

COPY
REGISTER OF DEEDS
COUNTY OF OAKLAND

MASTER DEED

L. 12350 P. 545-6

THE MAPLES OF NOVI, MAPLE HEIGHTS

This Master Deed is made and executed on this 24TH day of JANUARY, 1992, by The Maple Group/Novi, Inc., a Michigan corporation ("Developer"), the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act."

WHEREAS, the Developer desires by recording this Master Deed, together with the Bylaws attached hereto as Exhibit A and together with the Condominium Subdivision Plan attached hereto as Exhibit B (both of which are hereby incorporated herein by 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 The Maples of Novi, Maple Heights as a Condominium Project under the Act and does declare that The Maples of Novi, Maple Heights (hereinafter referred to as the "Condominium," "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, and their successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

ARTICLE I

TITLE AND NATURE

The Condominium Project shall be known as The Maples of Novi, Maple Heights, Oakland County Condominium Subdivision Plan No. 750. 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, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. 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 the Co-owner's Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II LEGAL DESCRIPTION

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

A parcel of land located in part of the N.E. 1/4 of Section 2, T. 1 N., R. 8 E., City of Novi, Oakland County, Michigan, described as beginning at a point distant N. 89°33'08" W. 1403.86 feet along the East and West 1/4 line of said Section 2 and N. 00°26'52" E. 371.25 feet from the E. 1/4 corner of said Section 2; thence from said point of beginning and along the arc of a curve to the right, said curve having a radius of 216.00 feet, arc length of 127.78 feet; central angle of 33°53'41", a chord bearing of N. 54°26'26" W., and a chord length of 125.92 feet; thence N. 37°00'00" E. 84.19 feet; thence S. 63°31'31" E. 99.61 feet; thence S. 21°15'56" W. 103.09 feet to the point of beginning and containing 11,203 square feet or 0.257 acres more or less. Together with and subject to a certain Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as recorded in Liber 11034, Pages 570 through 592, Oakland County Records.

ARTICLE III

DEFINITIONS

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

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

Section 2. Association. "Association" means The Maples of Novi, Maple Heights Association, which is the non-profit corpo-

ration organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to The Maples of Novi, Maple Heights.

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means The Maples of Novi, Maple Heights, as a Condominium Project established in conformity with the Act.

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

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed which shall describe The Maples of Novi, Maple Heights as a completed Condominium Project and shall reflect the entire land area added to or withdrawn from the Condominium from time to time under Article VI and VII, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Oakland County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto.

Section 10. Co-owner or Owner. "Co-owner" means a person, firm, corporation, partnership, association, trust or other legal entity or any combination thereof who or which owns one or more Units in the Condominium Project. The term "Owner," wherever used, shall be synonymous with the term "Co-owner."

Section 11. Declaration. "Declaration" means that certain Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community recorded in Liber 11034, Pages 570 through 592, Oakland County Records, as amended from time to time, which creates certain relationships between The Maples of Novi, Maple Heights and adjoining land and other areas within The Maples of Novi Community.

Section 12. Developer. "Developer" means The Maple Group/Novi, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such terms are used in the Condominium Documents.

Section 13. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to Developer thereunder, shall be deemed to continue for so long as Developer owns any Unit in the Project and for so long as Developer continues or proposes to construct other residences or owns or holds an option or other enforceable purchase interest in land for residential development within The Maples of Novi development as described in the Declaration, whichever is longer.

Section 14. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are conveyed, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are conveyed, whichever first occurs.

Section 15. The Maples of Novi Community. "The Maples of Novi Community" shall mean the land area and improvements thereon, from time to time, described as such in the Declaration.

Section 16. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 17. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single residential building site in The Maples of Novi, Maple Heights, as described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All struc-

tures 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.

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

ARTICLE IV

COMMON ELEMENTS

The Common Elements of the Project, and the respective responsibilities for maintenance, decoration, repair or replacement thereof, are as follows:

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

(a) Land. The land described in Article II hereof and other common areas, when included as a part of the Condominium, not identified as Units or Limited Common Elements. All land contained within such description shall be and remain a General Common Element of the Condominium subject only to the rights of the owners of the adjoining land as set forth in the Declaration.

(b) Electrical. 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.

(c) Site Lighting. Any lights designed to provide illumination for the Condominium Premises as a whole.

(d) Telephone. The telephone system throughout the Project up to the point of connection to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(e) Gas. The gas distribution system throughout the Project up to, but not including, the gas meter for each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

✓ (f) Water. The water distribution system throughout the Project up to, but not including, the water meter for

each residential dwelling that now or hereafter is constructed within the perimeter of a Unit, including the irrigation system that lies within the Condominium Premises.

(g) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of entry to each residential dwelling that is now or hereafter constructed within the perimeter of a Unit.

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

(i) Telecommunications. The telecommunications system throughout the Project, if and when it may be installed, up to, but not including, connections to provide service to each residential dwelling that now or hereafter is constructed within the perimeter of a Unit.

(j) Beneficial Easements. The beneficial easements described in Article II above.

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

Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunication system, 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 telecommunication system, shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any.

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

(a) Driveways. Each Limited Common Element driveway as depicted on the Condominium Subdivision Plan shall be limited in use to the Unit to which it has been assigned.

(b) Other. The Developer has reserved the right in Article VIII of this Master Deed to designate Limited Common Elements within the convertible Area which may, at the Developer's discretion, be assigned as appurtenant to an individual Unit.

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

(a) Primary Responsibility of Co-owners for Units, Dwellings and Limited Common Elements. It is anticipated that a separate dwelling will be constructed within each Unit depicted on Exhibit B hereto and that various appurtenances to such dwellings may be created pursuant to Article VIII hereof, adjacent to the same. Except as otherwise expressly provided, the responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenance to each dwelling as a Limited Common Element, including by way of example and not limitation decks, shall be borne by the Co-owner of the Unit which is served thereby; provided, however, that the exterior appearance of such dwellings and appurtenant Limited Common Elements, to the extent visible from any other Unit or Common Element on the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(b) Association Responsibility for Portions of Units, Dwellings and Limited Common Elements.

(1) Roofs, Siding, Painting and/or Staining of Dwelling Exteriors. The responsibility for, and the costs of maintaining, repairing and replacing roofs and siding, and painting and/or staining of the exteriors of the dwellings constructed within the Units, but not including decks, shall be borne by the Association and shall be performed at such times and with such materials and by such contractors as the Association shall, in its sole discretion, determine from time to time. (However, the Developer may, at the time of its approval of construction of any dwelling or appurtenance require or impose, as a condition of any such approval, a larger assessment to be made against the Unit on which the same is located. The purpose of such larger assessment shall be to absorb the abnormally higher expenses which will be incurred by the Association in carrying out its responsibilities under this provision due to the nature and/or extent of additional painting, staining, maintenance or replacement required for any such dwelling or appurtenance.)

(2) Landscaping. The Association shall be responsible for maintenance, repair and replacement of the lawns and landscaping installed by the Developer wheth-

er lying inside a Unit or within the surrounding Common Elements (and any replacements thereof by the Association), except for areas containing decks, patios, privacy areas or other improvements which, in the sole discretion of the Association, are determined to be inaccessible to the landscaping maintenance equipment of the Association or its employees or contractors.

(3) Driveways. The Association shall be responsible for the maintenance, repair and replacement of driveways appurtenant to each Unit as well as for snow plowing with respect thereto.

(4) Common Lighting. The Developer may install illuminating fixtures on the Common Elements and/or within Units and designate the same as common lighting as provided in Article IV, Section 1(c) hereof. The costs of maintenance, repair and replacement of such common lighting system and fixtures (including light bulbs) shall be borne by the Association. The Developer may, in its discretion, cause the electricity for such fixtures to be borne by either the Association or Co-owners, as it deems appropriate.

(5) Other. In order to provide for flexibility in administering the Condominium, the Association, acting through its Board of Directors, may also undertake such other regularly recurring, reasonably uniform, periodic exterior maintenance functions with respect to dwellings or other improvements constructed or installed within any Unit boundaries and their appurtenant Limited Common Elements (if any) as it may deem appropriate. Nothing herein contained, however, shall compel the Association to undertake any such additional responsibilities. Any such additional services undertaken by the Association shall be charged to any affected Co-owner on a reasonably uniform basis and collected in accordance with the assessment procedures established under Article II of the Bylaws. The Developer, in the initial maintenance budget for the Association, shall be entitled to determine the nature and extent of such services and reasonable rules and regulations may be promulgated in connection therewith.

(c) General Common Elements. The cost of maintenance, repair and replacement of all General Common Elements shall be borne by the Association, subject to any provision of the Condominium Documents expressly to the contrary.

Section 4. Use of Units and Common Elements. No Co-owner shall use his or her 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 of his or her Unit or the Common Elements.

ARTICLE V

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of The Maples of Novi, Maple Heights as prepared by Zeimet-Wozniak & Associates, Inc. and attached hereto as Exhibit B. Each Unit shall consist of space contained within Unit boundaries as shown in Exhibit B hereto and delineated with heavy outlines. The vertical boundaries of the Units may vary from time to time to accommodate changes in grade elevations. Accordingly, the Developer or, upon assignment, the Association shall have the right, in its sole discretion, to modify the Condominium Subdivision Plan to depict actual ground elevations and Unit boundaries. Even if no such amendment is undertaken, easements for maintenance of structures that encroach on Common Elements have been reserved in Article X below.

Section 2. Percentage of Value. The percentage of value assigned to each Unit is equal. The percentages of value were computed on the basis that the comparative characteristics of the Units are such that it is fair and appropriate that each Unit owner vote equally and pay an equal share of the expenses of maintaining the General Common Elements. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the General Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and expenses of administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VI

EXPANSION OF CONDOMINIUM

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of The Maples of Novi, Maple Heights and consisting of two Units is intended to be the first stage of an Expandable Condominium under the Act to contain in its entirety a maximum of 160 Units. Additional Units, if any, will be established upon all or some portion or portions of the following described land:

DESCRIPTION
MAPLES OF NOVI - MAPLE HEIGHTS
PARCEL "A" - OVERALL

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W. 541.57 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 AND N. 00°26'52" E. 785.14 FEET FROM THE E. 1/4 CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 32°30'00" W. 190.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 266.00 FEET, ARC LENGTH OF 155.53 FEET, CENTRAL ANGLE OF 033°30'00", A CHORD BEARING OF S49°15'00"W, AND A CHORD LENGTH OF 153.32 FEET; THENCE S. 66°00'00" W. 163.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 701.00 FEET, ARC LENGTH OF 177.40 FEET, CENTRAL ANGLE OF 014°30'00", A CHORD BEARING OF S. 73°15'00" W., AND A CHORD LENGTH OF 176.93 FEET; THENCE S. 80°30'00" W. 226.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 297.19 FEET, CENTRAL ANGLE OF 078°50'00", A CHORD BEARING OF N. 60°05'00" W., AND A CHORD LENGTH OF 274.30 FEET; THENCE N. 20°40'00" W. 42.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, ARC LENGTH OF 35.63 FEET, CENTRAL ANGLE OF 081°39'50", A CHORD BEARING OF N. 20°09'55" E., AND A CHORD LENGTH OF 32.69 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 114.97 FEET, CENTRAL ANGLE OF 026°59'50", A CHORD BEARING OF N. 47°29'55" E., AND A CHORD LENGTH OF 113.91 FEET; THENCE N. 34°00'00" E. 63.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 315.14 FEET, CENTRAL ANGLE OF 074°00'00", A CHORD BEARING OF N. 03°00'00" W., AND A CHORD LENGTH OF 293.69 FEET; THENCE S. 88°45'55" E. 107.96 FEET; THENCE S. 57°30'00" E. 40.00 FEET; THENCE S. 39°42'50" E. 148.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 47.00 FEET, ARC LENGTH OF 96.56 FEET, CENTRAL ANGLE OF 117°42'50", A CHORD BEARING OF S. 70°51'25" E., AND A CHORD LENGTH OF 80.45 FEET; THENCE N. 78°00'00" E. 35.18 FEET; THENCE S. 43°33'38" E. 59.90 FEET; THENCE S. 11°43'33" E. 96.85 FEET; THENCE S. 79°02'55" W. 305.53 FEET; THENCE S. 40°37'58" W. 176.99 FEET; THENCE S. 63°31'31" E. 113.18 FEET; THENCE N. 78°10'49" E. 352.80 FEET; THENCE N. 66°02'24" E. 175.93 FEET; THENCE N. 60°09'49" E. 108.31 FEET; THENCE N. 23°33'33" E. 144.79 FEET; THENCE N. 72°00'14" E. 123.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 143.18 FEET, ARC LENGTH OF 28.87 FEET, CENTRAL ANGLE OF 011°33'16", A CHORD BEARING OF S. 51°43'22" E., AND A CHORD LENGTH OF 28.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, ARC LENGTH OF 31.42 FEET, CENTRAL ANGLE OF 090°00'00", A CHORD BEARING OF S. 12°30'00" E., AND A CHORD LENGTH OF 28.28 FEET; TO THE POINT OF BEGINNING AND CONTAINING 221,316 SQUARE FEET OR 5.081 ACRES MORE OR LESS.

