only after all utility mains and leads, all major structural components of buildings, all building exteriors and all sidewalks, driveways, landscaping, and access roads, to the extent such items are designated on the Condominium Subdivision Plan as "must be built," are substantially complete in accordance with the pertinent plans therefor.

If the estimated cost of substantial completion of any of these items cannot be determined by a licensed professional engineer or architect due to the absence of plans, specifications, or other details that are sufficiently complete to enable such a determination to be made, such cost shall be the minimum expenditure specified in the recorded Master Deed or Amendment for completion thereof. To the extent that any item referred to in above is specifically depicted on the Condominium Subdivision Plan, an estimate of the cost of substantial completion prepared by a licensed professional engineer or architect shall be required in place of the minimum expenditure specified in the recorded Master Deed or Amendment.

- (3) Release of Funds Escrowed for Completion of Incomplete Improvements. Upon furnishing Escrow Agent a certificate above evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility, or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such fund or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s), provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer. Notwithstanding a release of escrowed funds that is authorized or required by this section, an Escrow Agent may refuse to release funds from an escrow account if the Escrow Agent, in its judgment has sufficient cause to believe the certificate confirming substantial completion or determining the amount necessary for substantial completion is fraudulent or without factual basis.

All funds released under this sub-paragraph B shall be delivered to Developer within three (3) business days after all of the conditions causing the release have been satisfied, provided, however, the Escrow Agent shall not be obligated to release any funds until it can satisfactorily ascertain, that said funds deposited have been "paid," "settled," and "fully collected" as such terms are defined under the provision of MCL 440.4100 et sequitur.

3. Release of Interest Upon Escrowed Funds.

Escrow Agent shall be under no obligation to earn interest upon the escrowed sums held pursuant hereto. In the event that interest upon such sums is earned, however, all such interest shall be separately accounted for by the Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder, provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

4. Other Adequate Security.

If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable Letter of Credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent.

5. In the Event Elements or Facilities Remain Incomplete.

If Escrow Agent is holding in escrow funds or other security for completion or incomplete elements or facilities under Section 103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

A. Escrow Agent shall upon request give all statutorily required notice under Section 103b(7) of the Act.

B. If Developer, the Villages of Country Creek Association, and any other party or parties asserting a claim to or interest in the escrow deposit, enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under Section 103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

C. Failing written agreement as provided in paragraph 5B above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

- (1) Initiate an interpleader action in any Circuit Court in the State of Michigan naming the Developer, the Villages of Country Creek Association, and all other claimants and interested parties as parties and deposit all funds or other security in escrow under Section 103b(7) of the Act with the Clerk of such Court in full acquittance of its responsibilities under this Agreement; or
- (2) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Villages of Country Creek Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under Section 103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any Circuit Court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

6. Proof of Occurrence; Confirmation of Substantial Completion; Determination of Cost to Complete.

Escrow Agent may require reasonable proof of occurrence of any of the events, actions, or conditions stated herein before releasing any sums held by it pursuant to any Purchase Agreement either to Purchaser thereunder or to Developer. Whenever Escrow Agent is required hereby to confirm that a facility, element, structure, improvement, or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans, and specifications therefor, it may base such confirmation entirely upon the certificate of a licensed professional engineer or architect. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures, and improvement for which escrowed funds are being specifically maintained shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements, or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations, and estimates as described above in retaining and releasing all escrowed funds hereunder.

7. Limited Liability of Escrow Agent; Right to Deduct Expenses from Escrow Deposits.

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

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and escrow Agent undertakes no responsibilities whatever with respect to the nature, extent, or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate, or determination of the type described in Section 6, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner, or any other party for any error in such certificate, cost estimate, or determination, or for any act or omission by the Escrow Agent in reliance thereon.

Developer hereby agrees to indemnify and hold harmless Escrow Agent for any loss or damage sustained by Escrow Agent, including, but not limited to, reasonable attorney fees resulting from any litigation arising from the performance of Escrow Agent's obligations and services, provided such litigation is not a result of Escrow Agent's wrongful act or negligence.

8. Limited Liability of Architect and Engineer.

A licensed professional architect or engineer undertaking to make a certificate hereunder shall be held to the normal standard of care required of a member of that profession in determining substantial completion and the estimated cost of substantial completion under the Act, but such architect or engineer shall not be required to have designed the improvements or item or to have inspected or to have supervised construction or installation of the improvement or item. The certificate by a licensed professional architect or engineer shall not be construed to limit the Developer's liability for any defect in construction. For purposes of this Escrow Agreement, "licensed professional engineer or architect" means a member of those professions who satisfies all requirements of the laws of this State for the practice of the profession, and who is not an employee of the Developer or of a firm in which the Developer, or an officer or director of the Developer, is a principal or holds ten percent (10%) or more of the outstanding shares of that firm.

9. Notices.

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


10. Changes in Circumstances.

The disability, bankruptcy, insolvency, or absence of a Purchaser, Developer, or Escrow Agent, or any of them, shall not affect or prevent performance by the Escrow Agent of its obligations and instructions hereunder.

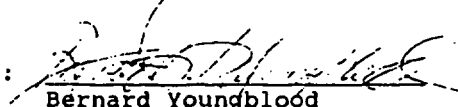
11. No Notification.

If no notification has been received by Escrow Agent within three (3) years from the date of this Escrow Agreement, Escrow Agent may, after thirty (30) days written notice to Developer and Purchaser, deliver the escrowed assets to the Clerk of the Circuit Court of Oakland County, Michigan.

