

PURCHASER INFORMATION BOOKLET

FOR

WESTMINSTER PARK

A SITE CONDOMINIUM PROJECT

IN

**GRAND BLANC TOWNSHIP,
GENESEE COUNTY, MICHIGAN**

DEVELOPED BY:

Westminster Park Development Co., L.L.C.

16139 Silver Shore

Fenton, Michigan 48430

Telephone: (810) 629-4143

WESTMINSTER PARK PURCHASER INFORMATION BOOKLET

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CONDOMINIUM SUBDIVISION PLAN

WESTMINSTER PARK ASSOCIATION ARTICLES OF INCORPORATION

ESCROW AGREEMENT

I hereby certify, based upon the records in my office, that there are no tax liens or titles held by the state, or by any individual, against the within description, and that all taxes due thereon have been paid for the 5 years next preceding the date of this instrument.

Quinn T. Kildner
4/12/01

**WESTMINSTER PARK
MASTER DEED**

This Master Deed is executed on April 10, 2001, by Westminster Park Development Co., L.L.C., a Michigan limited liability company ("Developer"), 16139 Silver Shore, Fenton, Michigan 48430, pursuant to the provisions of the Michigan Condominium Act, 1978 P.A. 59, as amended, (the "Act").

RECITALS: By recording this Master Deed, and the attached Bylaws (Exhibit A) and Condominium Subdivision Plan (Exhibit B), the Developer intends to establish the real property described in Article 2 below, together with the improvements located and to be located on, and the appurtenances to, that real property as a residential site condominium project under the provisions of the Act. Therefore, the Developer establishes Westminster Park as a Condominium Project under the Act and declares that Westminster Park (the "Condominium", "Project" or the "Condominium Project") shall be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved and in all ways 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, 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 that:

Article 1. Title and Nature. The Condominium Project shall be known as Westminster Park, Genesee County Condominium Subdivision Plan No. 2101. 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 Exhibit B. Each Unit is capable of individual use by having its own entrance from and exit to a Common Element of the Project. Each Co-owner in the Project has an exclusive right to his Unit, has undivided and inseparable rights to share with other Co-owners the Common Elements of the Project, and has the right to construct a single residential dwelling on his Unit, subject to the Condominium Documents and all applicable laws.

Article 2. Legal Description. The land submitted to the Condominium Project is described as:

PART OF THE SOUTHWEST ¼ OF SECTION 17, T6N-R7E, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST-WEST ¼ LINE AS OCCUPIED, THAT IS S 89°55'34" E, 658.77 FEET FROM THE WEST ¼ CORNER OF SECTION 17; THENCE S 89°55'34" E 299.19 FEET TO A FOUND CONCRETE MONUMENT AT THE CORNER OF LOT 21 OF RIEGLER ACRES #1 AS RECORDED IN LIBER 30, PAGE 46 OF GENESEE COUNTY PLAT RECORDS; THENCE N 89°46'28" E, 359.59 FEET; THENCE S 00°05'31" W, 1327.64 FEET; THENCE N 89°57'28" W, 46.55 FEET; THENCE N 01°13'31" E 69.17 FEET; THENCE ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 264.00 FEET AND CENTRAL ANGLE OF 14°38'52" AND A CHORD BEARING AND DISTANCE OF N 08°32'57" E 67.31 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE RADIUS IS 202.40 FEET; AND CENTRAL ANGLE OF 21°38'43" AND CHORD BEARING AND DISTANCE OF N 79°08'07" W 76.01 FEET; THENCE N 89°57'28" W 97.00 FEET; THENCE S 00°02'32" W 150.00 FEET; THENCE N 89°57'28" W 453.00 FEET; THENCE N 00°08'06" E 1325.35 FEET; TO THE POINT OF BEGINNING. RESERVING THEREFROM THAT PART USED, TAKEN OR DEEDED FOR PORTER ROAD, CONTAINING 19.51 ACRES MORE OR LESS.

Article 3. Definitions. Certain terms are utilized in this Master Deed and Exhibits A and B, and in various other instruments such as the Rules and Regulations of the Westminster Park Association, and deeds, mortgages, liens, land contracts, easements and other instruments affecting the establishment of, or transfer of interests in, the Project. Those terms are usually capitalized (for example, the "Project") and are defined in the Act. Wherever used in those documents or any other pertinent instruments, those terms shall have the meanings given to them in the Act. The following terms are not defined in the Act, and shall have these meanings:

§ 3.1. Homesite. "Homesite" shall mean each Condominium Unit, its appurtenant Limited Common Elements, and the General Common Element land area between the Unit and the paved portion of the adjacent roadway.