DESCRIPTION
MAPLES OF NOVI - MAPLE HEIGHTS
PARCEL "B"

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W. 255.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 FROM THE EAST 1/4 CORNER OF SECTION 2; THENCE FROM SAID POINT OF BEGINNING; N. 89°33'08" W. 1,437.65 FEET; THENCE N. 09°30'00" E. 439.27 FEET; THENCE N. 64°00'48" E. 76.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 313.06 FEET, CENTRAL ANGLE OF 073°30'48", A CHORD BEARING OF S62°44'36"E, AND A CHORD LENGTH OF 292.03 FEET; THENCE N. 80°30'00" E. 226.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 729.00 FEET, ARC LENGTH OF 184.49 FEET, CENTRAL ANGLE OF 014°30'00", A CHORD BEARING OF N73°15'00"E, AND A CHORD LENGTH OF 184.00 FEET; THENCE N. 66°00'00" E. 163.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 294.00 FEET, ARC LENGTH OF 171.90 FEET, CENTRAL ANGLE OF 033°30'00", A CHORD BEARING OF N. 49°15'00" E., AND A CHORD LENGTH OF 169.46 FEET; THENCE N. 32°30'00" E. 458.92 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, ARC LENGTH OF 36.47 FEET, CENTRAL ANGLE OF 083°35'02", A CHORD BEARING OF N. 74°17'31" E., AND A CHORD LENGTH OF 33.32 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 324.00 FEET, ARC LENGTH OF 111.58 FEET, CENTRAL ANGLE OF 019°43'54", A CHORD BEARING OF S. 73°46'55" E., AND A CHORD LENGTH OF 111.03 FEET; THENCE S. 01°32'29" W. 977.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 753,226 SQUARE FEET OR 17.292 ACRES MORE OR LESS.

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DESCRIPTION
MAPLES OF NOVI - MAPLE HEIGHTS
PARCEL "C"

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W. 1,549.36 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 AND N. 00°26'52" E. 597.87 FEET FROM THE EAST 1/4 CORNER OF SECTION 2; THENCE FROM SAID POINT OF BEGINNING; N. 04°25'32" W. 130.00 FEET; THENCE N. 45°55'09" W. 301.85 FEET; THENCE S. 90°00'00" W. 125.00 FEET; THENCE N. 23°01'34" E. 237.43 FEET; THENCE N. 00°30'00" E. 277.68 FEET; THENCE N. 54°06'06" E. 35.02 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 25.25 FEET, CENTRAL ANGLE OF 006°41'55", A CHORD BEARING OF S. 74°48'19" E., AND A CHORD LENGTH OF 25.24 FEET; THENCE S. 71°27'22" E. 74.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 87.49 FEET, CENTRAL ANGLE OF 020°32'38", A CHORD BEARING OF S. 81°43'41" E., AND A CHORD LENGTH OF 87.02 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 090°00'00", A CHORD BEARING OF S. 47°00'00" E., AND A CHORD LENGTH OF 35.36 FEET; THENCE S. 02°00'00" E. 37.87 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 35.81 FEET, CENTRAL ANGLE OF 009°30'00", A CHORD BEARING OF S. 02°45'00" W., AND A CHORD LENGTH OF 35.77 FEET; THENCE S. 07°30'00" W. 72.88 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 202.28 FEET, CENTRAL ANGLE OF 047°30'00", A CHORD BEARING OF S. 16°15'00" E., AND A CHORD LENGTH OF 196.54 FEET; THENCE S. 40°00'00" E. 102.01 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 278.97 FEET, CENTRAL ANGLE OF 074°00'00", A CHORD BEARING OF S. 03°00'00" E., AND A CHORD LENGTH OF 259.98 FEET; THENCE S. 34°00'00" W. 63.80 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 93.83 FEET, CENTRAL ANGLE OF 024°53'25", A CHORD BEARING OF S. 46°26'43" W., AND A CHORD LENGTH OF 93.10 FEET TO THE POINT OF BEGINNING AND CONTAINING 198,757 SQUARE FEET OR 4.563 ACRES MORE OR LESS.

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| DESCRIPTION
MAPLES OF NOVI - MAPLE HEIGHTS
PARCEL "D"

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. 1578.73 FEET ALONG THE NORTH LINE OF SAID SECTION 2 AND S. 00°59'58" W. 1308.87 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 21°00'00" W. 17.07 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 59.62 FEET, CENTRAL ANGLE OF 014°00'00", A CHORD BEARING OF S. 14°00'00" W., AND A CHORD LENGTH OF 59.47 FEET; THENCE S. 07°00'00" W. 262.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 38.33 FEET, CENTRAL ANGLE OF 009°00'00", A CHORD BEARING OF S. 02°30'00" W., AND A CHORD LENGTH OF 38.29 FEET; THENCE S. 02°00'00" E. 44.91 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 090°00'00", A CHORD BEARING OF S. 43°00'00" W., AND A CHORD LENGTH OF 35.36 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 77.45 FEET, CENTRAL ANGLE OF 020°32'38", A CHORD BEARING OF N. 81°43'41" W., AND A CHORD LENGTH OF 77.03 FEET; THENCE N. 71°27'22" W. 74.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 28.53 FEET, CENTRAL ANGLE OF 006°41'55", A CHORD BEARING OF N. 74°48'19" W., AND A CHORD LENGTH OF 28.51 FEET; THENCE N. 00°30'00" E. 116.18 FEET; THENCE N. 89°30'00" W. 184.00 FEET; THENCE N. 00°30'00" E. 133.31 FEET; THENCE N. 14°00'00" E. 267.64 FEET; THENCE N. 79°06'44" E. 139.12 FEET; THENCE S. 43°30'00" E. 59.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 127.00 FEET, ARC LENGTH 70.53 FEET, CENTRAL ANGLE OF 31°49'11", A CHORD BEARING OF S. 59°24'36" E. AND A CHORD LENGTH OF 69.63 FEET; THENCE S. 75°19'11" E. 121.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, ARC LENGTH OF 33.62 FEET, CENTRAL ANGLE OF 96°19'11", A CHORD BEARING OF S. 27°09'36" E., AND A CHORD LENGTH OF 29.80 FEET TO THE POINT OF BEGINNING AND CONTAINING 174,671 SQUARE FEET OR 3.982 ACRES MORE OR LESS.

1218J7L

DESCRIPTION
MAPLES OF NOVI - MAPLE HEIGHTS
PARCEL "E"

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°00'02" W. 1577.35 FEET ALONG THE NORTH LINE OF SAID SECTION 2 AND S. 00°59'58" W. 1003.26 FEET FROM THE N.E. CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING N. 90°00'00" E. 141.92 FEET; THENCE S. 62°30'00" E. 27.43 FEET; THENCE S. 00°00'00" E. 276.32 FEET; THENCE S. 21°00'00" W. 94.52 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 88.46 FEET, ARC LENGTH OF 21.61 FEET, CENTRAL ANGLE OF 014°00'00", A CHORD BEARING OF S. 14°00'00" W., AND A CHORD LENGTH OF 21.56 FEET; THENCE S. 07°00'00" W. 124.74 FEET; THENCE S. 26°40'00" W. 84.73 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 323.17 FEET, ARC LENGTH OF 149.94 FEET, CENTRAL ANGLE OF 026°35'02", A CHORD BEARING OF S. 13°22'29" W., AND A CHORD LENGTH OF 148.60 FEET; THENCE S. 88°00'00" W. 70.19 FEET N. 02°00'00" W. 67.39 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 33.93 FEET, CENTRAL ANGLE OF 009°00'00", A CHORD BEARING OF N. 02°30'00" E., AND A CHORD LENGTH OF 33.89 FEET; THENCE N. 07°00'00" E. 262.83 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 52.78 FEET, CENTRAL ANGLE OF 014°00'00", A CHORD BEARING OF N. 14°00'00" E., AND A CHORD LENGTH OF 52.65 FEET; THENCE N. 21°00'00" E. 81.47 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 215.06 FEET, CENTRAL ANGLE OF 050°30'00", A CHORD BEARING OF N. 04°15'00" W., AND A CHORD LENGTH OF 208.17 FEET; THENCE N. 29°30'00" W. 55.00 FEET; THENCE TO THE POINT OF BEGINNING AND CONTAINING 86,681 SQUARE FEET OR 1.990 ACRES MORE OR LESS.

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

Section 2. Increase in Number of Units. Any other provisions of this Master Deed notwithstanding, the number of Units in the Project and Common Elements may, at the option of the Developer, from time to time, within a period ending no later than six years from the date of recording this Master Deed, be increased by the addition to this Condominium of any portion of the area of future development. No Unit shall be created within the area of future development that is not restricted exclusively to residential or recreational use which may include, without implication of limitation, a golf course, golf paths, cart paths, club house, nature trails, jogging paths and other related incidental uses.

Section 2. Expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to enlarge the Condominium Project beyond the phase established by this Master Deed and the Developer may, in its discretion, establish all or a portion of said area of future development as a rental development, a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to add to the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to add portions thereof in any particular order nor to construct particular improvements thereon in any specific locations.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of two Units on the land described in Article II hereof all as shown on the Condominium Subdivision Plan. In future recorded amendments to this Master Deed, however, the Developer may elect to include additional Units which may be later removed from the Condominium. In any such event, Developer reserves the right to withdraw from the Project any Units, together with the land area on which they are proposed, to be described and depicted as "Contractable Area" on the Condominium Subdivision Plan. Therefore, any other provisions of this Master Deed to the contrary notwithstanding, the number of additional Units hereinafter included in this Condominium Project may, at the option of the Developer, from time to time, within a period no later than six years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion of the land as may be hereinafter described in any amendment to this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a rental development, a separate condominium project (or projects) or any other form of development. Developer further reserves the right, subsequent to such withdrawal, but prior to six years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

ARTICLE VIII

CONVERTIBLE AREAS

Section 1. Designation of Convertible Areas. The General Common Elements have been designated on the Condominium Subdivision Plan as Convertible Areas within which the Units and Common Elements may be modified as provided herein.

Section 2. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six years from the date of recording this Master Deed, to enlarge or extend Units and/or General Common Elements and to create Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas above designated for such purpose to locate and relocate driveways, and/or construct privacy areas, courtyards, atriums, patios, decks and other private amenities. Any private amenity other than a Unit extension shall be assigned by the Developer as a Limited Common Element appurtenant to an individual Unit.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project, as determined by Developer in its discretion.

ARTICLE IX

OPERATIVE PROVISIONS

Any expansion, contraction or conversion in the Project pursuant to Articles VI, VII or VIII above shall be governed by the provisions as set forth below.

) Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion, contraction or conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer and in which the percentages of value set forth in Article V hereof may be proportionately readjusted when applicable in order to preserve a total value of 100% for the entire Project resulting from such amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project.

Section 2. Redefinition of Common Elements. Such amendments to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the additional parcel or parcels being added to the Project by such amendments. In connection with any such amendments, the Developer shall have the right to change the nature of any Common Element previously included in the Project for any purpose reasonably necessary to achieve the purposes of this Article, including, but not limited to, the connection of roadways and sidewalks in the Project to any roadways and sidewalks that may be located on, or planned for the area of future development and to provide access to any Unit that is located on, or planned for the area of future development from the roadways and sidewalks located in the Project.

Section 3. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project 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.

Section 4. Consent of Interested Persons. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI, VII and VIII above 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 forego-

ing. Such amendments may be effected without the necessity of rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any portion of this Master Deed and its Exhibits.

ARTICLE X

EASEMENTS

Section 1. Easement for Maintenance of Encroachments. In the event any portion of a structure located within a Unit encroaches upon a Common Element due to shifting, settling or moving of a building, or due to survey errors or construction deviations or change in ground elevations, 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 destruction. One of the purposes of this Section is to enable Co-owners to maintain structural elements and fixtures, including decks, which project into the General Common Elements surrounding each Unit notwithstanding their projection beyond the Unit perimeters.

Section 2. Easements Retained by Developer.

(a) Roadway Easements. The Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII, 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 and which lies outside of this Condominium. All expenses of maintenance, repair, replacement and resurfacing of any shared road(s) shall be apportioned between this Condominium and any developed portions of the land described in Article VI whose closest means of access to a public road is over such road or roads. The Co-owners of this Condominium shall be responsible for payment of a proportionate share of such expenses which share shall be determined by multiplying such expenses by a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other completed Units in the land described in Article VI which lies outside the Condominium and whose closest means of access to a public road is over such road.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to dedicate to the public a right-of-way of such width as may be required by the local public

authority over any or all of the roadways in The Maples of Novi, Maples Heights, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Oakland County Records. 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 irrevocably and unanimously consent to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication. Any such dedication shall be subject to rights of dedication and use reserved in the Declaration.