AMERICAN QUALITY HOMES, INC.,
a Michigan Corporation,
Developer

By: 
Bernard Glieberman
Its: President
7380 Meadowridge Circle
West Bloomfield, MI 48322

TRANSAMERICA TITLE INSURANCE
COMPANY, Escrow Agent

By: 
Bernard Youngblood
Its: District Manager
33762 Schoolcraft
Livonia, MI 48150

VILLAGES OF COUNTRY CREEK

LIMITED WARRANTY

1. **Name and Address of Warrantor.** The name of the Warrantor (i.e. the entity making this Limited Warranty) is American Quality Homes, Inc., whose address is 7380 Meadowridge Circle, West Bloomfield, MI 48322, and whose phone number is (313) 661-4422.

2. **Terms.** The terms of the various coverages of this Limited Warranty begin on the date on which your Condominium Unit is deeded to you, (the closing) or as otherwise provided in this Limited Warranty.

3. **Coverage.**

(a) For a period of one year after closing, the floors, ceilings, walls and other internal structural components of the residential structure (hereinafter DWELLING) erected within your Condominium Unit which are not covered by other portions of this Limited Warranty will be free of defects in material or workmanship.

(b) For a period of one (1) year after closing, your Condominium Unit and the Common Elements which are not covered by other portions of this Limited Warranty, and which are attached to or contained within your Condominium Unit site, will be free of defects in materials or workmanship.

(c) For a period of one (1) year after their initial construction, the Common Elements which are not covered by other portions of this Limited Warranty will be free of defects in material and workmanship.

4. **Manufacturers' Warranties.** We assign and pass through to you any manufacturers' warranties on all appliances and equipment located in the dwelling erected within your Condominium Unit. The following are examples of such appliances and equipment, although not every dwelling includes all of these items and some dwellings may include appliances or equipment not in this list: refrigerator, range, furnace, washing machine, dishwasher, garbage disposal, ventilating fan and air conditioner. We do not hereby represent that any such appliances and/or equipment have manufacturers' warranties. To the extent that any such manufacturers' warranties exist on such appliances and/or equipment as may be provided in the dwelling erected within your Condominium Unit, we hereby assign such manufacturers' warranties to you.

5. **Exclusions from Coverage.** We do not assume responsibility for any of the following (either with respect to your Condominium Unit, the dwelling erected thereon, or to the Common Elements of the Project) all of which are excluded from the coverage of this Limited Warranty:

(a) Defects in appliances and pieces of equipment which are covered by manufactured warranties. (We have assigned any such manufacturer's warranties to you and you should follow the procedures in these warranties if defects appear in these items.)

(b) Damage due to ordinary wear and tear, abusive use, modification, or lack of proper maintenance of your Condominium Unit, the dwelling constructed therein, or the Common Elements.

(c) Conditions which are the result of characteristics common to the materials used, such as (but not limited to) warping and deflection of wood; fading, chalking, and checking of paint due to sunlight; cracks due to drying and curing of concrete, stucco, plaster, bricks and masonry; damage to concrete resulting from use of salt, chemicals or other de-icing agents; drying, shrinking and cracking of caulking and weather stripping; cracks in tile or cement and heaving of tile or cement; sound transmission within or without the dwelling erected within your Condominium Unit, including noise from pipes, appliances and fixtures; settlement of

the dwelling erected within your Condominium Unit or the ground under or around the dwelling or under or around other Units' dwellings or Common Elements.

(d) Damage to or destruction of any tree, shrub or plant growth which is native to the Condominium site and which remains after completion of construction of the Condominium Project, regardless of warrantor's care to protect any tree, shrub or plant growth in either its original or relocated site.

(e) Defects in items installed by you or by anyone else except us or (if requested by us) our sub-contractors.

(f) Work done by you or anyone else except us or (if requested by us) our sub-contractors.

(g) Loss or injury due to the elements.

(h) Conditions resulting from condensation on, or expansion or contraction of, materials.

(i) Consequential or incidental damages.

(j) Loss or damage which Purchaser has not taken timely action to minimize.

(k) Any existing environmental or ecological conditions on the subject property.

(l) Nail pops and minor cracks in the drywall will be repaired only once during the warranty period. This is done during the eleventh month of the warranty period. We will not be obligated to repaint the areas repaired, said obligation resting solely with the Purchaser.

6. **No Other Warranties.** THIS LIMITED WARRANTY IS THE ONLY WARRANTY THAT WE GIVE. THERE ARE NO IMPLIED WARRANTIES OF ANY KIND AND/OR FOR THE BENEFIT OF ANY ENTITY, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY AND CONFORMANCE WITH PLANS AND SPECIFICATIONS. THIS WARRANTY ALSO EXCLUDES ANY CONDITION WHICH MAY BE DEEMED IN VIOLATION OF ENVIRONMENTAL LAWS, RULES, POLICIES, OR REGULATIONS, AND/OR ANY CONDITIONS OF TOXIC WASTE OR HAZARDOUS SUBSTANCES. YOU AND/OR THE ASSOCIATION OF CO-OWNERS MAY BE REQUIRED TO PAY SUBSTANTIAL SUMS FOR THE REPAIR OF DEFECTS WHICH MAY OCCUR AND WHICH ARE NOT COVERED BY THIS LIMITED WARRANTY. NO SALES REPRESENTATIVE OF THE UNDERSIGNED IS AUTHORIZED TO DEVIATE FROM THIS PROVISION.