§ 3.2. Development Period. "Development Period", means the period commencing on the date this Master Deed is recorded and continuing as long as Developer owns any Unit in the Project.

Article 4. Common Elements. The Common Elements of the Project and the respective responsibilities for maintenance, decoration, repair and replacement are:

§ 4.1. General Common Elements. The General Common Elements are:

¶ 4.1.1. Roads. The roadways located within the boundaries of Westminster Park, unless and until they are dedicated to the public.

¶ 4.1.2. Land. Land within the Condominium Project not identified as either Units or Limited Common Elements shall be a General Common Element.

¶ 4.1.3. Electrical, Gas, Telephone and Cable Television. All underground electrical, gas, telephone and cable television mains and lines up to the point where they intersect the boundary of a Homesite and all common lighting for the Project, if any is installed.

¶ 4.1.4. Storm Water Drainage System. All storm water drainage facilities, if any, serving the Project, and the storm water detention and retention areas, if any, designated on the Condominium Subdivision Plan as General Common Elements.

¶ 4.1.5. Water and Sanitary Sewers. The water mains, if and when they are installed, and sanitary sewer mains servicing the Project, but not laterals or leads to a Unit.

¶ 4.1.6. Landscaping, Exterior Lighting and Sprinkler Systems. All landscaping, exterior lighting and sprinkler systems installed by the Developer or the Association within the General Common Element land areas.

¶ 4.1.7. Other. Other elements of the Condominium not designated as General or Limited Common Elements and not located within a Unit that are intended for common use of all Co-owners or are necessary to the Project.

§ 4.2. Limited Common Elements. Limited Common Elements shall be subject to the exclusive use and enjoyment of the Owner(s) of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are:

¶ 4.2.1. Land. Certain land may be shown on the Condominium Subdivision Plan as Limited Common Element, and is limited in use to the Unit to which it appertains, as shown on Exhibit B.

¶ 4.2.2. Utility Leads. All utility laterals and service leads serving a Unit and all water wells and pumps, and all related potable water facilities servicing a Unit are limited in use to the Units serviced by them.

¶ 4.2.3. Driveways. Private driveways serving individual Units are Limited Common Elements, even if they are located partially on the General Common Element land area.

§ 4.3. Structures on Units Not Common Elements. Except as otherwise provided in the Condominium Documents, all structures and improvements located within the boundaries of a Homesite shall be owned in their entirety by the Co-owner of the Homesite on which they are located and shall not be Common Elements.

§ 4.4. Responsibilities. The responsibilities for the maintenance, decoration, repair and replacement of the Common Elements are:

¶ 4.4.1. Co-owner Responsibilities.

4.4.1.1. Homesites. The responsibility for and the costs of maintenance, decoration, repair, replacement and insurance (both property and liability) of each Homesite (including all easement areas located on the Homesite), all improvements on that Homesite (except actual physical improvements that are General Common Elements) and all Limited Common Elements appurtenant thereto shall be borne by the Co-owner of the Unit in that Homesite or to which the Limited Common Element appertains, subject to the maintenance, appearance and other standards contained in the Bylaws and Rules and Regulations of the Association.

4.4.1.2. Utility Services. The responsibility for and cost of maintenance, repair and replacement of all utility laterals and service leads within a Homesite shall be borne by the Co-owner of the Unit in that Homesite, except to the extent that those expenses are borne by a utility company or a public authority.

¶ 4.4.2. Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements, except the part of the General Common Element land area located within a Homesite, shall be borne by the Association, subject to any contrary provisions of the Bylaws. The foregoing notwithstanding, the Association may expend funds for landscaping, decoration, maintenance, repair and replacement of the General Common Element roadways, even after any dedication to the public, and such costs and expenses shall be costs of operation and maintenance of the Condominium.