(b) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article VI or any portion or portions thereof, including any land that may be withdrawn from time to time as reserved in Article VII, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas, electrical, telephone, storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, 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, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Article VI which are served by such 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 such expenses times a fraction, the numerator of which is the number of Units in this Condominium, and the denominator of which is comprised of the numerator plus all other Units in the land described in Article VI that are served by such mains.

The Developer reserves the right at any time during the Development and Sales Period, and the Association shall have the right thereafter, to grant easements for utilities over, under and across the Condominium to appropriate governmental agencies or public utility companies and to transfer title of utilities and improvements lying within easements granted to governmental agencies or to utility companies. Any such easement or transfer of title may be conveyed by the Devel-

oper without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Oakland County Records. 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 required to effectuate the foregoing grant of easement or transfer of title. All such grants shall be subject to rights reserved in the Declaration.

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

Section 4. Association and Developer Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium; provided, however, that the easements granted hereunder shall not entitle any person other than the Owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. These easements include, without any implication of limitation, the right of the Association to obtain access during reasonable hours and upon reasonable notice to water meters, sprinkler controls and valves and other Common Elements located within any Unit or its appurtenant Limited Common Elements. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents which grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. Notwithstanding the foregoing, the Association shall not be responsible for any consequential damages, including without limitation, damage to the personal property of a Co-owner whether

) within or outside the Unit, that may result from the Association's failure to timely undertake repairs for which it is responsible. In the event a Co-owner fails to maintain his residential dwelling as required under the Condominium Documents and in accordance with the standards imposed by the Association, the Association or the Developer may enter upon the Unit (but not inside the dwelling) and the Limited Common Element appurtenant thereto (if any) and perform any required decoration, maintenance, repair or replacement. All costs incurred by the Association or the Developer in performing any responsibilities which are required, in the first instance to be borne by any Co-owner, shall be assessed against such Co-owner and shall be due and payable with the monthly assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the lien securing payment and imposition of fines.

) Section 5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Included within and not limited by the foregoing, is the right of the Developer or any affiliate to establish and sell to the Association and the Co-owners service for telecommunications within the Condominium Project. In pursuance thereof, the Developer may place telecommunications equipment owned by it at such locations on the Common Elements as it may deem appropriate and may furnish the telecommunications service to users outside the Condominium and shall have such easements as may be necessary to lay and maintain cables within the Common Elements in connection therewith. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of

) the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 6. The Maples of Novi Easement. Members and guests of the adjoining golf club shall have the right to enter the General Common Element lawn areas and roads of the Condominium Premises for the purpose of retrieving golf balls that land within the Condominium Premises and for pedestrian access through the Condominium Premises while playing the golf course, including without limitation the use of golf cart paths and other pedestrian paths that may be located within the Condominium. This easement does not permit members and guests of the golf club to enter or cross over any other General Common Elements, or Limited Common Elements or Units, without the permission of the Co-owner of the Unit involved. Further, golf balls that enter the Condominium Premises shall be considered out-of-play and no golf balls shall be played from within the Premises.

) Section 7. Other Community Easements. The Developer or the Association shall have the right to grant such further easements, including without limitation, easements for maintaining, repairing and replacing the adjacent golf course, and lakes, and for use of paths established for walking, hiking, jogging, skiing, cycling and for access purposes for all of the foregoing, over or with respect to Common Elements of the Condominium as may be necessary or desirable in furtherance of development, community usage, and coordinated maintenance and operation of the entire development as described in the Declaration and to confer responsibilities and jurisdiction for administration and maintenance of such easements upon the administrator of The Maples of Novi Community as described in the Declaration.

ARTICLE XI

AMENDMENT

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

Section 1. Modification of Units or Common Elements. No Unit dimension may be modified in any material way, except to correct survey or construction errors, without the consent of the Co-owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Co-owner and mortgagee of any Unit to which the same are appurtenant.

) Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-

2/3% of all first mortgagees of record allocating one vote for each mortgage held.

Section 3. By the Developer. Pursuant to Section 90(1) of the Act, the Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the other Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner or mortgagee, in which event Co-owner and mortgagee consent shall be required as provided above.

Section 4. Change in Percentage Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in Article IX of this Master Deed, elsewhere in this Master Deed or in the By-laws.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and 80% of non-Developer Co-owners.

Section 6. Developer Approval. During the Development and Sales Period, this Master Deed and Exhibits A and B hereto shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

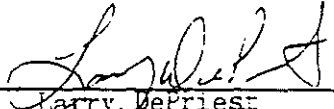
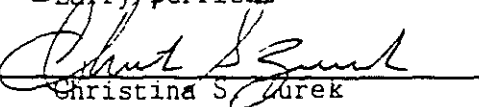
ARTICLE XII

ASSIGNMENT

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

Witnesses:

THE MAPLE GROUP/NOVI, INC.,
a Michigan corporation,


Larry Perriest

Christina S. Gurek

By 
Sam Blumenstein, President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

On this 24TH day of January, 1992, the foregoing Master Deed was acknowledged before me by Sam Blumenstein, the President of The Maple Group/Novi, Inc., a Michigan corporation, on behalf of the corporation.

My Comm. Exp. JULY 18, 1995
ARLEEN BLUMENSTEIN
NOTARY PUBLIC IN STATE OF MICHIGAN
OAKLAND COUNTY

Arleen Blumenstein
Notary Public, Oakland
Michigan

Drafted by and when
recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, Michigan 48034
(313) 353-6760

AFFIDAVIT

The undersigned, James E. Beyer, being first duly sworn, deposes and says as follows:

- 1) That Affiant is the Controller for The Maple Group/Novi, Inc., who is the developer of a certain condominium project known as The Maples of Novi, Maple Heights Condominium Association.
- 2) That the Master Deed for the referenced condominium project was recorded in Liber 12350, page 545-614, as Oakland County Subdivision Plan No. 750.
- 3) That page 3 of the ByLaws was inadvertently excluded from the original filing, and is attached hereto as Exhibit A.
- 4) That the attached page 3 was intended to be included with the original is hereby incorporated into the Master Deed by reference.
- 5) Further Affiant says not.

Dated: MARCH 11, 1992

Witnessed:

Affiant:

Larry M. DePriest
Larry M. DePriest

James E. Beyer
James E. Beyer

Thomas S. Lydick
Thomas S. Lydick
STATE OF MICHIGAN)
COUNTY OF) ss.

B#92 REG/DEEDS PAID
0001 MAR.12'92 03:55PM
6225 MISC 9.00

The foregoing was subscribed and sworn to me on this
11th day of March, 1992 by James E. Beyer.

My commission expires:

Lynda Marie Stefansky
Notary Public County, MI

Drafted by and when recorded
return to:

LYNDA MARIE STEFANSKY
NOTARY PUBLIC - OAKLAND COUNTY, MICH.
MY COMMISSION EXPIRES 11-25-95

Michael J. Hagerty
622 E. Grand River
Howell, MI 48843

92 MAR 12 P4:00

OK - GK

OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 750
EXHIBIT "B" TO THE AMENDED MASTER DEED OF
THE MAPLES OF NOVI, MAPLE HEIGHTS
CITY OF NOVI, OAKLAND COUNTY, MICHIGAN.

NO.	DESCRIPTION	DATE	AMOUNT
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NOTES - 22
DISCUSSION

[illegible]

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- * 1 TITLE PAGE
- * 2 SURVEY
- * 3 SITE PLAN
- * 4 UTILITY PLAN
- * 5 COMPOSITE PLAN
- * 6 MAP OF OVERALL PROJECT
- * 7 COORDINATE VALUE INFORMATION

THE ASTERISK (*) AS SHOWN IN THE SHEET INDEX INDICATES AMENDED OR ARE NEW SHEETS WHICH ARE REVISED. DATED JUNE 18, 1992. THESE SHEETS WITH THIS SUBMISSION ARE TO REPLACE OR BE SUPPLEMENTAL SHEETS TO THOSE PREVIOUSLY RECORDED

JUNE 18 1992

6 VISIONS	THE MAPLES OF NOVI, MAPLE HEIGHTS	TITLE PAGE	PROPOSED
NOV 5		PRINCE EDWARD	
		1974	
		1975	
		1976	
		1977	
		1978	
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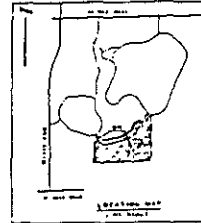


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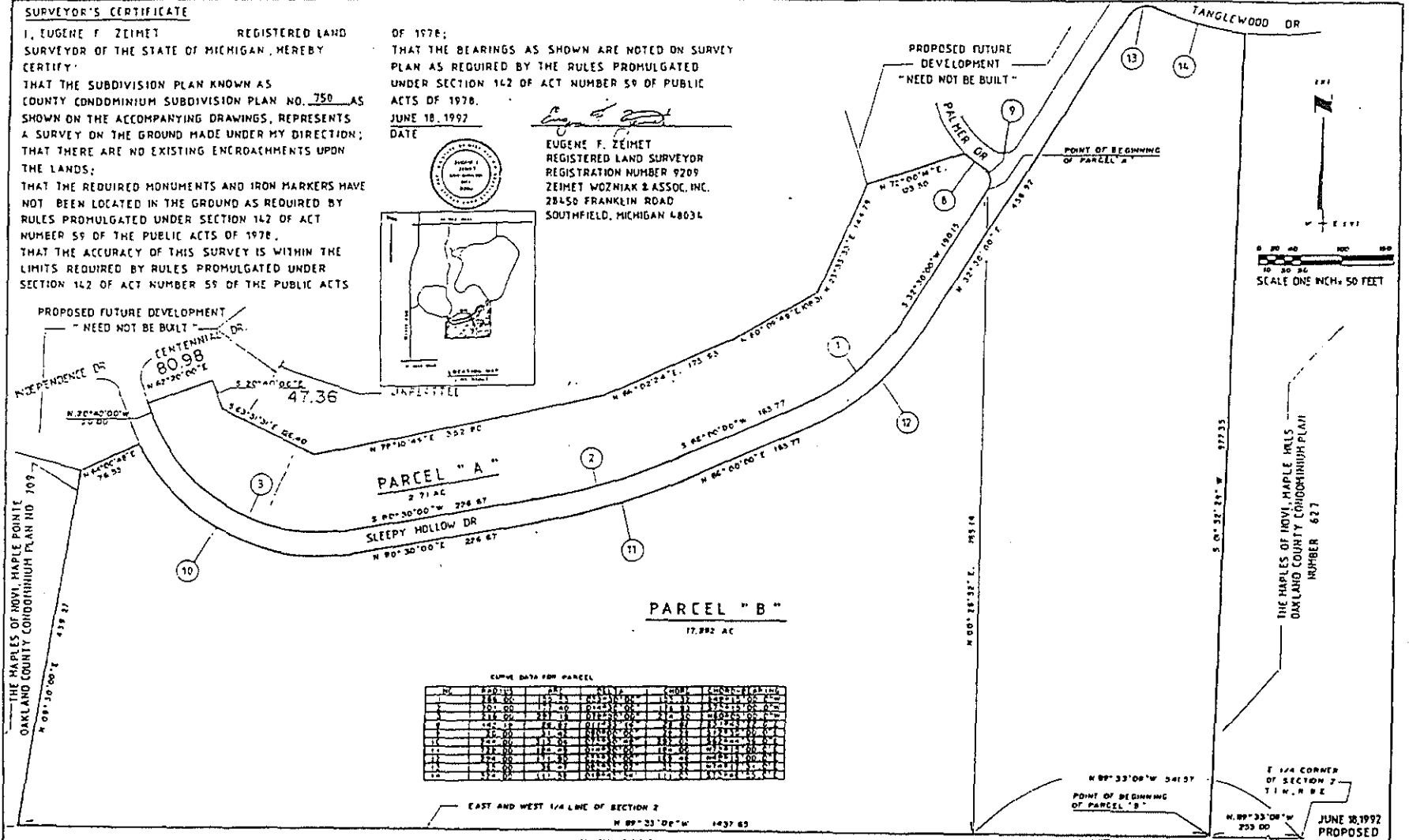
SURVEYOR'S CERTIFICATE

I, EUGENE F. ZEIMET, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN KNOWN AS COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 750 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION; THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS; THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE NOT BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1978; THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS

OF 1978; THAT THE BEARINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NUMBER 59 OF PUBLIC ACTS OF 1978.
JUNE 18, 1997
DATE



EUGENE F. ZEIMET
REGISTERED LAND SURVEYOR
REGISTRATION NUMBER 9209
ZEIMET WOZNIAK & ASSOC. INC.
28450 FRANKLIN ROAD
SOUTHFIELD, MICHIGAN 48034



CURVE DATA FOR PARCEL

STATION	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE	CHORD BEARING	CHORD DISTANCE
1	N 89° 33' 00" W	341.57	N 89° 33' 00" W	341.57	N 89° 33' 00" W	341.57
2	N 89° 33' 00" W	341.57	N 89° 33' 00" W	341.57	N 89° 33' 00" W	341.57
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BENCH MARK "X" IN RIM OF MONUMENT BOX AT INTERSECTION OF 1/4 MILE RD. AND DECKER RD. ELEV. 954.25 USGS DATUM.
BEARINGS ARE IN RELATION TO THE NORTH LINE OF SECTION 2
SUBJECT PROPERTY IS NOT IN FLOOD HAZARD AREA.
SEE SHEET NO. 6 FOR OVERALL LEGAL DESCRIPTION AND ROAD EASEMENT.