7. **Claims Procedure.** Except for emergencies, you may submit warranty claims in writing to the warrantor at the following times: (1) within ninety (90) days after the closing of your Unit; or (2) within eleven (11) months after the closing of your Unit. If a defect appears which you think is covered by this Limited Warranty, you must write a letter describing it to our office at the address appearing in Paragraph #1 of this Limited Warranty. We will not assume responsibility for responding to any written letter delivered to us more than fourteen (14) days after the expiration of the one year warranty period, even if the defects that are claimed in the letter may have arisen within the one year warranty period. You must tell us in your letter what times during the day you will be home, so that we can schedule service calls appropriately. If delay will cause extra damage, telephone us. Only emergency reports will be taken by phone.

If the claim is for a Common Element, it must be made through the Association Board of Directors or the Advisory Committee if the Developer still controls the Board of Directors.

8. **Repairs.** Upon receipt of your written report of a defect, we will inspect your Unit and/or the dwelling erected therein. If a defective item is covered by this Limited Warranty, we will repair or replace it at no charge to you within sixty (60) days after our inspection (longer if weather conditions, labor

problems, or materials shortages cause delays). The work will be done by us or subcontractors chosen by us. The choice between repair and replacement is ours.

9. **Not Transferable.** This Limited Warranty is extended to you only if you are the first purchaser of your Condominium Unit. When the first Purchaser sells the Unit or moves out of it, this Limited Warranty automatically terminates.

10. **Arbitration.** ANY CONTROVERSY OR CLAIM WHICH MIGHT BE THE SUBJECT OF A CIVIL ACTION BETWEEN THE WARRANTOR AND THE PURCHASER OR ANYONE CLAIMING UNDER THE PURCHASER, SHALL BE SETTLED IN ACCORDANCE WITH THE CONSTRUCTION INDUSTRY ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREON.

Date of Closing: _____ PURCHASER(S): _____

Unit No.: _____

DEVELOPER:

AMERICAN QUALITY HOMES, INC.,
a Michigan Corporation

By: _____
Bernard Glieberman
Its: President

VILLAGES OF COUNTRY CREEK

NOTICE, RECEIPT AND ACKNOWLEDGEMENT

NOTICE TO PURCHASER(S): Stated below are the provisions of Section 84(A) of the Condominium Act of 1978, as amended (Act 59 of the Michigan Public Acts of 1978, as amended), hereinafter referred to as the "Act." A copy of this section of the Act is being submitted to Purchaser to comply with the requirements of the Act. by signing below, the Purchaser acknowledges that Purchaser has reviewed this section of the Act and has received from the Developer a copy of the recorded Master Deed, signed Purchase Agreement, Escrow Agreement, Condominium Buyer's Handbook, and Disclosure Statement.

Section 84 of the Act provides in part:

(1) The Developer shall provide copies of all of the following documents to a prospective purchaser of a Condominium Unit, other than a business Condominium Unit:

- (a) The recorded Master Deed.
- (b) A copy of a Purchase Agreement that conforms with Section 84 of the Act, and that is in a form in which the Purchaser may sign the Agreement.
- (c) A Condominium Buyer's Handbook. The handbook shall contain, in a prominent location and in boldface type, the name, telephone number, and address of the person designated by the administrator to respond to complaints. The handbook shall contain a listing of the available remedies as provided in Section 145 of the Act.
- (d) A Disclosure Statement relating to the project containing all of the following:
 - (i) An explanation of the Association of Co-owners' possible liability pursuant to Section 58 of the Act.
 - (ii) The names, addresses, and previous experience with condominium projects of each Developer and any management agency, real estate broker, residential builder, and residential maintenance and alteration contractor.
 - (iii) A projected budget for the first year of operation of the Association of co-owners.
 - (iv) An explanation of the escrow arrangement.
 - (v) Any express warranties undertaken by the Developer, together with a statement that express warranties are not provided unless specifically stated.
 - (vi) If the Condominium Project is an expandable Condominium Project, an explanation of the contents of the Master Deed relating to the election to expand the Project prescribed in Section 32 of the Act, and an explanation of the material consequences of expanding the Project.
 - (vii) If the Condominium Project is a contractible Condominium Project, an explanation of the contents of the Master Deed relating to the election to contract the Project prescribed in Section 33 of the Act, an explanation of the material consequences of contracting the Project, and a statement that any structures

or improvements proposed to be located in a contractible area need not be built.

- (viii) If Section 66(2)(j) of the Act is applicable, an identification of all structures and improvements labeled pursuant to Section 66 of the Act "need not be built."
- (ix) If Section 66(2)(j) of the Act is applicable, the extent to which financial arrangements have been provided for completion of all structures and improvements labeled pursuant to Section 66 of the Act "must be built."
- (x) Other material information about the Condominium Project and the Developer that the administrator requires by rule.

(2) A Purchase Agreement may be amended by agreement of the Purchaser and Developer before or after the Agreement is signed. An amendment to the Purchase Agreement does not afford the Purchaser any right or time to withdraw in addition to that provided in Section 84(2) of the Act. An amendment to the Condominium documents effected in the manner provided in the documents or provided by law does not afford the Purchaser any right or time to withdraw in addition to that provided in Section 84(2) of the Act.

(3) At the time the Purchaser receives the documents required in subsection (1) the developer shall provide a separate form that explains the provisions of this Section. The signature of the Purchaser upon this form is prima facie evidence that the documents required in subsection (1) were received and understood by the Purchaser.