§ 4.5. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications facilities, if any, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, the utility lines, systems and equipment, and any telecommunications and cable television facilities, shall be Common Elements only to the extent of the Co-owners' interest in those items, if any, and Developer makes no warranty whatever with respect to the nature or extent of that interest, if any. The extent of the Developer's and Association's responsibility will be to see to it that water, sanitary sewer, telephone, electric and natural gas mains are installed within reasonable proximity to, but not within, the Units. Each Co-owner will be entirely responsible for arranging for and paying all costs in connection with extension of utilities by laterals from the mains to any structures and fixtures located within the Units.

§ 4.6. Use of Units and Common Elements. No Co-owner shall use his Unit or the Common Elements in any way inconsistent with the purposes of the Project or in any way that will interfere with or impair the rights of any other Co-owner in the use and enjoyment of his Unit or the Common Elements.

§ 4.7. Special Provisions for Roads, Storm Water Detention Areas and Filtration Facilities. Unless and until they are dedicated to the public, the Association shall have the responsibility for the maintenance, repair, operation and replacement of the roads, storm water detention areas and storm water filtration facilities in the Project. The expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities and any reserve for the replacement thereof shall be expenses of administration of the Project, and shall be assessed against all Co-owners of Units in the Project. Except in the case of Co-owner fault, each of those Units shall be assessed a proportionate share equal to its Percentage of Value of the expenses of repair, maintenance, operation and replacement of the roads, storm water detention areas and storm water filtration facilities, which may be assessed as part of the regular assessments and/or as special assessments against those Units. The operation, maintenance, repair and replacement of the roads, storm water detention areas and storm water filtration facilities are further subject to the terms and provisions of the Bylaws of the Project. The roads, storm water detention areas and storm water filtration facilities shall be operated, maintained, repaired and replaced in accordance with the provisions of the Master Deed and Bylaws for the Project, all rules and regulations for the Project, and all applicable federal, state and local statutes, laws, ordinances and regulations. If the Association or its contractors or agents fails to comply with the roads, storm water detention areas and storm water filtration facilities operation, maintenance, repair or replacement requirements set forth in the Master Deed, the Bylaws and applicable laws, then, in addition to all other remedies available under applicable law, Grand Blanc Township, the Genesee County Road Commission, the Genesee County Drain Commissioner, the Michigan Department of Environmental Quality, and their respective contractors and agents, may, at their option, with or without notice, enter onto the Project or any Unit that is not in compliance and perform any necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities. In that event, the Association shall reimburse the Township, the County and/or their contractors all costs incurred by it in performing the necessary maintenance, repair, replacement and/or operation of or on the roads, storm water detention areas and storm water filtration facilities, plus an administrative fee of 15%. If the Association does not reimburse the Township for those costs, then the Township, at its option, may assess the cost therefor against the co-owners of the Units in the Project, to be collected as a special assessment on the next annual tax roll of the Township. At a minimum, the Association shall establish an annual inspection and maintenance program for the roads, storm water detention areas and storm water filtration facilities in the Project. This provision may not be modified, amended, or terminated without the consent of Grand Blanc Township.

§ 4.8. Conflicts Between Master Deed and Subdivision Plan. If there is a conflict between the Master Deed and the Condominium Subdivision Plan in the classification or designation of a common element as General Common Element or Limited Common Element, then the classification or designation contained in the Condominium Subdivision Plan shall control.

Article 5. Unit Descriptions and Percentages of Value.

§ 5.1. Description of Units. Each Unit in the Condominium Project is described in this Section with reference to the Condominium Subdivision Plan of Westminster Park as prepared by Flint Surveying & Engineering, Inc. (Exhibit B). The Project consists of 40 site Units. Each Unit consists of the volume of land and air within the Unit boundaries as delineated with heavy outlines on Exhibit B. None of the Units in the Project is enclosed within a structure.

§ 5.2. Percentages of Value. The percentage of value of each Unit is equal to the quotient resulting from dividing 100% by the number of Units in the Project. All of the Units shall have equal percentages of value, because the Units place approximately equal burdens on the Common Elements. The percentage of value assigned to each Unit shall determine each Co-owner's share of the Common Elements, the proportionate share of each Co-owner in the proceeds and expenses of administration and the value of the Co-owner's vote at meetings of the Association.

Article 6. Subdivision, Consolidation and Other Modifications of Units. Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. The resulting changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

§ 6.1. By Developer. Subject to approval by Grand Blanc Township, Developer reserves the sole right during the Development Period, without the consent of any other Co-owner or any mortgagee of any Unit, to:

¶ 6.1.1. Subdivide Units. Subdivide or resubdivide any Units that it owns.