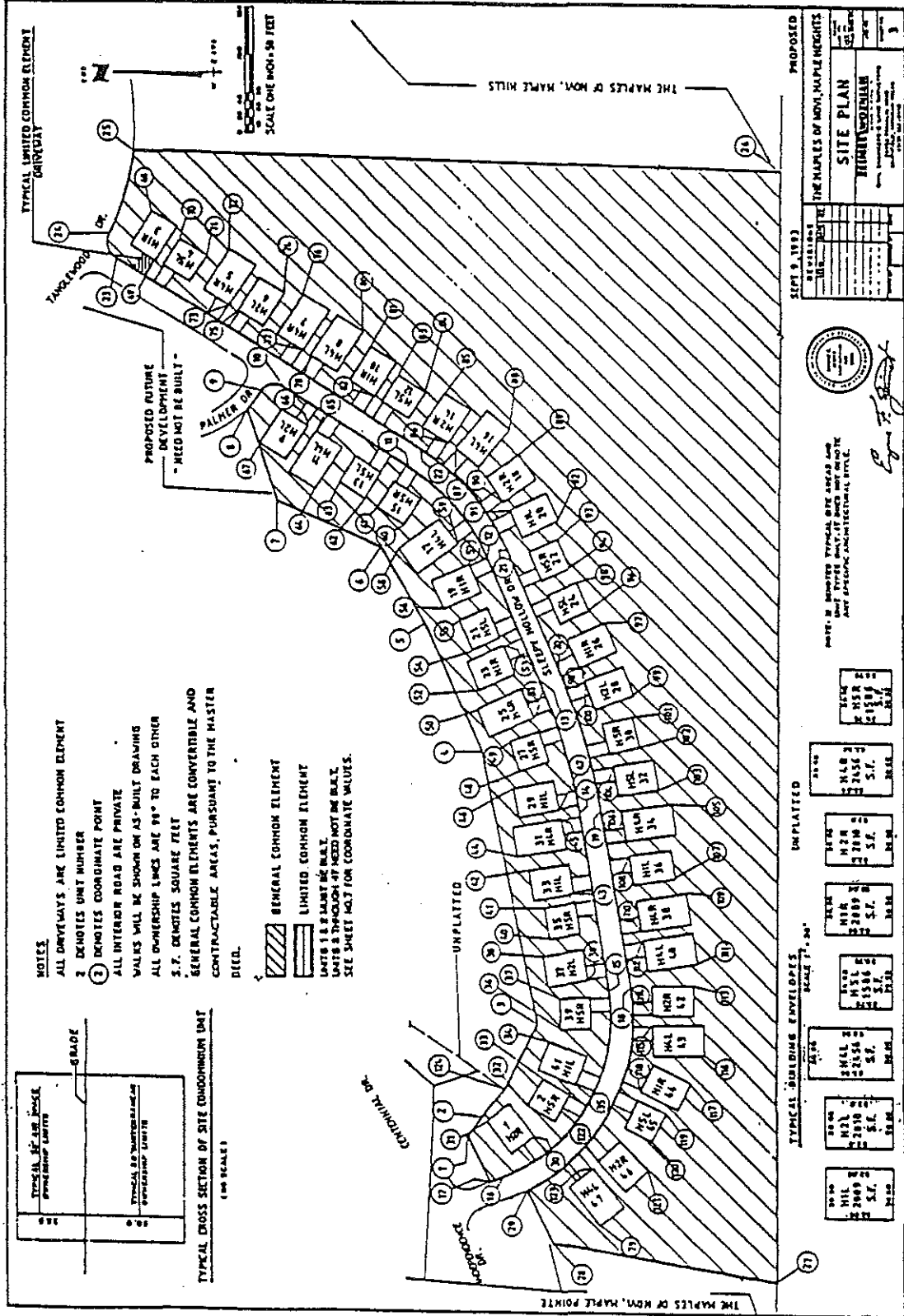
UNPLATTED
ALL INTERIOR ROADS ARE PRIVATE.
• DENOTES IRON PIPE
• DENOTES CONCRETE MONUMENT
EASEMENTS WILL BE SHOWN ON AS-BUILT DRAWINGS.

REVISIONS		THE MAPLES OF NOW, MAPLE HEIGHTS	
NO.	DATE	BY	DATE
1	06/18/97	ZEIMET	06/18/97
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SURVEY PLAN
ZEIMET WOZNIAK
Civil Engineers & Land Surveyors
20101 Franklin Road
Southfield, Michigan 48034
(313) 281-0000

JUNE 18, 1997
PROPOSED

2



TYPICAL LIMITED COMMON ELEMENT DRIVEWAY

TANKWOOD

PALMER DR

PROPOSED FUTURE DEVELOPMENT - NEED NOT BE BUILT

THE MAPLES OF MONTPELIER HILLS

SCALE ONE INCH = 50 FEET

THE MAPLES OF MONTPELIER HILLS

THE MAPLES OF MONTPELIER HILLS

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THE MAPLES OF MONTPELIER HILLS

NOTES:
ALL DRIVEWAYS ARE LIMITED COMMON ELEMENT
2 DENOTES UNIT NUMBER
3 DENOTES COORDINATE POINT
ALL INTERIOR ROADS ARE PRIVATE
VALUES WILL BE SHOWN ON AS-BUILT DRAWINGS
ALL OWNERSHIP LINES ARE 90° TO EACH OTHER
S.F. DENOTES SQUARE FEET
GENERAL COMMON ELEMENTS ARE CONVERTIBLE AND CONTRACTABLE AREAS, PURSUANT TO THE MASTER DEED.

GENERAL COMMON ELEMENT
LIMITED COMMON ELEMENT
UNIT IS A UNIT OF THE
UNIT IS THROUGHOUT THE MASTER DEED.
SEE SHEET NO. 7 FOR COORDINATE VALUES.

TYPICAL CROSS SECTION OF SITE CONDOMINIUM UNIT
(ON SCALE)

TYPICAL 3 1/2" x 5 1/2" UNIT
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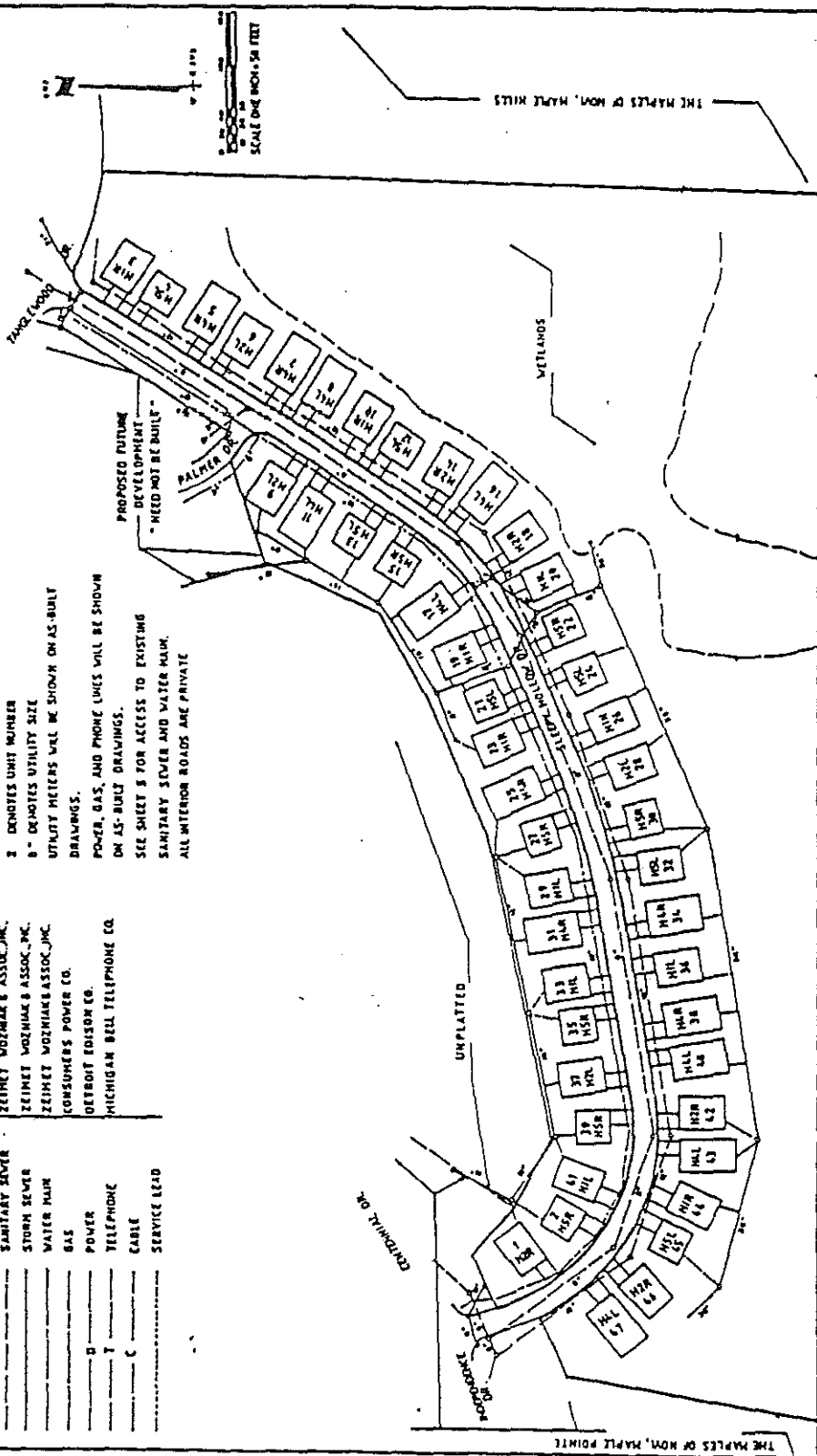
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LIBS 133996659

UTILITY	SOURCE OF LOCATION
SANITARY SEWER	ZEINMET WOZMIAR & ASSOC., INC.
STORM SEWER	ZEINMET WOZMIAR & ASSOC., INC.
WATER MAIN	ZEINMET WOZMIAR & ASSOC., INC.
GAS	CONSUMERS POWER CO.
POWER	DETROIT EDISON CO.
TELEPHONE	MICHIGAN BELL TELEPHONE CO.
CABLE	
SERVICE LEAD	

NOTE

- 2 - DENOTES UNIT NUMBER
- 8" - DENOTES UTILITY SIZE
- UTILITY MEETERS WILL BE SHOWN ON AS-BUILT DRAWINGS.
- POWER, GAS, AND PHONE LINES WILL BE SHOWN ON AS-BUILT DRAWINGS.
- SEE SHEET 8 FOR ACCESS TO EXISTING SANITARY SEWER AND WATER MAIN.
- ALL INTERIOR ROADS ARE PRIVATE