(4) With regard to any documents required under this Section, a Developer shall not make an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

(5) The Developer promptly shall amend a document required under this Section to reflect any material change or to correct any omission to the document.

(6) In addition to other liabilities and penalties, a Developer who violates this Section is subject to Section 115 [of the Act, which Section imposes penalties upon a Developer or any other person who fails to comply with the Condominium Act or any rule, agreement, or Master Deed and may make a Developer liable to a purchaser of Unit for damages.]

Dated: _____

Purchaser

Unit No.: _____

Purchaser

**FIRST AMENDMENT TO MASTER DEED OF
VILLAGES OF COUNTRY CREEK**

American Quality Homes, Inc., a Michigan Corporation, whose address is 7380 Meadowridge Circle, West Bloomfield, Michigan 48322, being the Developer of Villages of Country Creek, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 23, 1993, in Liber 14191, Pages 843 through 893, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 838, hereby amends the Master Deed of Villages of Country Creek, and Article VI for the purpose of enlarging the Condominium from 51 Units to 149 Units by the addition of land described in paragraph 7 below and reallocated percentages of value as set forth in Article V paragraph B and pursuant to the authority received in Article VIII of the Master Deed and Article VII of Exhibit A to the Master Deed, for the purpose of imposing further restrictions requested by Oakland Township. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed, and Exhibits A thereto, shall be amended in the following manner:

1. Section 3, Article VI, of the Condominium By-Laws, which is Exhibit A to the Master Deed of Villages of Country Creek, shall be amended by the addition of the following restrictions.

Any residences constructed on Units that back up to the detention basin along Adams Road or that back up to Silverbell Road, shall be of brick construction up to the belt line. These would be Units 1 & 2 and Units 42 through 51, inclusive. The Developer assigns its rights to review all plans for construction or landscaping under this Section to the Association Board of Directors, who may assign it to an architectural and/or landscape review committee, at the conclusion of the construction and sales period.

2. A new Section 21 as follows below shall be added to Article VI of the Condominium By-Laws.

Section 21. A detailed written plan for the landscaping of each Condominium Unit shall be prepared by a landscape architect or a person in the business of landscape design. Such plan shall be submitted to and subject to approval by the review body referenced in Section 3 of Article VI, above, as the review body for landscape plans. Such review body shall also have the right and obligation to insure that all landscaping is planted and installed consistent with the approved plan, and to remove landscaping which is not consistent with the approved plan. Such review body shall have the further obligation to insure the removal of dead landscaping materials.

3. Article VIII of the Condominium By-Laws, which is Exhibit A to the Master Deed of Villages of Country Creek shall have added the following section which shall be Section 7.

No amendment shall be made to Article VI, Section 3, Section 4, Section 12, Section 14, Section 16, Section 19, or Section 21 without the prior written approval of Oakland Township or its successor.

4. Condominium By-Laws, Exhibit A to the Master Deed of Villages of Country Creek, Article VIII, Section 3, the reference to Article III, Section 4, is hereby changed to Article XIII.

5. The following Section 21 shall be added as a new section to Article VI of the Condominium By-Laws.

The Condominium Premises, the Co-owners, and the Association shall be subject to the Agreement for Storm Water Retention and Discharge Restriction System, which the Developer entered into with the Township. No amendment of this Section may be made without the approval of the Township or its successor.

6. Amended sheets one through eight of the Condominium Subdivision Plan of Villages of Country Creek as attached hereto shall replace and supersede sheets one through four of the Condominium Subdivision Plan of Villages of Country Creek as originally recorded, and the originally recorded sheets one through four shall be of no further force or effect.

7. The following land shall be added to the Condominium project by this Amendment.

A part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan. Being more particularly described as: Beginning at a point distant north 01 degrees 21 minutes 20 seconds west, 1,115.38 feet along the east line of said Section 30, and south 88 degrees 09 minutes 11 seconds west, 805.84 feet from the southeast corner of said Section 30; thence from said point of beginning and continuing south 88 degrees 09 minutes 11 seconds west, 206.78 feet; thence south 01 degree 50 minutes 49 seconds east, 305.00 feet; thence south 88 degrees 09 minutes 11 seconds west, 185.62 feet; thence north 70 degrees 59 minutes 53 seconds west, 127.52 feet; thence south 87 degrees 00 minutes 00 seconds west, 282.05 feet; thence south 03 degrees 00 minutes 00 seconds east, 2.65 feet; thence south 87 degrees 00 minutes 00 seconds west, 120.00 feet; thence north 03 degrees 00 minutes 00 seconds west, 863.55 feet; thence 366.00 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a central angle of 41 degrees 56 minutes 26 seconds and a chord length of 357.88 feet which bears north 23 degrees 58 minutes 13 seconds west; thence north 88 degrees 09 minutes 11 seconds east, 494.00 feet; thence south 37 degrees 54 minutes 29 seconds east, 141.74 feet; thence north 88 degrees 09 minutes 11 seconds east, 266.43 feet; thence south 41 degrees 07 minutes 41 seconds, east 154.64 feet; thence south 01 degree 56 minutes 07 seconds east, 60.00 feet; thence south 09 degrees 44 minutes 57 seconds west, 100.32 feet; thence north 88 degrees 09 minutes 11 seconds east, 48.32 feet; thence south 03 degrees 51 minutes 57 seconds east, 110.22 feet; thence 8.49 feet along the arc of a curve to the right, said curve having a radius of 241.00 feet, a central angle of 02 degrees 01 minute 08 seconds and a chord length of 8.49 feet which bears north 87 degrees 08 minutes 37 seconds east; thence north 88 degrees 09 minutes 11 seconds, east 19.39 feet; thence south 01 degree 50 minutes 49 seconds east, 132.00 feet; thence north 88 degrees 09 minutes 11 seconds east, 66.68 feet; thence south 01 degree 50 minutes 49 seconds east, 170.00 feet; thence south 88 degrees 09 minutes 11 seconds west, 2.82 feet; thence south 01 degree 50 minutes 49 seconds east, 120.00 feet to the point of beginning and containing 21.77 acres and being subject to easements and restrictions of record.