¶ 6.1.2. Consolidate Contiguous Units. Consolidate under single ownership two or more contiguous Units that it owns.

¶ 6.1.3. Relocate Boundaries. Relocate any boundaries between adjoining Units that it owns.

In connection with any subdivision, consolidation or relocation of boundaries of Units by the Developer, the Developer may modify, add to or remove Common Elements, and designate or redesignate them as General or Limited Common Elements and shall reallocate the percentages of value of the affected Units, as required by the Act. These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by and at the expense of the Developer.

§ 6.2. By Co-owners. Subject to approval by Grand Blanc Township and, during the Development Period, the Developer, one or more Co-owners may:

¶ 6.2.1. Subdivision of Units. Subdivide or resubdivide any Units that he owns upon written request to the Association.

¶ 6.2.2. Consolidation of Units; Relocation of Boundaries. Consolidate under single ownership two or more contiguous Units that they own to eliminate boundaries or relocate the boundaries between those Units upon written request to the Association.

These changes shall be given effect by an appropriate amendment(s) to this Master Deed, which shall be prepared and recorded by the Association. The Co-owner(s) requesting the changes shall bear all costs of preparation and recording of the amendment(s). The changes shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

§ 6.3. Limited Common Elements. Limited Common Elements shall be subject to assignment and reassignment in accordance with Section 39 of the Act and in furtherance of the rights to subdivide, consolidate or relocate boundaries described in this Article 6.

§ 6.4. Construction of Improvements on Units. Subject to the restrictions contained in the Condominium Documents, including the Rules and Regulations of the Project, as amended, a Co-owner may construct on his Unit one single-family residence. All construction shall be in accordance with and subject to the Rules and Regulations and all applicable codes, ordinances, statutes, laws, rules, regulations and private use restrictions.

Article 7. Contraction of Condominium.

§ 7.1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of 40 Units on the land described in Article 2 of this Master Deed, as shown on the attached Condominium Subdivision

Plan. However, Developer reserves the right to establish a Condominium Project consisting of fewer than 40 Units and to withdraw from the Condominium Project all or some portion of the following described land:

PART OF THE SOUTHWEST ¼ OF SECTION 17, T6N-R7E, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST-WEST ¼ LINE AS OCCUPIED, THAT IS S 89°55'34" E, 658.77 FEET FROM THE WEST ¼ CORNER OF SECTION 17; THENCE S 89°55'34" E 299.19 FEET TO A FOUND CONCRETE MONUMENT AT THE CORNER OF LOT 21 OF RIEGLER ACRES #1 AS RECORDED IN LIBER 30, PAGE 46 OF GENESEE COUNTY PLAT RECORDS; THENCE N 89°46'28" E, 359.59 FEET; THENCE S 00°05'31" W, 3327.64 FEET; THENCE N 89°57'28" W, 46.55 FEET; THENCE N 01°13'31" E 69.17 FEET; THENCE ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 264.00 FEET AND CENTRAL ANGLE OF 14°38'52" AND A CHORD BEARING AND DISTANCE OF N 08°32'57" E 67.31 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE RADIUS IS 202.40 FEET; AND CENTRAL ANGLE OF 21°38'43" AND CHORD BEARING AND DISTANCE OF N 79°08'07" W 76.01 FEET; THENCE N 89°57'28" W 97.00 FEET; THENCE S 00°02'32" W 150.00 FEET; THENCE N 89°57'28" W 453.00 FEET; THENCE N 00°08'06" E 1325.35 FEET; TO THE POINT OF BEGINNING. RESERVING THEREFROM THAT PART USED, TAKEN OR DEEDED FOR PORTER ROAD, CONTAINING 19.51 ACRES MORE OR LESS,

(hereinafter referred to as "Contractible Area"). Therefore, any of the provisions of this Master Deed to the contrary notwithstanding, the number of Units in this Condominium Project may, at the option of the Developer, from time to time during the period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than two (2).

§ 7.2. Withdrawal of Land. In connection with the contraction of the Condominium Project, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article 7 as is or are 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.