PROPOSED

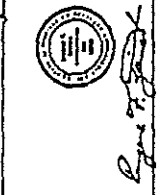
SEPT 7, 1993

THE MAPLES OF MON, MAPLE HEIGHTS

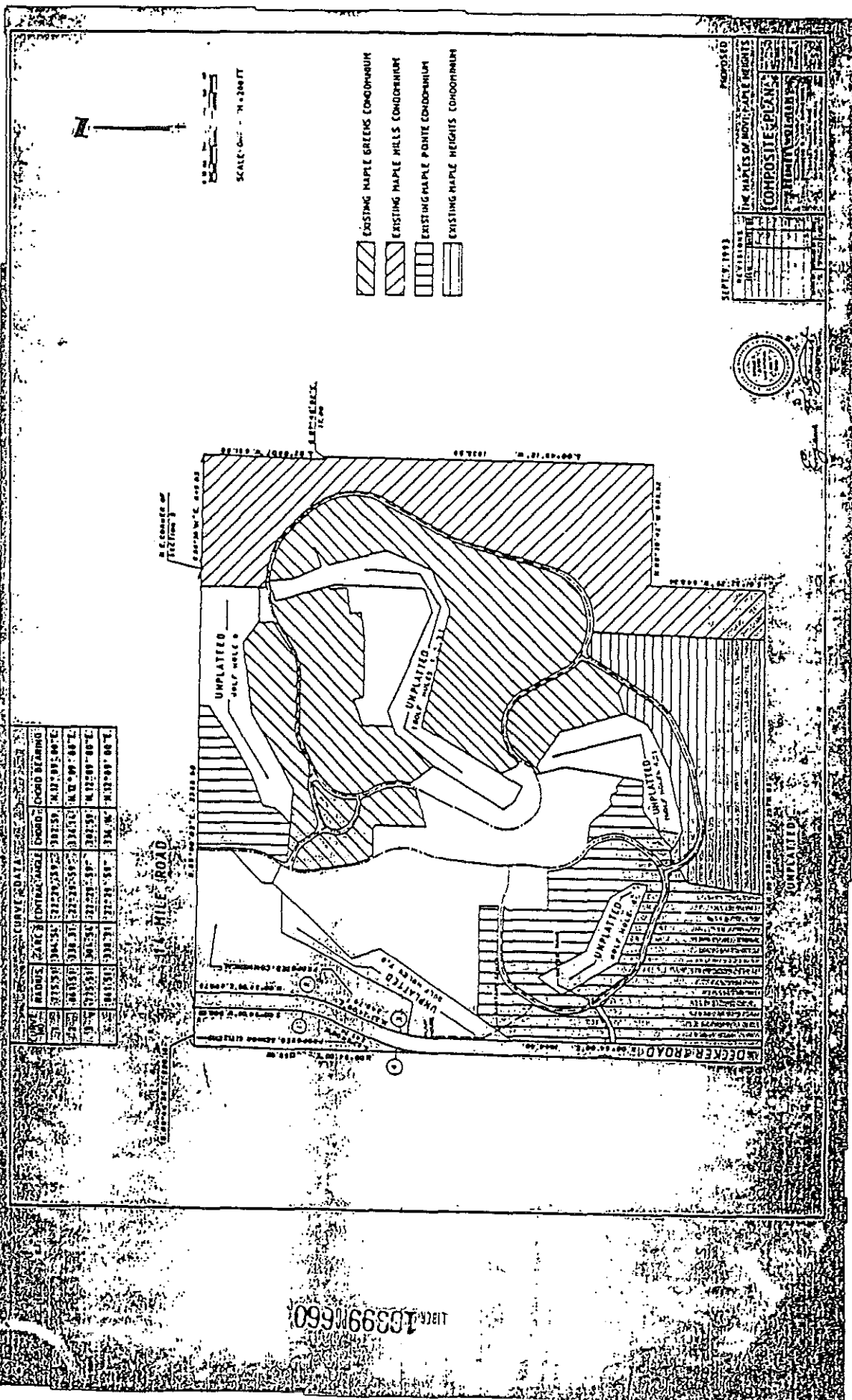
UTILITY PLAN

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1



UNPLATTED



UNIT	AREA	CONTRACT	DATE	UNIT	AREA	CONTRACT	DATE
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103	103	103	103	103	103	103	103
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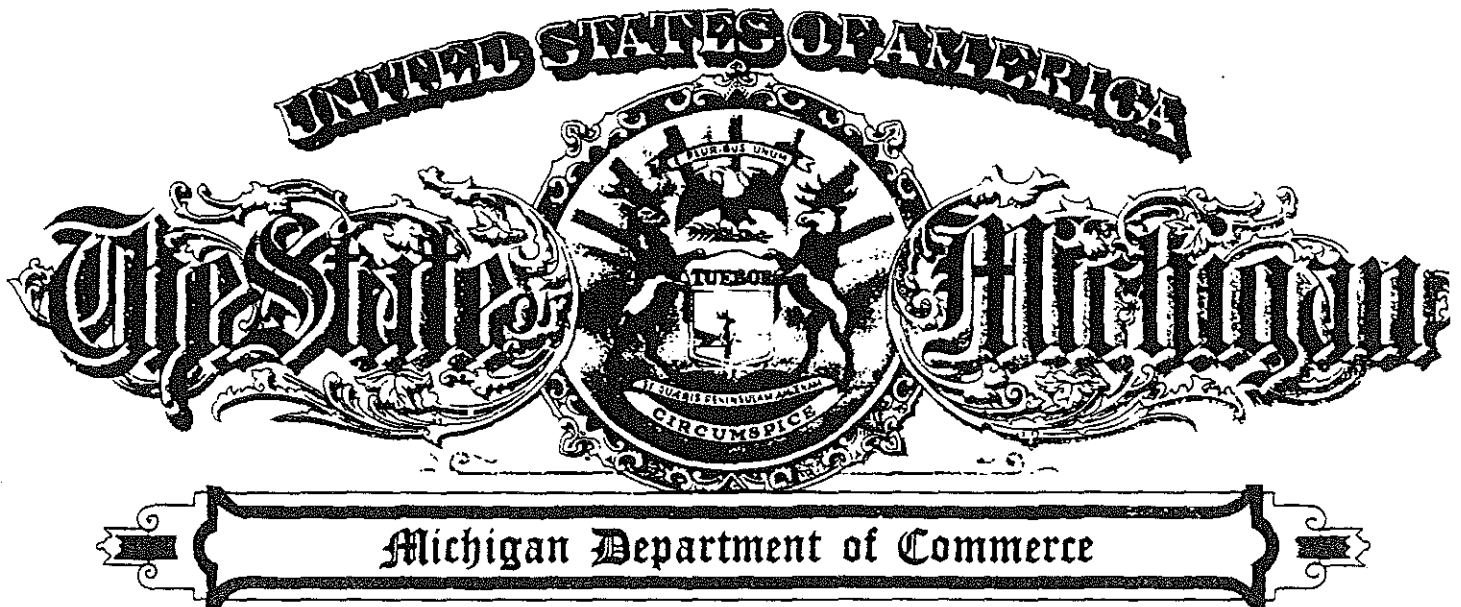
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POINT	NORTH	EAST	POINT	NORTH	EAST	POINT	NORTH	EAST	POINT	NORTH	EAST	POINT	NORTH	EAST
1	234859	5873.71	31	2314.16	5878.93	61	2450.35	6653.61	91	2282.04	6652.26	121	2106.85	5817.14
2	2304.27	5890.42	32	2260.17	5899.73	62	2466.99	6664.71	92	2218.30	6640.05	122	2170.57	5828.94
3	2247.92	6003.57	33	2239.62	5933.98	63	2500.65	6686.16	93	2220.77	6615.94	123	2177.19	5819.91
4	2320.19	6348.89	34	2232.30	5980.62	64	2530.31	6676.84	94	2204.54	6579.47			
5	2391.63	6509.66	35	2197.66	5925.73	65	2529.06	6751.38	95	2196.40	6561.20			
6	2445.52	6603.62	36	2217.82	5996.40	66	2539.46	6758.01	96	2180.17	6524.74			
7	2578.74	6661.49	37	2219.09	6036.30	67	2600.01	6734.93	97	2159.85	6510.15			
8	2616.40	6778.95	38	2234.73	6053.96	68	2734.92	7037.11	98	2192.11	6453.83			
9	2598.54	6801.58	39	2182.95	6059.59	69	2730.73	6972.35	99	2123.07	6420.36			
10	2570.93	6807.70	40	2231.84	6110.89	70	2700.09	6999.96	100	2185.36	6438.23			
11	2410.56	6705.53	41	2238.43	6150.26	71	2666.43	6978.51	101	2125.45	6396.85			
12	2310.48	6589.38	42	2259.02	6196.83	72	2636.78	6987.83	102	2115.71	6355.65			
13	2243.86	6439.77	43	2201.04	6167.67	73	2638.03	6913.29	103	2092.13	6301.73			
14	2192.87	6270.35	44	2273.34	6214.71	74	2567.07	6979.74	104	2149.80	6331.28			
15	2155.46	6046.78	45	2217.10	6263.67	75	2677.62	6906.66	105	2076.94	6283.98			
16	2292.77	5809.03	46	2276.39	6301.94	76	2544.00	6928.73	106	2133.23	6235.03			
17	2310.98	5801.98	47	2219.14	6275.46	77	2545.25	6854.18	107	2072.18	6187.54			
18	2127.85	6051.41	48	2270.02	6324.21	78	2535.98	6848.27	108	2130.16	6216.70			
19	2165.26	6274.97	49	2283.04	6361.94	79	2167.51	5745.99	109	2057.86	6169.66			
20	2218.29	6451.16	50	2325.49	6402.52	80	2468.94	6880.91	110	2114.09	6120.70			
21	2284.90	6600.77	51	2251.58	6392.74	81	2458.07	6860.75	111	2043.17	6081.88			
22	2395.51	6729.15	52	2322.35	6425.81	82	2453.89	6795.98	112	2112.28	6109.86			
23	2782.56	6975.72	53	2290.09	6482.13	83	2422.25	6823.58	113	2048.20	6054.06			
24	2791.58	7007.80	54	2330.88	6476.01	84	2389.59	6802.14	114	2099.52	6014.50			
25	2261.59	5791.80	55	2347.11	6512.48	85	2366.14	6801.73	115	2099.65	6002.16			
26	1783.58	7088.12	56	2367.47	6527.04	86	2361.46	6737.10	116	2035.44	5964.27			
27	1794.81	5650.51	57	2335.21	6582.37	87	2352.19	6731.19	117	2051.92	5929.23			
28	2228.06	5723.01	58	2423.40	6602.16	88	2281.66	6755.37	118	2115.94	5918.55			
29	2261.59	5791.80	59	2349.15	6608.99	89	2769.48	6723.02	119	2083.79	5890.04			
30	2251.97	5860.71	60	2416.68	6632.16	90	2790.47	6661.71	120	2101.74	5854.39			



James Wornian

JUNE 18, 1992		PROPOSED	
REVISIONS NO. DATE BY		THE MAPLES OF NOVI, MAPLE HEIGHTS COORDINATE VALUE INFORMATION JAMES WORNIAN CIVIL ENGINEER & LAND SURVEYOR 20410 PARKWAY WEST BIRMINGHAM, MICHIGAN 48446 (313) 332-8900	
SPEC'D BY: JWC CHECKED BY: JWC		SHEET NO. 7	



Lansing, Michigan

This is to Certify That Articles of Incorporation of

THE MAPLES OF NOVI, MAPLE HEIGHTS CONDOMINIUM ASSOCIATION

were duly filed in this office on the 3TH day of JANUARY, 1992,
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 3TH day
of JANUARY, 1992

Director

615 502
RECEIVED

JAN 07 1992

ARTICLES OF INCORPORATION

OF

MICHIGAN DEPT. OF COMMERCE

THE MAPLES OF NOVI, MAPLE HEIGHTS CONDOMINIUM ASSOCIATION
A NONPROFIT DOMESTIC CORPORATION

7328H4358 9107 01-02-1 160.00
FILED

JAN 08 1992

Administrator
MICHIGAN DEPT. OF COMMERCE
Corporation & Securities Bureau

These Articles of Incorporation are signed by the Incorporator for the purpose of forming a nonprofit corporation pursuant to the provisions of Act 162 of the Public Acts of 1982, as follows:

ARTICLE I
Name

The name of the corporation is: The Maples of Novi, Maple Heights Condominium Association,

ARTICLE II
Purposes

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

(a) To manage and administer the affairs of and to maintain a condominium in the City of Novi, Oakland County, Michigan, to be known as The Maples of Novi, Maple Heights Condominium, all appurtenances thereto and the common elements, property and easements thereof (the "Condominium");

(b) To levy and collect assessments against and from the members of the corporation and to use the proceeds therefrom for the purposes of the corporation, and to enforce assessments through liens and foreclosure proceedings where appropriate;

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

(d) To restore, repair or rebuild the Condominium, or any portion thereof, after occurrence of casualty, and to negotiate on behalf of all of the members in connection with any taking of the common elements of the Condominium, or any portion thereof, by eminent domain;

(e) To contract for and employ, and to discharge, persons or business entities to assist in the management, operation, maintenance and administration of the Condominium;

(f) To make reasonable rules and regulations governing the use and enjoyment of the condominium by members and their tenants, guests, employees, invitees, families and pets and to enforce such rules and regulations by all legal methods, including, without limitation, imposing fines and late payment charges, or instituting eviction or legal proceedings;

(g) To own, maintain and improve, and to buy, sell, convey, assign, transfer, mortgage or lease (as landlord or tenant), or otherwise deal in any real or personal property, including, but not limited to, any Condominium unit, easements, rights-of-way, licenses and any other real property, whether or not contiguous to the Condominium, to benefit the members of the corporation and to further any of the purposes of the corporation;

(h) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the

business of the corporation, and to secure the same by mortgage, pledge or other lien on the corporation's property; provided, however, that any such action shall be subject to limitation in amount and to voter approval as provided in the Condominium Bylaws;

(i) To enforce the provisions of the Master deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws, rules and regulations of this corporation as may hereafter be adopted, and to sue on behalf of the Condominium or the members and to assert, defend or settle claims on behalf of the members with respect to the Condominium;

(j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of the Public Acts of 1978, as amended, including, but not limited to, those amendments contained in Act No. 538 of the Public Acts of 1982, and Act No. 113 of the Public Acts of 1983, as amended; and

(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 the Condominium and to the accomplishment of any of the purposes thereof not forbidden, and with all powers conferred upon nonprofit corporations by the laws of the State of Michigan.