8. Amended Article V, Sub-paragraph B, of the Master Deed of Villages of Country Creek as set forth below shall replace and supersede Article V, Sub-paragraph B, of the Master Deed of the originally recorded Article V, Sub-paragraph B, which shall be of no further force or effect.

**FIRST AMENDED ARTICLE V SUB-PARAGRAPH B
OF THE MASTER DEED OF
VILLAGES OF COUNTRY CREEK**

Article V

B. The percentages of value assigned to each Unit shall be equal for all 149 Units. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material difference among the Units and so far as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each co-owners respective share of the common elements of the Condominium Project, the proportionate share of each respective co-owner in the proceeds and the expenses of administration and the value of such co-owners' vote at meetings of the Association. The total value of the Project is (100%).

In all respects, other than as hereinabove indicated, the Master Deed of Villages of Country Creek as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Dated: April 26, 1994

WITNESSES:

American Quality Homes, Inc.

_____/s/
Rosemary S. Wilson

_____/s/
By: Bernard Gliberman
Its: President

_____/s/
Robert Stillman

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 26th day of April, 1994, the foregoing Amendment to the Master Deed was acknowledged before me by Bernard Gliberman, President of and on behalf of American Quality Homes, Inc.

_____/s/
Rosemary S. Wilson, Notary Public
Oakland County, Michigan
My Commission Expires: 11/12/96

Drafted By and Return To:

James P. Babcock, Attorney at Law
21610 Eleven Mile Road, Suite One
St. Clair Shores, Michigan 48081
(313) 445-1660

SECOND AMENDMENT TO MASTER DEED OF VILLAGES OF COUNTRY CREEK

American Quality Homes, Inc., a Michigan Corporation, whose address is 41050 Vincent Court, Novi, Michigan 48375, being the Developer of Villages of Country Creek, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 23, 1993, in Liber 14191, Pages 843 through 893, both inclusive, and as amended in Liber 14702, Pages 371 through 381, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 838, hereby amends the Master Deed of Villages of Country Creek to accommodate the requirements of Oakland Township, pursuant to the authority received in the Master Deed and because there are no other Co-owners or mortgagees who have an interest in the property at this time other than the Developer. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds said Master Deed and Exhibit A thereto shall be amended in the following manner:

1. The following Article VI, Section 12, shall replace and supersede Article VI, Section 12, of Exhibit A to the Master Deed of Villages of Country Creek as originally recorded and such originally recorded Article VI, Section 12, shall be of no further force or effect.

Section 12 No Co-owner shall perform any landscaping nor plant any trees, shrubs, or flowers nor place any ornamental materials upon the common elements unless approved by the Association in writing. All Units shall be landscaped and have lawns installed pursuant to an approved design within ninety (90) days of initial move in to a residential structure located on that Unit, unless weather conditions prohibit, in which case it shall be completed as soon thereafter as practical.

2. The following Article VI, Section 21, shall replace and supersede Article VI, Section 21, of Exhibit A to the Master Deed of Villages of Country Creek as originally recorded and such originally recorded Article VI, Section 21, shall be of no further force or effect.

Section 21 A detailed written plan for the landscaping of each Condominium Unit shall be prepared by a landscape architect or a person in the business of landscape design. Such plan shall be submitted to and subject to approval by the review body referenced in Section 3 of Article VI, above, as the review body for landscape plans. Such review body shall also have the right and obligation to insure that all landscaping is planted and installed consistent with the approved plan, and to remove landscaping which is not consistent with the approved plan. Such review body shall have the further obligation to insure the removal and replacement of dead landscaping materials.

3. The following Section 22, Article VI of the Condominium By-Laws as written below shall replace and supersede the same section that was added by paragraph 5 under the First Amendment to the Master Deed of Villages of Country Creek recorded in Liber 14702, Pages 371 through 378 and that originally recorded paragraph 5 of the First Amendment to the Master Deed of the Villages of Country Creek shall be of no further force or effect.

Section 22 The Condominium premises, the Co-owners, and the Association shall be subject to the Agreement for Storm Water Retention and Discharge Restriction System and Maintenance Plan and the Private Road Maintenance Agreement which the Developer entered into with the Township. No amendment of this section may be made without the approval of the Township or its successor.

In all respects, other than as hereinabove indicated, the Master Deed of Villages of Country Creek as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Dated: June 16, 1994

The foregoing Amendment is consented to by the Township of Oakland.

WITNESSES:

Charter Township of Oakland
a Michigan Municipal Corp.

By: _____

Its: _____

And By: _____

Its: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 1994, by _____, its _____ and _____ its _____ on behalf of the Township.

Notary Public
County, Michigan

My Commission Expires: _____

WITNESSES:

American Quality Homes, Inc.