§ 7.3. Contraction Not Mandatory. Nothing herein contained shall in any way obligate the Developer to contract or withdraw land from the Condominium Project. There are no restrictions on the election of the Developer to contract or withdraw land from the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to contract or withdraw portions of land from the Project in any particular order nor to construct particular improvements on the Contractible Area in any specific locations. Portions of the Contractible Area may be withdrawn from the Project at different times, at the Developer's sole discretion. There are no restrictions fixing the boundaries of the portions of the Contractible Area that may be withdrawn from the Project.

§ 7.4. Amendment of Master Deed and Modification of Percentages of Value. Such decrease in size of this Condominium Project shall be given effect by an appropriate amendment or amendment to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the discretion of the Developer or its successors and in which the percentages of value set forth in Article 5 hereof shall be proportionately readjusted in order to preserve a total value of 100 for the entire Project resulting from such amendment or amendments to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of Developer. Such readjustments, however shall reflect a continuing reasonable relationship among percentages of value based upon the method of original determination of percentages of value for the Project.

§ 7.5. Redefinition of Common Elements. Such amendment or 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 parcel or parcels being withdrawn from the Project by such amendment. In connection with any such amendment(s), 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 to the Project to any roadways and sidewalks that may be located on, or planned for the Contractible Area, and to provide access to any Unit or other development that is located on, or planned for the Contractible Area from the roadways and sidewalks located in the Project.

§ 7.6. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by 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.

§ 7.7. Consent of Interested Persons. The consent of no Co-owner shall be required as a condition for contraction or withdrawal of land from the Condominium Project. 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 amendment or amendments to this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of existing Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto. No land shall be withdrawn from the Project and the Project shall not be contracted without compliance with all ordinance requirements of the Township of Grand Blanc and approval of a revised site plan by the Township of Grand Blanc.

Article 8. Easements.

§ 8.1. Easement for Utilities. There shall be easements to, through and over the land in the Condominium (including all Units and Limited Common Elements) for the continuing maintenance, repair, replacement and enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as amended from time to time. If 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, construction deviations or change in ground elevations, reciprocal easements shall exist for the maintenance of that encroachment for as long as that encroachment exists, and for its maintenance after rebuilding in the event of destruction.

§ 8.2. Easements Retained by Developer.

¶ 8.2.1. Roadway Easements.

8.2.1.1. Developer reserves for the benefit of itself, its successors and assigns, 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 portions of the Project. Developer further reserves the right during the Development Period to install temporary construction roadways and access ways over the General Common Elements in order to gain access to the Project from a public road.

8.2.1.2. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development Period, and the Association shall have the right subsequent to that period, 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 General Common Element roadways in Westminster Park. That 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 Exhibit B, recorded in the Genesee County Records.

8.2.1.3. The Developer reserves the exclusive right until the lapse of the Development Period to maintain, repair, replace, decorate and landscape the Entranceways to the Project. The nature, extent and expense of maintenance, repair, maintenance, replacement, decoration and landscaping shall be at the sole discretion of the Developer. All costs and expenses of initial installation of decorations and landscaping shall not be costs and expenses of administration and operation of the Condominium, but shall be borne by the Developer. All costs and expenses of maintenance, repair, maintenance, replacement, decoration and landscaping other than for the initial installation of those improvements shall be costs and expenses of operation and administration of the Condominium. As used in this subparagraph 8.2.1.3 the term "Entranceways" shall include all General Common Element roads, including but not limited to paved portions of the General Common Element roads, the road right of way, median strips and planting and green areas located within 200 feet of the centerline of Porter Road. After expiration of the Development Period or when Developer assigns to the Association or to another person the Developer's rights under this subparagraph 8.2.1.3, the Association shall have the responsibility for maintenance, repair, replacement, decoration and landscaping of the entranceways to the extent those areas are General Common Elements for which the Association would otherwise have those responsibilities under the Master Deed and Bylaws for the Project.

¶ 8.2.2. Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium Premises, including, but not limited to, water, gas, telephone, electrical, cable television, storm and sanitary sewer mains. In the event the Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located on the

Condominium Premises, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization, tapping, tying-in, extension or enlargement.

¶ 8.2.3. Granting Utility Rights to Agencies. The Developer reserves the right at any time until the lapse of two (2) years after the expiration of the Development 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 to governmental agencies or to utility companies. Any easement or transfer of title may be conveyed 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 Exhibit B recorded in the Genesee County Records.