ARTICLE III Basis of Organization and Assets

Said corporation is organized upon a nonstock 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.

Said corporation is organized on a membership basis.

ARTICLE IV Registered Office and Resident Agent

The address of the initial registered office is:

7001 Orchard Lake Road, Suite 130
West Bloomfield, Michigan 48322

The name of the initial resident agent at the registered office is: Samuel H. Blumenstein.

ARTICLE V Incorporator

The name and address of the Incorporator is as follows:

Margaret Gauvin
29777 Telegraph Road, Suite 2401
Southfield, Michigan 48034

ARTICLE VI Term

The term of this corporation shall be perpetual.

ARTICLE VII
Membership and Voting

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

(a) Each co-owner (including the Developer) of a Condominium unit shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the Incorporator shall be a member of the corporation until such time as the Developer becomes a member as hereinafter provided, at which time the Incorporator's membership shall terminate.

(b) Membership in the corporation (except with respect to the Incorporator, who shall cease to be a member upon the qualification for membership of any co-owner) shall be established by the acquisition of legal or equitable title to a Condominium unit and by recording with the Register of Deeds in the County where the Condominium is located a deed or other instrument evidencing such title and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishing the Condominium), the new co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner of such unit thereby being terminated. The Developer's membership shall continue until no Units remain to be created and until the Developer no longer owns any Unit in the Condominium.

(c) Neither membership nor the share of the member in the funds and assets of the corporation can be assigned, pledged or transferred in any manner, except as an appurtenance to a Condominium unit.

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

ARTICLE VIII
Interest

A contract or other transaction between this corporation and one or more of its directors or officers, or between this corporation and another corporation, firm or association of any type or kind, in which one or more of this corporation's directors or officers are directors or officers, or are otherwise interested, is not void or voidable solely because of such common directorship, officership or interest, or solely because such directors are present at the meeting of the board or committee thereof which authorizes or approves the contract or transaction, or solely because their votes are counted for such purpose if:

(a) The contract or other transaction is fair and reasonable to this corporation when it is authorized, approved or ratified; or

(b) The material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or known to the board or committee, and the board or committee authorizes, approves or ratifies the contract or transaction by a vote sufficient for the purpose without counting the vote of any common or interested director; or

(c) The material facts as to the director's or officer's relationship or interest as to the contract or transaction are disclosed or known to the members, and they authorize, approve or ratify the contract or transaction.

ARTICLE IX
Limitation of Director's Liability

No volunteer director, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

I, the Incorporator of the above named corporation, hereby sign these Articles of Incorporation on this _____ day of January, 1992.

MARGARET A. GAUVIN

DOCUMENT WILL BE RETURNED TO NAME AND MAILING ADDRESS INDICATED IN THE BOX BELOW. Include name, street and number (or P.O. Box), city, state and ZIP code.

Robert L. Friedman
Friedman and Friedman, P.C.
29777 Telegraph Road, #2401
Southfield, Mi. 48034

Name of person or organization
remitting fees:

Robert L. Friedman, Esq.

Preparer's name and business
telephone number:

Robert L. Friedman, Esq.
(313) 353-6760

FIRST AMENDMENT TO MASTER DEED
OF THE MAPLES OF NOVI, MAPLE HEIGHT

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, Michigan 48322, being the Developer of The Maples of Novi, Maple Heights, a Condominium Project established pursuant to the Master Deed thereof, recorded on February 11, 1992, in Liber 12350, Pages 545 through 614, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 750, hereby amends the Master Deed of The Maples of Novi, Maple Heights, pursuant to the authority reserved in Article VI thereof enlarging the Condominium Project from 2 Units to 47 Units by the addition of the land described in Paragraph 1 below. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

PARCEL "A" - LAND ADDED REPLAT NO. 1

PARCEL #1022-02-200-018 P1 DE 1202

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W. 541.57 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 AND N. 00°26'52" E. 785.14 FEET FROM THE E. 1/4 CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING S. 32°30'00" W. 190.15 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 266.00 FEET, ARC LENGTH OF 155.53 FEET, CENTRAL ANGLE OF 033°30'00", A CHORD BEARING OF S49°15'00"W, AND A CHORD LENGTH OF 153.32 FEET; THENCE S. 66°00'00" W. 163.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 701.00 FEET, ARC LENGTH OF 177.40 FEET, CENTRAL ANGLE OF 014°30'00", A CHORD BEARING OF S. 73°15'00" W., AND A CHORD LENGTH OF 176.93 FEET; THENCE S. 80°30'00" W. 226.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, ARC LENGTH OF 105.98 FEET, CENTRAL ANGLE OF 28°06'43", A CHORD BEARING OF N. 85°26'38" W., AND A CHORD LENGTH OF 104.92 FEET; THENCE N. 21°15'56" E. 103.09 FEET; THENCE N. 63°31'31" W. 99.61 FEET; THENCE S. 37°00'00" W. 84.19 FEET; THENCE 63.44 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 16°49'36", A CHORD BEARING OF N. 29°04'48" W., AND A CHORD LENGTH OF 63.21 FEET; THENCE N. 20°40'00" W. 20.00 FEET; THENCE N. 62°20'00" E. 80.99 FEET; THENCE S. 20°40'00" E. 47.36 FEET; THENCE S. 63°31'31" E. 126.40 FEET; THENCE N. 78°10'49" E. 352.80 FEET; THENCE N. 66°02'24" E. 175.93 FEET; THENCE N. 60°09'49" E. 108.31 FEET; THENCE N. 23°33'33" E. 144.79 FEET; THENCE N. 72°00'14" E. 123.50 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 143.18 FEET, ARC LENGTH OF 28.87 FEET, CENTRAL ANGLE OF 011°33'16", A CHORD BEARING OF S. 51°43'22" E., AND A CHORD LENGTH OF 28.82 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, ARC LENGTH OF 31.42 FEET, CENTRAL ANGLE OF 090°00'00", A CHORD BEARING OF S. 12°30'00" E., AND A CHORD LENGTH OF 28.28 FEET; TO THE POINT OF BEGINNING AND CONTAINING 106,864 SQUARE FEET OR 2.45 ACRES MORE OR LESS.

PARCEL "B"

PARCEL # 22-02-200-01811 101 50.2

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2 T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W. 255.00 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 FROM THE EAST 1/4 CORNER OF SECTION 2; THENCE FROM SAID POINT OF BEGINNING; N. 89°33'08" W. 1,437.65 FEET; THENCE N. 09°30'00" E. 439.27 FEET; THENCE N. 64°00'48" E. 76.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 244.00 FEET, ARC LENGTH OF 313.06 FEET, CENTRAL ANGLE OF 073°30'48", A CHORD BEARING OF S62°44'35"E, AND A CHORD LENGTH OF 292.03 FEET; THENCE N. 80°30'00" E. 226.67 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 729.00 FEET, ARC LENGTH OF 184.49 FEET, CENTRAL ANGLE OF 014°30'00", A CHORD BEARING OF N73°15'00"E, AND A CHORD LENGTH OF 184.00 FEET; THENCE N. 66°00'00" E. 163.77 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 294.00 FEET, ARC LENGTH OF 171.90 FEET, CENTRAL ANGLE OF 033°30'00", A CHORD BEARING OF N. 49°15'00" E., AND A CHORD LENGTH OF 169.46 FEET; THENCE N. 32°30'00" E. 458.92 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 25.00 FEET, ARC LENGTH OF 36.47 FEET, CENTRAL ANGLE OF 083°35'02", A CHORD BEARING OF N. 74°17'31" E., AND A CHORD LENGTH OF 33.32 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 324.00 FEET, ARC LENGTH OF 111.58 FEET, CENTRAL ANGLE OF 019°43'54", A CHORD BEARING OF S. 73°46'55" E., AND A CHORD LENGTH OF 111.03 FEET; THENCE S. 01°32'29" W. 977.35 FEET TO THE POINT OF BEGINNING AND CONTAINING 753,226 SQUARE FEET OR 17.292 ACRES MORE OR LESS.

92 JUL 29 PM 4:13

QUESTIONS AND ANSWERS
A HISTORY OF THE STATE OF NEW YORK
TITLES held by the state or county
under consideration.
See year's report
submitted by.

018763

2012

OK - T. SMITH

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, Mi. 48034
(313) 353-6760

LIBER 13399/653

SECOND AMENDMENT TO MASTER DEED
OF THE MAPLES OF NOVI, MAPLE HEIGHTS

The Maple Group/Novi, Inc., a Michigan corporation, the address of which is 7001 Orchard Lake Road, Suite 130, West Bloomfield, MI 48322, being the Developer of The Maples of Novi, Maple Heights, a Condominium Project established pursuant to the Master Deed thereof, recorded on February 11, 1992, in Liber 12350, Pages 545 through 614, amended by First Amendment recorded July 29, 1992, in Liber 12792, Pages 670-678, Oakland County Records, and known as Oakland County Condominium Subdivision Plan No. 750, hereby amends the Master deed of The Maples of Novi, Maple Heights, pursuant to the authority reserved in Articles VI, VII and XI thereof, by the addition of the land described in Paragraph 1 below and by the removal therefrom of the land described in Paragraph 2 below, both to correct survey errors. Upon the recording of this Amendment in the office of the Oakland County Register of Deeds, said Master Deed and Exhibit B thereto shall be amended in the following manner:

1. The following land shall be added to the Condominium Project by this Amendment:

B#92 REG/DEEDS PAID
2198 MISC 23.00

THE MAPLES OF NOVI, MAPLE HEIGHTS
(REPLAT NO. 2 - LAND ADDED TO PARCEL 1)

DEED REG/DEEDS PAID
0001 SEP.28'93 03:44AM
2198 RNT FEE 2.00

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2, T. 1 N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W., 541.57 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 AND N. 00°26'52" E., 785.14 FEET AND 31.42 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD LENGTH OF 28.28 FEET AND A CHORD BEARING OF N. 12°30'00" W. AND 28.87 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 143.18 FEET, A CENTRAL ANGLE OF 11°33'16", A CHORD LENGTH OF 28.82 FEET AND A CHORD BEARING OF N. 51°43'22" W. AND S. 72°00'14" W., 123.50 FEET AND S. 23°33'33" W., 144.79 FEET AND S. 60°09'49" W., 108.31 FEET AND S. 66°02'24" W., 175.93 FEET AND S. 78°10'49" W., 352.80 FEET AND N. 63°31'31" W., 95.57 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING N. 63°31'31" W., 30.83 FEET; THENCE N. 20°40'00" W., 23.16 FEET; THENCE S. 45°17'20" E., 50.35 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0056 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

23.00
+2.00
25.00
JMC

Plat 22-02-200-023

001321

OK - T. SMITH

1

1.00

9-23-93

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

P. Hugh [Signature]
D. HUGH DONAHY, County Treasurer
800, 100, 701 800, 1003 M. 0001-01

OK - G.K.