Mary Ann Dalglis
MARY ANN DALGLISH

Bernard Gliberman
By: Bernard Gliberman
Its: President

William L. Babcock
WILLIAM L. BABCOCK

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 16 day of June, 1994, the foregoing Amendment to the Master Deed was acknowledged before me by Bernard Gliberman, President of and on behalf of American Quality Homes, Inc.

Hannah L. Purcell
_____, Notary Public
_____, County, Michigan
My Commission Expires: 11/15/95
HANNAH L. PURCELL
NOTARY PUBLIC - OAKLAND COUNTY, MICH
MY COMMISSION EXPIRES 3-25-95

Drafted By and Return To:

James P. Babcock, Attorney at Law
21610 Eleven Mile Road, Suite One
St. Clair Shores, Michigan 48081
(313) 445-1660

THIRD AMENDMENT TO MASTER DEED OF
VILLAGES OF COUNTRYCREEK

American Quality Homes, Inc., a Michigan corporation, whose address is 41050 Vincent Court, Novi, Michigan, 48375, being the Developer of Villages of Country Creek, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 23, 1993, in Liber 14191, Pages 843 through 893, both inclusive, and as first amended in Liber 14702, Pages 371 through 381, both inclusive, and as amended again in Liber 14770, Pages 662 through 663, both inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 838, hereby amends the Master Deed of Villages of Country Creek, consistent with the authority reserved in the Master Deed. Upon the recording of this Amendment in the Office of the Oakland County Register of Deeds said Master Deed shall be amended in the following manner:

1. Section 12 of Article VI shall be amended to read as follows:

Section 12. No Co-owner shall perform any landscaping nor plant any trees, shrubs or flowers nor place any ornamental materials upon the common elements unless approved by the Association in writing.

2. Section 21 of Article VI of the By-Laws shall be amended to read as follows:

Section 21. The following provisions shall apply to landscaping, accessory structures and fences on Condominium Units.

- (a) Landscaping. Developer of the Project shall prepare and have approved by the Township of Oakland at least one basic landscaping plan for each of the various home styles to be constructed on the Condominium premises. Upon sale of each Condominium Unit, the purchaser will be provided with a copy of the plan or plans approved for the respective style of home purchased. Within ninety (90) days of issuance of a certificate of occupancy for the respective unit, with reasonable extensions for prohibitive weather conditions, the Co-owner shall be responsible for planting sod on all areas of the Unit to be lawn areas, and within one (1) year of Certificate of Occupancy, the Co-Owner shall be responsible for implementing the balance of
- C/MS

landscaping on the property consistent with the plan. Material deviations from the plan must be approved in advance by the Township provided, the Township shall not charge for its review for this purpose. Any silt fencing established on the Unit during construction shall not be removed until sod has been planted on such Unit. In the event a Co-owner shall fail or refuse to implement the landscaping as required in this Subsection 21, the Association may compel performance and the Township shall have all rights to proceed with the implementation of such landscaping as provided in Article X of the Master Deed with respect to drainage, provided that the obligation and lien for payment shall be upon the particular Condominium Unit.

- (b) Accessory Structures. No accessory buildings shall be permitted on any Unit. Accessory structures, other than accessory buildings, shall be permitted on a Condominium Unit, however, the location of accessory structures, including so-called play structures and other recreational structures, shall be restricted to an area in the backyard immediately and entirely behind the foundation of the home, with no part of a structure extending toward the side boundaries of the Unit outside of two parallel lines perpendicular with the rear boundary of the Unit, extending from the rear corners of the home to the rear boundary line; Nor shall any structure be situated in a location beyond a line parallel to and twenty (20) feet from the rear of the home foundation. As a condition to being authorized to construct an accessory structure, a scale drawing shall be submitted to and approved by the Township, provided, however, that such a submission and approval shall only be required if the Township does not charge a fee for the review of such plan. In the event a Co-owner shall fail or refuse to comply with this Subsection 21(b), the Association may compel conformance, and the Township shall have all rights to proceed with the removal of such structure as provided in Article X of the Master Deed with respect to drainage, provided that the obligation and lien for payment shall be upon the particular Condominium Unit.

Notary Public, Oakland County, MI
My Commission Expires 12-30-96

THIRD AMENDMENT TO MASTER DEED
VILLAGES OF COUNTRY CREEK

WITNESSES:

[Signature]
Sue A. Arnold
[Signature]
Joyce J. Nadler

STATE OF MICHIGAN)

)SS.

COUNTY OF OAKLAND)

AMERICAN QUALITY HOMES, INC.,
a Michigan Corporation

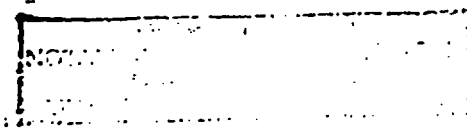
By: [Signature]

BERNARD GLIEBERMAN

Its: President

on the 13 day of February, 1995, before me personally
appeared Bernard Gliberman, as President of American Quality
Homes, Inc., and hereby executed the Third Amendment to Master Deed
of The Villages of Country Creek.