¶ 8.2.4. Developer's Right of Use. The Developer, its successors and assigns, agents and employees, may maintain facilities as necessary on the Condominium Premises to facilitate the construction, development and sale of the Units including offices, models, storage areas, maintenance areas and parking. The Developer shall also have the right of access to and over the Project to permit the construction, development and sale of the Units.

§ 8.3. 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 easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes that may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development Period has not expired.

§ 8.4. Association 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.

§ 8.5. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development Period, shall have the power to grant 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. However, the Board of Directors shall not enter into any contract or agreement or grant any easement, license or right of entry or do any other act or thing that 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.

§ 8.6. Easement for Maintenance of Roads, Storm Water Detention Areas and Filtration Facilities. The Association, the Genesee County Road Commission, the Genesee County Drain Commissioner, the Michigan Department of Environmental Quality, and Grand Blanc Township and their respective contractors, employees, agents and assigns are hereby granted a permanent and irrevocable easement to enter onto the General Common Elements, onto each Unit serviced by the roads, storm water detention areas and storm water filtration facilities, and onto the Limited Common Elements appurtenant to those Units for the purpose of inspections, improvement, repairing, maintaining (including preventative maintenance), and/or replacing the roads, storm water detention areas and storm water filtration facilities or any portion thereof. The area of the Condominium Premises that contains any part of the roads, storm water detention areas and storm water filtration facilities shall be maintained in a manner so as to be accessible at all times and shall contain no structures or landscaping features that would unreasonably interfere with such access. This easement shall not be modified, amended or terminated without the consent of Grand Blanc Township.

§ 8.7. Landscape Easements. The Developer and the Association are hereby granted easements for the construction, installation, maintenance, repair and replacement of entrance walls, entrance monuments, identification signs, plants and landscaping within those portions of Unit 1 designated and depicted as "Landscape Easements" in the Condominium Subdivision Plan for the Project, attached to this Master Deed as Exhibit B.

§ 8.8. Other Community Easements. The Developer (or the Association after the expiration of the Development Period) shall have the right to grant any other easements on the General Common Elements that are necessary or desirable for development,

community usage, coordinated maintenance and operation of Westminster Park and to confer responsibilities and jurisdiction for administration and maintenance of those easements upon the administrator of Westminster Park.

Article 9. Amendment. This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Co-owners, except that:

§ 9.1. Modification of Units or Common Elements. A Unit's dimensions, and the nature, extent and the responsibility for maintenance, repair or replacement of its appurtenant Limited Common Elements may not be modified in any material way without the written consent of the Co-owner and mortgagee of that Unit.

§ 9.2. Mortgagee Consent. A proposed amendment that would materially alter or change the rights of mortgagees generally shall require the approval of 66-2/3% of all first mortgagees of record allocating one vote for each mortgage held.

§ 9.3. By Developer. Prior to 1 year after expiration of the Development Period, the Developer may, without the consent of any Co-owner or any other person, amend the Condominium Documents to correct survey or other errors and make other amendments that do not materially affect any rights of any Co-owners or mortgagees in the Project. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 9.4. Change in Percentage of Value. The value of the vote of any Co-owner, the corresponding proportion of common expenses assessed against him and the percentage of value assigned to his Unit shall not be modified without his and his mortgagee's written consent, except as otherwise provided in the Condominium Documents.


§ 9.5. 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.

§ 9.6. Developer Approval. During the Development Period, the Master Deed and Exhibits A and B shall not be amended or modified without the written consent of the Developer.

§ 9.7. Governmental Approval. Except for amendments to correct minor survey errors and clerical errors and to expand or contract the Project if otherwise provided for in this Master Deed, this Master Deed, the Bylaws and the Condominium Subdivision Plan for the Project shall not be amended without the approval of Grand Blanc Township.

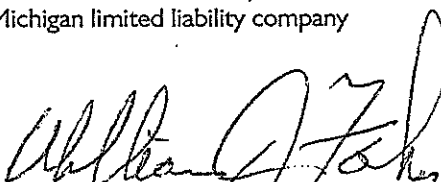
Article 10. Assignment. The Developer may assign any or all of its rights or powers under the Condominium Documents or law, to another person or the Association by an appropriate written document duly recorded in the office of the Genesee County Register of Deeds.