103991654

2. The following land shall be deleted from the Condominium Project by this Amendment:

THE MAPLES OF NOVI, MAPLE HEIGHTS
(REPLAT NO. 2 - LAND DELETED FROM PARCEL "A")

A PARCEL OF LAND LOCATED IN PART OF THE N.E. 1/4 OF SECTION 2, T. 1-N., R. 8 E., CITY OF NOVI, OAKLAND COUNTY, MICHIGAN DESCRIBED AS BEGINNING AT A POINT DISTANT N. 89°33'08" W., 541.57 FEET ALONG THE EAST AND WEST 1/4 LINE OF SAID SECTION 2 AND N. 00°26'52" E., 785.14 FEET AND S. 32°30'00" W., 190.15 FEET AND 155.53 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 266.00 FEET, A CENTRAL ANGLE OF 33°30'00", A CHORD LENGTH OF 153.32 FEET AND A CHORD BEARING OF S. 49°15'00" W. AND S. 66°00'00" W., 163.77 FEET AND 177.40 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 701.00 FEET, A CENTRAL ANGLE OF 14°30'00", A CHORD LENGTH OF 176.93 FEET AND A CHORD BEARING OF S. 73°15'00" W. AND S. 80°30'00" W., 226.67 FEET, AND 297.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 216.00 FEET, A CENTRAL ANGLE OF 78°50'00", A CHORD LENGTH OF 274.30 FEET AND A CHORD BEARING OF N. 60°05'00" W. AND N. 20°40'00" W., 20.00 FEET AND N. 62°20'00" E., 66.75 FEET FROM THE EAST 1/4 CORNER OF SAID SECTION 2; THENCE FROM SAID POINT OF BEGINNING AND CONTINUING N. 62°20'00" E., 14.23 FEET; THENCE S. 20°40'00" E., 24.20 FEET; THENCE N. 52°50'39" W., 26.54 FEET TO THE POINT OF BEGINNING, CONTAINING 0.0039 ACRES OF LAND AND BEING SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

Sub 22-02-251-000

3. Amended Sheets, 1, 2, 3, 4, 5 and 7 of the Condominium Subdivision Plan of The Maples of Novi, Maple Heights, as attached hereto, shall replace, supersede and supplement Sheets 1, 2, 3, 4, 5 and 7 of the Condominium Subdivision Plan of The Maples of Novi, Maple Heights, as originally recorded and amended, and the originally recorded and amended sheets 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. *Sheet 6 shall be of no further force and effect.

In all respects, other than as hereinabove indicated, the original Master Deed of The Maples of Novi, Maple Heights, including the By-Laws and Condominium Subdivision Plan respectively attached thereto as Exhibits A and B, recorded and amended as aforesaid, is hereby ratified, confirmed and redeclared.

LIBER 133990655

Dated this 22 day of September, 1993.

Witnesses:

THE MAPLE GROUP/NOVI, INC.,
a Michigan corporation

By: [Signature]
Samuel Blumenstein
President

[Signature]
THOMAS S. SYDICK
STATE OF MICHIGAN)
COUNTY OF OAKLAND) SS.

On this 22 day of September, 1993, before me personally appeared Samuel Blumenstein, President of THE MAPLE GROUP/NOVI, INC., a Michigan corporation, personally known to be the person described in and who executed the foregoing Second Amendment to Master Deed of The Maples of Novi, Maple Heights, who acknowledged the foregoing instrument on behalf of the corporation.

My commission expires: VERA ASMAR
Notary Public, Oakland County MI
My Commission Expires Mar. 19, 1997

Drafted by and when
recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Rd., #2401
Southfield, MI 48034
(313) 353-6760

THE MAPLES OF NOVI, MAPLE HEIGHTS, CONDOMINIUM ASSOCIATION

CORPORATE BY-LAWS

ARTICLE I

The Condominium By-Laws of the Association are attached to and recorded with the Master Deed and are hereby incorporated herein by reference in their entirety. The By-Laws hereafter set forth shall be known as the Corporate By-Laws.

ARTICLE II

Section 1. Meetings of the Association members 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.

Section 2. The first annual meeting of members of the Association shall be held in accordance with 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 ten (10) days written notice thereof shall be given to each co-owner. Thereafter, the annual meetings of members of the Association shall be held on the third Friday of October each succeeding year (commencing the third Friday in October of the calendar year following the year in which the first annual meeting is held) at such time and place as shall be determined by the Board of Directors. At such meetings, there shall be elected by ballot of the co-owners, a Board of Directors in accordance with the requirements of these By-Laws. The co-owners may also transact at annual meetings such other business of the Association 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 in number 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 purpose 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, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each co-owner at the address shown in the notice required to be filed with the Association by the Condominium By-Laws or to the address of the unit owned by the co-owner shall be deemed notice served. Any member may, by written waiver of notice signed by such member, waive such notice, and such waiver when filed in the records of the association shall be deemed due notice.

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

ARTICLE III

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

Section 2. The first Board of Directors designated in the Articles of Incorporation, their successors and any directors elected prior to the first annual meeting in accordance with Section 7; Article I of the Condominium By-Laws shall manage the affairs of the Association until a successor Board of Directors is elected at the first meeting of members of the Association convened in accordance with the Condominium By-Laws. The first Board of Directors shall continue until the first annual meeting of members. The term of the Board of Directors elected at the first annual meeting shall continue until the next regularly scheduled annual meeting. The term of all other directors shall be one year. All directors shall hold office until their successors have been elected and hold their first meeting. After the first Board of Directors, the number of Directors shall be five (5).

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

Section 4. Vacancies in the first or any successor Board of Directors caused by any reason other than the removal of a director by a vote of the members of the Association shall be

) filled by vote of the majority of the remaining directors, even though they may constitute less than a quorum. Each person so elected shall be a director until a successor is elected at the next annual meeting of the Association.

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

Section 6. The first meeting of a newly elected Board of Directors shall be held within ten (10) days of election at such place and time 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.

) 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. At least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each director, personally, or by mail, telephone or telegraph at least five (5) days prior to the date of the 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, or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of one director.

Section 9. Before or at any meeting of the Board of Directors, any director may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a director at any meetings of the Board shall be deemed a waiver of notice by that director 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 di-

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

Section 11. The Board of Directors shall require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums for such bonds shall be expenses of administration.

ARTICLE IV

Section 1. The principal officers of the Association shall be a president, vice president, secretary and treasurer. The directors may appoint an assistant treasurer and an assistant secretary and such other officers as, in their judgment, may be necessary. One person may hold more than one office.

Section 2. The officers of the Association shall be appointed annually by the Board of Directors and shall hold office at the pleasure of the Board.

Section 3. Any officer may be removed by the Board of Directors either with or without cause, and the successor to the removed officer may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for such purpose.

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

Section 5. The Vice President shall take the place of the President and perform the President's 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 Direc-

tors shall appoint some other member of the Board to so do on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed 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 and shall have charge of the corporate seal and of such books and papers as the Board of Directors may direct; and shall, in general, perform all duties incident to the office of the Secretary.

Section 7. The Treasurer shall have responsibility for all 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. The Treasurer shall be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may from time to time be designated by the Board of Directors.

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

ARTICLE V

Section 1. The Board of Directors may adopt a seal on behalf of the Association which shall have inscribed thereon the name of the Association, the words "Corporate Seal" and "Michigan."

ARTICLE VI

Section 1. The fiscal year of the Association shall be an annual period commencing on such date as may be initially determined by the Board of 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 Board of Directors for accounting reasons or other good cause.

Section 2. The funds of the Association shall be deposited in such bank as may be designated by the Board of Directors and shall be withdrawn only upon the check or order of such officers, employees or agents as are designated by the Board of Directors from time to time.

ARTICLE VII

Section 1. These By-Laws may be amended in the same manner as the Condominium By-Laws, provided, however, that no amendments hereto need be recorded with any register of deeds in order to become effective.

ARTICLE VIII

Section 1. These By-Laws are set forth to comply with Michigan law and with the Master Deed and the exhibits thereto, including the Condominium By-Laws, and with the Articles of Incorporation of the Association. If any of these By-Laws conflict with the provisions of said laws or with the provisions of said Master Deed or the exhibits thereto or the Condominium By-Laws, or Articles of Incorporation, the provisions of the laws and said Master Deed, exhibits, By-Laws and Articles shall be controlling.

THE MAPLES OF NOVI, MAPLE HEIGHTS

EXHIBIT A

BYLAWS

ARTICLE I

ASSOCIATION OF CO-OWNERS

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

ARTICLE II

ASSESSMENTS

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising

ing within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the General Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

Section 2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

(a) Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those General Common Elements that must be repaired or replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 3 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. Since the minimum standard required by the subparagraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although the failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, (2) to provide repairs or replacements of existing General Common Elements, Limited Common Elements and improvements located on Limited Common Elements and Units to the extent the Association is obligated to repair and replace, (3) to provide additions to the General Common Elements no exceeding \$1,000 annually for the entire Condominium Project, or (4) in the event of emergencies, the Board

of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Board of Directors also shall have the authority, without Co-owner consent, to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the General Common Elements of a cost exceeding \$1,000 for the entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than 80% of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof and shall not be enforceable by the creditors of the Association or of the members thereof.

(b) Planned Residential Development Assessments. The Association shall collect a pro-rata share from each Co-owner, in addition to the assessments set forth above, of all assessments levied against the Association and/or the Co-owners pursuant to the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as defined in Article III of the Master Deed. The default and enforcement provisions contained in Sections 3 and 5 of this Article II shall apply with respect to the collection of all assessments levied under the Declaration. All assessments collected from the Co-owners shall be paid over by the Association to the appropriate entity on or before the due date established for the payment of such assessments in the Declaration.

Section 3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided herein or in the Master Deed, all assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-

owners in accordance with the percentage of value allocated to each Unit in Article V of the Master Deed, without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article III, Section 2(a) above shall be payable by Co-owners in regular installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. A late charge not exceeding \$25 per installment may be assessed automatically by the Association upon each installment in default five or more days until each installment, together with all applicable late charges, is paid in full. The Board of Directors shall also have the right to increase the amount of the late charge upon notification to all Co-owners. The Association also may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to the late charge. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Co-owner is the owner thereof, except a land contract seller shall not be personally liable for all such assessments levied up to and including the date upon which such 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 costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 4. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 5. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall

have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any services to a Co-owner in default upon seven days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to serve on committees or as a Director of the Association, to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

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

(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expira-

tion of ten days after mailing, by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within 20 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's fees and further assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the ten day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

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

Section 6. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 7. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the

regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining 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, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units owned by it on which a completed building is located. For instance, the only expense presently contemplated that the Developer might be expected to pay is a pro rata share of snow removal and other road maintenance from time to time as well as a pro rata share of any administrative costs which the association might incur from time to time. Any assessments levied by the Association against the Developer for other purposes shall be void without Developer's consent. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed building" shall mean a building with respect to which a certificate of occupancy has been issued by the City of Novi.

Section 8. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 9. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 10. Mechanic's Lien. A mechanic's lien otherwise arising under Act No. 497 of the Michigan Public Acts of 1980, as amended, shall be subject to Section 132 of the Act.

Section 11. Statement as to Unpaid Assessments. The purchaser of any Unit may request a statement of the Association as to the amount of any unpaid Association assessments thereon,

whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the 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.

ARTICLE III

ARBITRATION

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

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

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

ARTICLE IV

INSURANCE

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

(a) Responsibilities of Co-owners and Association. All such insurance shall be purchased by the Association for the benefit of the Association, and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. It shall be each Co-owner's responsibility to determine by personal investigation or from the Co-owner's own insurance advisors the nature and extent of insurance coverage adequate to the Co-owner's needs and thereafter to obtain insurance coverage for his personal property and any additional fixtures, deck(s), equipment and trim (as referred to in subsection (b) below), located within the Co-owner's dwelling and Unit or elsewhere on the Condominium and for the Co-owner's personal liability for occurrences within the Co-owner's dwelling, Unit or upon Limited Common Elements appurtenant to the Unit, and also for alternative living expense in event of fire, and the Association shall have absolutely no responsibility for obtaining such coverages.

(b) Insurance of Dwellings, Common Elements and Fixtures. All Common Elements of the Condominium Project and all dwellings shall be insured against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to the current insurable replacement value excluding foundation and excavation costs, as determined annually by the Board of directors of the Association in consultation with the Association's insurance carrier and/or its representatives in light of commonly employed methods for the reasonable determination of replacement costs. Such coverage shall be effected upon an agreed-amount basis for the entire Condominium Project with appropriate inflation riders in order that no co-insurance provisions shall be invoked by the insurance carrier in a manner that will cause loss payments to be reduced below the actual amount of any loss (except in the unlikely event of total project destruc-

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

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his

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

Section 3. Waivers of Subrogation. The Association, as to all policies which it obtains, and all Co-owners, as to all policies which they obtain, shall use their best efforts to see that all property and liability insurance carried by the Association 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.

ARTICLE V

RECONSTRUCTION OR REPAIR

Section 1. Responsibility for Reconstruction or Repair. If any part of the Condominium Premises shall be damaged, the determination of whether or not it shall be reconstructed or repaired, and the responsibility therefor, shall be as follows:

(a) General Common Elements. If the damaged property is a General Common Element, the damaged property shall be rebuilt or repaired unless all of the Co-owners and all of the institutional holders of mortgages on any Unit in the Project unanimously agree to the contrary.

(b) Limited Common Elements. If the damaged property is a Limited Common Element for which individual Co-owners are obligated to insure, the Co-owner of such Unit shall apply the insurance proceeds toward and be responsible for rebuilding or repairing the damaged property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Property damaged for which the Association is obligated to insure shall be repaired in accordance with Section 3 below. Either the Co-owner or the

Association shall, depending on which has the obligation to insure the improvements, remove all debris and restore the Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc.
Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit unless the Co-owners shall unanimously decide otherwise.