[Signature]
Notary Public
Oakland County, Michigan
My Commission Expires: 11-12-96



Drafted By:

Sue Arnold
Crosswinds Community
7380 Meadowridge Circle
West Bloomfield, MI 48322

**FIFTH AMENDMENT TO MASTER DEED OF
VILLAGES OF COUNTRY CREEK**

American Quality Homes, Inc., a Michigan Corporation, whose address is 41050 Vincent Court, Novi, Michigan 48375, being the Developer of Villages of Country Creek, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 23, 1993, in Liber 14191, Pages 843 through 893, and as amended in Liber 14702, Pages 371 through 381, and as amended in Liber 14770, Pages 662 through 663, and as amended in Liber 15254, Pages 85 through 89, all inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 838, hereby amends the Master Deed of Villages of Country Creek, pursuant to the authority received in Article VIII, Section 4, of the Condominium By-Laws, for the purpose of clarifying insurance provisions, and maintenance obligations for the lawn and walkways between the street and the Units. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed, and Exhibits A and B thereto, shall be amended in the following manner:

1. Article IV, Sections 1, 1(a) and 1(b) of Exhibit A to the Master Deed, which is the Condominium By-Laws, as set forth below shall replace and supersede Article IV, Sections 1, 1(a) and 1(b) as originally recorded, and that Article IV, Sections 1, 1(a) and 1(b) shall be of no further force or effect.

ARTICLE IV

Section 1. The Association shall, to the extent appropriate given the nature of the Common Elements of the Project, carry a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage, vandalism and malicious mischief, and liability insurance (in a minimum amount to be determined by the Developer or the Association, in its discretion, but in no event less than one million (\$1,000,000.00) dollars per occurrence, officers' and directors' liability insurance, and workers' compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements of the Condominium. The Association, through its Board of Directors, or the Developer, prior to the First Annual Meeting, may elect to undertake the responsibility for obtaining such insurance specifically described above pertinent to the ownership, use and maintenance of all Unit dwellings and their appurtenant Limited Common Elements, if any, exclusive of insurance covering the contents within a Co-owners' residence, and the cost of the insurance shall be included as an expense of administration in the Association budget; however, the Association shall under no circumstances have any obligation to obtain such insurance, nor have any liability to any person for failure to do so. If a loss is to a residence or part of a residence erected on a Unit, or the contents within a Co-owner's residence, the Co-owner shall be responsible for paying any deductible. All Co-owners will be notified of the Board's election to obtain such insurance at least sixty (60) days prior to its effectiveness. Co-owners may obtain supplementary insurance but in no event shall any such insurance coverage undertaken by a Co-owner permit a Co-owner to withhold payment of its share of the Association assessment that relates to the equivalent insurance carried by the Association. The Association shall not reimburse Co-owners for the cost of premiums resulting from the early cancellation of an insurance policy.

Such insurance, other than title insurance, shall be carried and administered in accordance with the following provisions:

- (2) All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Unless the Co-owners are notified in writing that the Association is carrying the following described insurance coverage, each Co-owner shall be responsible for obtaining a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage and vandalism and malicious mischief insurance, and liability insurance with respect to his residential dwelling, interior and exterior, and on all other

improvements constructed or to be constructed within his Condominium Unit perimeter, together with Limited Common Elements, if any, appurtenant to his Unit, whether located within or outside the perimeter of his Unit. Notwithstanding any insurance coverage that may be maintained by the Association, at all times each Co-owner shall be responsible for obtaining a standard "all risk" insurance policy, which includes, among other things, fire and extended coverage and vandalism and malicious mischief insurance, and liability insurance, with respect to his personal property located within or outside of his Condominium Unit perimeter, on any Limited Common Elements or elsewhere in the Condominium, and also for alternative living expense in the event of fire. All such insurance shall be carried by each Co-owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. In the event of the failure of a Co-owner to obtain such insurance, the Association may obtain such insurance on behalf of such Co-owner and the premiums therefor shall constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner the Association assessments are collected in accordance with Article II above. Unless the Co-owners are notified in writing that the Association is carrying the following described insurance coverage, each Co-owner shall also be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Condominium Unit or within the residential dwelling located thereon, and on Limited Common Elements, if any, appurtenant thereto, regardless of where located. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this subsection (a) to be the responsibility of the Co-owner to obtain, nor shall the Association have any liability to any person for failure to do so. Each Co-owner shall file a copy of such insurance policy, or policies, including all endorsements thereon, or, in the Association's discretion, certificates of insurance or other satisfactory evidence of insurance, with the Association in order that the Association may be assured that such insurance coverage is in effect. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association or any Co-owner shall contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

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

2. Article IV, Section C-2, of the Master Deed, shall have added to it the following language:

Article IV

C-2...Co-owners shall also be responsible for shoveling the snow on any walkways and for maintaining the lawn located between the edge of their Units and the curb of the roadway.

In all respects, other than as hereinabove indicated, the Master Deed of Villages of Country Creek as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Dated: _____

WITNESSES:

AMERICAN QUALITY HOMES, INC.

Scott C. Day

[Signature]
By: Bernard Gliberman
Its: President

RLA RL

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 17 day of December, 1996, the foregoing Amendment to the Master Deed of Villages of Country Creek was acknowledged before me by Bernard Gliberman, President of and on behalf of American Quality Homes, Inc.