WITNESSES:




George F. Rizik II

Westminster Park Development Co., L.L.C.,
a Michigan limited liability company

by 


William Fohey, Authorized Member



Sandra L. Brill

STATE OF MICHIGAN)
)SS.
COUNTY OF GENESEE)

On April 10, 2001, the foregoing Master Deed was acknowledged before me by William Fohey, the Authorized Member of Westminster Park Development Co., L.L.C., a Michigan limited liability company, on behalf of the limited liability company.



Sandra L. Brill
Notary Public, Genesee County, Michigan
My commission expires: 6/24/01

Drafted by and when recorded return to:

George F. Rizik, II (P30595)

Attorney at Law

Rizik & Rizik, P.C.

8226 South Saginaw Street

Grand Blanc, Michigan 48439

(810) 953-6000

April 6, 2001

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EXHIBIT A TO MASTER DEED

BYLAWS OF WESTMINSTER PARK

Article 1. Association of Co-owners. Westminster Park, a residential site condominium Project located in Grand Blanc Township, Genesee County, Michigan, shall be administered by an Association of Co-owners which shall be a Michigan non-profit corporation (the "Association") responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the 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 the 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 his Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed, and other Condominium Documents for the Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Project. All Co-owners in the Project and all persons using or entering upon or acquiring any interest in any Unit or Common Elements shall be subject to the provisions and terms set forth in the Condominium Documents.

Article 2. Restrictions. All of the Units in the Condominium shall be held, used and enjoyed subject to the following limitations and restrictions:

§ 2.1. 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. No building of any kind shall be erected within a Unit except one private residence.

§ 2.2. Architectural Control and Construction Regulations. Except as otherwise expressly provided herein, the Architectural Control Committee shall have exclusive jurisdiction over and the rights of approval and enforcement of the restrictions contained in this Section 2.2. The Developer shall have the exclusive right in its sole discretion to appoint and remove all members of the Architectural Control Committee until such time as Certificates of Occupancy have been issued for dwelling structures in one hundred percent (100%) of the Units. There shall be no surrender of this right prior to the issuance of Certificates of Occupancy for dwelling units on one hundred percent (100%) of the Units except as the Developer may have specifically assigned to the Association, or to a successor developer, the power to appoint and remove the members of the Architectural Control Committee by a written instrument executed by the Developer in recordable form. From and after the date of an assignment to the Association, or the expiration of the Developer's exclusive power of appointment and removal, the Architectural Control Committee shall be appointed by the Board and the Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein. The Architectural Control Committee shall consist of at least one (1), but not more than five (5), persons. Neither the Developer nor any member of the Architectural Control Committee shall be compensated for time expended in architectural control activities.

¶ 2.2.1. The primary purpose of providing for architectural control is to assure the proper and harmonious development of the Condominium in order to maximize the aesthetic beauty of the Condominium consistent with the surrounding area. To this end, the Architectural Control Committee shall be deemed to have broad discretion to determine what dwelling structures, fences, walls, hedges or other structures and/or improvements will enhance the aesthetic beauty and desirability of the Condominium, or otherwise further or be consistent with the purpose of any restriction.

¶ 2.2.2. In no event shall the Developer, any successor developer, the Association or the Architectural Control Committee have any liability whatsoever to anyone for the Architectural Control Committee's approval or disapproval, or delay in acting upon, any plans, drawings, specifications, elevations of dwelling units, fences, walls, hedges or other structures or improvements subject hereto, whether such alleged liability is based on negligence, tort, express or implied contract, fiduciary duty or otherwise. In no event shall the Developer or any successor developer, the Association or the Architectural Control Committee have any liability to anyone, including but not limited to Unit Co-owners, for approval to plans, specification, structures or the like, which are not in conformity with the provisions of the Condominium Documents, or for disapproving or delaying the approval of plans, specifications, structures or the like, which may be in conformity with the Condominium Documents. In no event shall any party have the right to impose liability on, or otherwise contest judicially, the Developer, any successor developer, the Association, the individual directors and/or officers of the Association, or the Architectural Control Committee for any decision of the Developer, any successor developer, the Association or the Architectural Control Committee (or alleged failure or delay of the Developer, any successor developer, the Association or the Architectural Control Committee to make a decision) relative to the approval or disapproval of the dwelling structure and/or improvement or any aspect or other matter as to which the Developer or

or successor developer, acting through the Architectural Control Committee or otherwise, reserves the right to approve or waive under the Condominium Documents.