Section 3. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to property for which the Association has the responsibility of maintenance, repair, reconstruction and insuring, the Association shall obtain reliable and detailed estimates of the cost to place 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 cost of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the cost thereof are insufficient, assessment shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property without delay.

Section 5. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Co-owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If a Co-owner's entire Unit is taken by eminent domain, such Co-owner and his mortgagee shall, after acceptance of the condemnation award therefor, be divested of all interest in the Condominium Project.

(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 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) Continuation of Condominium After Taking. In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be 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 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner.

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

(e) Applicability of the Act. To the extent not inconsistent with the foregoing provisions, Section 133 of the Act shall control upon any taking by eminent domain.

Section 6. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

Section 7. Notification of FHLMC and FNMA. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") or by the Federal National Mortgage Association ("FNMA"), then, upon request therefor by FHLMC or FNMA, the Association shall give it written notice at such address as it may, from time to time, direct of any loss to or

) taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000 in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC or FNMA exceeds \$1,000.

ARTICLE VI

RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the City of Novi. Notwithstanding the foregoing, maintenance of an adult foster care facility, adult foster care family home, adult foster care large group home and adult foster care small group home, as such terms are defined in the Adult Foster Care Facility Licensing Act (Act 218 of the Public Acts of 1979), shall not be permitted.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subsection (b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure or deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy, except under a lease the initial term of which is at least six months, unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in his discretion.

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

(1) A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association at least ten days before presenting a lease form to a potential lessee and, at

the same time, shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent Units before the Transitional Control Date, he shall notify either the Advisory Committee or each Co-owner in writing.

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

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

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

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

(iii) If after 15 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Co-owner and rent or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Co-owner liable for any damages to the General Common Elements caused by the Co-owner or tenant in connection with the Unit or Condominium Project.

(4) When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearages to a tenant occupying a Co-owner's Unit under a lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the Co-owner the arrearages and future assessments as they fall due and pay them to the Association. The deductions shall not constitute a breach of the rental agreement or lease by the tenant.

Section 3. Architectural Control. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere with the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, including the installation of any landscaping either within a Unit or on a Common Element, unless plans and specifications therefor, containing such detail as the Developer may reasonably request, have first been approved in writing by the Developer. All improvements must also receive any necessary approvals from the local public authority. Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, 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 be constructed and the degree of harmony thereof with the Condominium as a whole. 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. 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.

Section 4. Alterations and Modifications of Units and Common Elements. The written approval of the Board of Directors and, during the Development and Sales Period, also the written approval of the Developer, shall be obtained by a Co-owner prior to making alterations, modifications or changes in any of the Units or Common Elements, Limited or General, including, without limitation, the erection of antennas of any sort (including dish antennas), lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or other exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No Co-owner

shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. No fences shall be permitted without the specific approval of the Developer, during the Development and Sales Period and, thereafter, by the Association.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements 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. Pets. No animals other than household pets shall be maintained in the Condominium by any Co-owner. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any damage, loss or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. 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. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.

Section 7. Aesthetics. The Common Elements, both Limited and General, shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonable necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Any lawn furniture placed in lawn areas must be within the Unit, or the General Common Element surrounding a Unit, and must be removed immediately after use. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Co-owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Co-owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit.

Section 8. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored upon the General Common Elements of the Condominium. Notwithstanding the foregoing, a recreational vehicle may be parked in a driveway for a period of not to exceed 24 consecutive hours for the purpose of loading and unloading. Vehicles shall be parked in garages to the extent possible. Any extra vehicles shall be parked on the paved driveway assigned to the Unit; provided, however, the vehicles are not parked in an unsightly manner as determined by the Board of Directors. The Association may require reasonable screening of such supplementary parking areas within any Unit. Garage doors shall be kept closed when not in use. No inoperable vehicles of any type may be brought or stored upon the Condominium Premises either temporarily or permanently. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. Co-owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises. The Association may make reasonable rules and regulations in implementation of this Section. The purpose of this Section is to accom-

moderate reasonable Co-owner parking, but to avoid unsightly conditions which may detract from the appearance of the Condominium as a whole. Use of motorized vehicles anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section 8, is absolutely prohibited. Overnight parking on any street in the Condominium is prohibited except as the Association may make reasonable exceptions thereto from time to time.

Section 9. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, without written permission from the Association and, during the Development and Sales Period, from the Developer or the Declarant as defined in the Declaration.

Section 10. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Co-owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date. Copies of all such rules, regulations and amendments thereto shall be furnished to all Co-owners.

Section 11. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Limited Common Elements appurtenant thereto from time to time, during reasonable working hours, upon notice to the Co-owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. 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 cause thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 12. Landscaping. No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements, Limited or General, or within Units without the prior written approval of the Association and, during the Development and Sales Period, the Developer.

Section 13. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 14. Co-owner Maintenance. Each Co-owner shall maintain his Unit and any Limited Common Elements appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements which are appurtenant to or which may affect any other Unit. Each Co-owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Co-owner shall bear the expense to the extent of the deductible amount). Each individual Co-owner shall indemnify the Association and all other Co-owners against such damages and costs, including attorney's fees, and all such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II hereof.

Section 15. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, 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, materials, color scheme, location and approximate cost of such structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such Plan or specifications, or grading or landscaping plans which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans, specifications, grading or landscaping, it shall

have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. 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.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development and Sales Period, or the Declarant under the Declaration, or of the Association in furtherance of its powers and purposes set forth herein and in its Articles of Incorporation, as the same may be amended from time to time. Notwithstanding anything to the contrary elsewhere herein contained, Developer shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

(c) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If, at any time, the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 16. Declaration of Easement, Covenants, Conditions and Restrictions for The Maples of Novi Community. The Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as defined in Article III of the Master Deed is incorporated herein by reference and shall be bind-

ing upon all Co-owners and the Association to the extent applicable to the Condominium Project. In accordance with such Declaration, each Co-owner in The Maples of Novi, Maple Heights, shall abide by the provisions contained in said Declaration as it may be amended and by the rules and regulations that may be established from time to time as provided in the Declaration.

ARTICLE VII

MORTGAGES

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

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

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

ARTICLE VIII

VOTING

Section 1. Vote. Except as limited in these Bylaws, each Co-owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance

with Section 2 of Article IX. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 of this Article VIII below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting, the Developer shall be entitled to one vote for each Unit which it owns.

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

Section 4. Quorum. The presence in person or by proxy of 35% of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast. Notwithstanding the foregoing, the quorum shall be reduced to 25% of the Co-owners qualified to vote for any adjourned meeting as is provided in Section 6 of Article IX below, except when voting on questions specifically required by the Condominium Documents to require a greater quorum.

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

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

ARTICLE IX

MEETINGS

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

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

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held in the month of March each succeeding year after the year in which the First Annual Meeting is held, on such date and at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight months

) after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.

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

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

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (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 8. Action Without Meeting. Any action which may be taken at a meeting of the members (except for the election or

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

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

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

ARTICLE X

ADVISORY COMMITTEE

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance of purchasers of one-third (1/3) or the 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 perpetrated in any manner the Developer deems advisable, except that if more than 50% 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 other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. A chairman of the committee shall be selected by the members. The Advisory Committee shall cease to exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace, at its discretion at any time, any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI

BOARD OF DIRECTORS

Section 1. Number and Qualification of Directors. The Board of Directors shall be comprised of three (3) members and shall continue to be so comprised until enlarged to five (5) members in accordance with the provisions of Section 2 hereof. All Directors must be members of the Association or officers, partners, trustees, employees or agents of members of the Association, except for the first Board of Directors. Directors shall serve without compensation.

Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors shall be comprised of three (3) persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owner to the Board, the Board shall be increased in size from three persons to five persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below. The terms of office shall be two (2) years. The Directors shall hold office until their successors are elected and hold their first meeting.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, one of the five Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in

number of the Units that may be created, two of the five Directors shall be elected by non-developer Co-owners. When the required number of conveyances 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, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 75% of the Units, 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 Director as long as he owns at least ten percent (10%) of the Units in the Project. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of

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

(iv) At the First Annual Meeting, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting, all nominees shall stand for election as one slate and the three persons receiving the highest number of votes shall be elected for a term of two years and the two persons receiving the next highest number of votes shall be elected for a term of one year. At each annual meeting held thereafter, either two or three Directors shall be elected depending upon the number of Directors whose terms expire. After the First Annual Meeting, the term of office (except for two of the Directors elected at the First Annual Meeting) of each Director shall be two years. The Directors shall hold office until their successors have been elected and hold their first meeting.

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

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

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

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

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

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

(d) To rebuild improvements after casualty.

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

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

) (g) To borrow money and issue evidence of indebtedness in furtherance of any or all of the purposes of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of 75% of all of the members of the Association in number and in value.

(h) To make rules and regulations in accordance with Article VI, Section 10 of these Bylaws.

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

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

(k) To collect from each Co-owner his pro-rata share of all assessments levied against the Association under the Declaration of Easements, Covenants, Conditions and Restrictions for The Maples of Novi Community as defined in Article

III of the Master Deed and to pay such assessments to the person or entities entitled thereto under the aforesaid Declaration.

(1) To delegate to The Maples of Novi Community Association, as established pursuant to the Declaration, such of the Association's responsibilities for maintenance, repair, replacement, operation and administration of the Common Elements as the Board may, in its discretion, deem appropriate from time to time. Further, the Board shall comply with and adhere to such standards of maintenance, repair, replacement, operation and administration for condominium projects and other residential developments within The Maples of Novi Community as may be determined from time to time by The Maples of Novi Community Association.

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. 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 90 days' written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the Co-owners qualified to vote and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal 35% requirement set forth in Article VIII, Section 4 and shall not be reduced. 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 selected by it at any time or from time to time in its sole discretion. Likewise, any Director selected by the non-developer Co-owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner as set forth in this paragraph for removal of Directors generally.

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

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

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

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

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

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

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

ARTICLE XII

OFFICERS

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

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

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

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

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

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

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

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

ARTICLE XIII

SEAL

The Association may (but need not) have a seal. If the Board determines that the Association shall have a seal, then it

shall have inscribed thereon the name of the Association, the words "corporate seal," and "Michigan."

ARTICLE XIV

FINANCE

Section 1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, and 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 account and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable working hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's first year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration.

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

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

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS

Every director and officer of the Association shall be indemnified by the Association against all expenses and liabilities,

including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, 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 as otherwise prohibited by law; 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 Association (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 days prior to payment of any indemnification which it has approved, the Association shall notify all Co-owners thereof. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in such amounts as it shall deem appropriate.

ARTICLE XVI

AMENDMENTS

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than 66-2/3% of all Co-owners. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of 66-2/3% of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without

) approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

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

ARTICLE XVII

DEFINITIONS

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

ARTICLE XVIII

COMPLIANCE

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment)

or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable 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.

Section 3. Removal and Abatement. The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit (but not into any dwelling or related garage), where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

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

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

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

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce

the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

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

(c) Default. Failure to respond to the Notice of Violation constitutes a default.

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

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

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

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

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use, or proposed action or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its 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 granted to the Developer or its successors shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the 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 of any real property rights granted or reserved to the Developer or its successors and assigns in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements

created and reserved in such documents which shall not be terminable in any manner hereunder and which shall be governed only in accordance with the terms of their creation or reservation and not hereby).

ARTICLE XXII

SEVERABILITY

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

MORTGAGEE'S CONSENT TO RECORDATION
OF CONDOMINIUM MASTER DEED

MANUFACTURERS BANK, N.A. (formerly known as MANUFACTURERS NATIONAL BANK OF DETROIT), a national banking association, of Detroit, Michigan, having an interest as Mortgagee in certain land situated in the City of Novi, County of Oakland, State of Michigan, more particularly described as:

SEE EXHIBIT "A" ATTACHED HERETO

now consents to the submission of the above-described land to condominium status pursuant to the Michigan Condominium Act by the recordation of the Master deed and exhibits thereto.

Witnesses:

MANUFACTURERS BANK, N.A.

Julie A. Klatt
Julie A. Klatt

L. Kathryn Goodwin
L. Kathryn Goodwin

By: Mark S. Lewandowski

Mark S. Lewandowski

Its: Second Vice President

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 23rd day of January, 1992, by Mark S. Lewandowski, the Second Vice President of MANUFACTURERS BANK, N.A., a national banking association, on behalf of the Bank.

My Commission Expires:

Donna J. Smith
Notary Public,

County, Michigan

DONNA J. SMITH

Notary Public, Oakland County, MI
My Commission Expires May 17, 1993

Drafted by and when
recorded, return to:

Robert Friedman, Esq.
Friedman and Friedman, P.C.
29777 Telegraph Road, #2401
Southfield, MI 48034
(313) 353-6760