Tina M. Maga
Tina M. Maga, Notary Public
Wayne County, Michigan
My Commission Expires: *July 18, 2001*

Drafted By and Return To:

James P. Babcock, Attorney at Law
21610 Eleven Mile Road, Suite One
St. Clair Shores, Michigan 48081
(313) 445-1660

***FOURTH AMENDMENT TO MASTER DEED OF
VILLAGES OF COUNTRY CREEK***

American Quality Homes, Inc., a Michigan Corporation, whose address is 41050 Vincent Court, Novi, Michigan 48375, being the Developer of Villages of Country Creek, a Condominium Project established pursuant to the Master Deed thereof, recorded on November 23, 1993, in Liber 14191, Pages 843 through 893, and as amended in Liber 14702, Pages 371 through 381, and as amended in Liber 14770, Pages 662 through 663, and as amended in Liber 15254, Pages 86 through 89, all inclusive, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 838, hereby amends the Master Deed of Villages of Country Creek, pursuant to the authority received in Article VI thereof for the purpose of enlarging the Condominium Project from 149 Units to 196 Units by the addition of land and reallocating percentages of value set forth in Article V, Sub-paragraphs B of said Master Deed. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed, and Exhibits A and B thereto, shall be amended in the following manner:

1. Land shall be added to the Condominium Project by this Amendment so that the total legal description of the property in the Condominium is as follows:

A part of the southeast 1/4 of Section 30, Town 4 north, Range 11 east, Oakland Township, Oakland County, Michigan, being more particularly described as: Beginning at a point distant north 01 degree 21 minutes 20 seconds west, 1115.38 feet along the east line of said Section 30, said line also being the centerline of Adams Road (33 feet wide - 1/2 width) from the southeast corner of said Section 30; thence from said point of beginning south 88 degrees 09 minutes 11 seconds west, 1012.62 feet; thence south 01 degree 50 minutes 49 seconds east, 1115.30 feet to a point on the south line of said Section 30, said line also being the centerline of Silverbell Road (33 feet wide - 1/2 width); thence south 88 degrees 09 minutes 20 seconds west, 535.20 feet along said south line of Section 30 and centerline of Silverbell Road; thence north 01 degree 50 minutes 40 seconds west, 288.00 feet; thence 263.58 feet along the arc of a curve to the left, said curve having a radius of 340.00 feet, central angle of 44 degrees 25 minutes 04 seconds, a chord length of 257.03 feet and a chord bearing of north 24 degrees 03 minutes 12 seconds west; thence 188.77 feet along the arc of a curve to the right, said curve having a radius of 250.00 feet, central angle of 43 degrees 15 minutes 43 seconds, a chord length of 184.31 feet a chord bearing of north 24 degrees 37 minutes 52 seconds west; thence north 03 degrees 00 minutes 00 seconds west, 1,012.60 feet; thence 366.00 feet along the arc of a curve to the left, said curve having a radius of 500.00 feet, a central angle of 41 degrees 56 minutes 26 seconds, a chord length of 357.88 feet and a chord bearing of north 23 degrees 58 minutes 13 seconds west; thence north 88 degrees 09 minutes 11 seconds east, 494.00 feet; thence south 37 degrees 54 minutes 29 seconds east, 141.74 feet; thence north 88 degrees 09 minutes 11 seconds east, 1,301.00 feet to a point on said east line of Section 30 and centerline of Adams Road; thence south 01 degree 21 minutes 20 seconds east, 810.00 feet along said east line of Section 30 and centerline of Adams Road to the point of beginning. Containing 49.76 acres of land and being subject to easements and restrictions of record and the rights of the public or any governmental agency over Silverbell and Adams Road.

2. Amended Article V, Sub-paragraph B, of the Master Deed of the Villages of Country Creek as set forth below shall replace and supersede Article V, Sub-paragraph B, of the Master Deed of the originally recorded and subsequently amended Article V, Sub-paragraph B, which shall be of no further force or effect.

**FOURTH AMENDED ARTICLE V SUB-PARAGRAPH B
OF THE MASTER DEED OF
VILLAGES OF COUNTRY CREEK**

Article V

B. The percentage of value assigned to each Unit shall be equal for all 196 Units. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project which would affect maintenance costs and value and concluding that there are no material difference among the Units and so far as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owners respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration and the value of such Co-owners' vote at meetings of the Association. The total value of the Project is one hundred percent (100%).

3. Amended sheets 1, 2, 3, 4, 6, 8, 9 and 10 of the Condominium Subdivision Plan of Villages of Country Creek as attached hereto shall replace and supersede sheets 1, 2, 3, 4, 6 and 8 of the Condominium Subdivision Plan of Villages of Country Creek as originally recorded and subsequently amended, and the originally recorded sheets 1, 2, 3, 4, 6 and 8 shall be of no further force or effect. The legal description of the Condominium Premises contained on said amended sheet 1 shall replace and supersede the description of said Premises contained in Article II of the originally recorded Master Deed.

In all respects, other than as hereinabove indicated, the Master Deed of Villages of Country Creek as heretofore amended, including the By-Laws and Condominium Subdivision Plan, respectively attached thereto as Exhibits A and B, recorded as aforesaid, is hereby ratified, confirmed, and redeclared.

Dated: June 19, 1995

WITNESSES:

AMERICAN QUALITY HOMES, INC.

/s/
Earl M. Addison, Jr.

/s/
By: Bernard Gliberman
Its: President

/s/
Robert Stillman

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

On this 19th day of June, 1995, the foregoing Amendment to the Master Deed of Villages of Country Creek was acknowledged before me by Bernard Gliberman, President of and on behalf of American Quality Homes, Inc.

/s/
Robert Stillman, Notary Public
Oakland County, Michigan
My Commission Expires: 03/03/97

Drafted By and Return To:

James P. Babcock, Attorney at Law
21610 Eleven Mile Road, Suite One
St. Clair Shores, Michigan 48081
(313) 445-1660