¶ 2.2.3. The approval by the Developer, successor developer or Architectural Control Committee, as the case may be, of a structure, improvement or other matter shall not be construed as a representation or warranty that the structure, improvement or other matter is in conformity with the ordinance or other requirements of the Township of Grand Blanc, or of any other governmental authority with jurisdiction, or with any law or statute. Any obligation or duty to ascertain any such non-conformities or to advise the Co-owner or any other person of same (even if known) is hereby disclaimed.

¶ 2.2.4. Architectural Control Process. Except as otherwise expressly provided, a Co-owner intending to construct, erect, modify or install any dwelling structure, garage, fence, wall, substantial additional landscape planting, tree, drive, walk, dog run, basketball backboard, playground equipment, deck, pool, hot tub, gazebo, exterior light post, gate or other structure or improvement, or to change the exterior appearance or elevation of any structure, in either case located upon a Homesite, shall submit to the Architectural Control Committee plans and specifications, including site, grading, utility, residence, garage and landscape plans, as applicable, prepared and sealed by an architect registered in the State of Michigan, or by another person or entity approved by the Architectural Control Committee, showing the size, nature, kind, type and color of the elevations, façade, height, materials, color scheme (including but not limited to stain and paint colors), siding, location and approximate cost of such improvement, and a landscaping plan showing, at a minimum, all lawn areas and at least one deciduous and one evergreen tree, each of which shall be at least eight feet tall, in the front yard of the Unit. The Co-owner shall obtain the express written consent of the Architectural Control Committee, which shall have the sole and absolute discretion to determine the suitability of same. A copy of the plans and specifications, as finally approved, shall be kept permanently with the Architectural Control Committee.

¶ 2.2.5. Construction Regulations; Landscaping. All Units shall meet or exceed applicable municipal ordinances pertaining to setbacks, building height, lot coverage, landscaping, etc.

¶ 2.2.6. Typical Yard Setbacks. The yard setback requirements as may be established by the Township from time to time shall be adhered to in the construction of any dwelling structure or other improvement upon a Unit, unless a variance therefrom is granted by the Township and the Developer, during the Development and Sales Period, or Association thereafter, consents thereto.

¶ 2.2.7. Minimum Size. Each one-story residence shall contain a minimum of 1,600 square feet of finished living space, excluding finished basements and garages. Each one-and-one-half story residence shall contain a minimum of 1,750 square feet of finished living space, excluding finished basements and garages. Each two-story residence shall contain a minimum of 1,950 square feet of finished living space, excluding finished basements and garages. Each residence shall have a minimum width of 47 feet.

¶ 2.2.8. Site Construction Required. Mobile homes are not permitted. Panelized, modular and prefabricated homes shall not be constructed on a Unit without the prior written consent of the Developer.

¶ 2.2.9. Exterior Materials. The exterior walls of all residences shall be of brick, stone, individual board natural wood siding, quality vinyl siding or other approved material. Texture 1-11 and aluminum siding are prohibited. At least 30% of each street-facing facade of each residence must be of brick or stone. Exterior colors are to be subdued and be approved by the Architectural Control Committee. All windows must be of high quality wood frame or high quality vinyl clad or solid vinyl construction. Metal windows are prohibited. Unpainted and natural colored aluminum windows and storm doors are prohibited.

¶ 2.2.10. Garages. All houses shall have either a 2-car attached garage or 3-car attached garage. All garages shall be side-loading garages, unless otherwise expressly allowed by the Developer in writing.

¶ 2.2.11. Fences. No Fences shall be erected or installed on a Unit or its appurtenant Limited Common Elements unless approved by the Architectural Control Committee. If allowed by the architectural Control Committee, fences shall also conform with any applicable Township ordinance.

¶ 2.2.12. Driveways. The entire length and width of all driveways shall be paved with asphalt. Common concrete driveways are prohibited.

¶ 2.2.13. Outbuildings. No sheds, polebarns, storage buildings, detached garages, boat houses and buildings other than the one approved principal residence of the Co-owner shall be constructed or placed on a Unit. Outbuildings on Units and Common Elements are prohibited.

¶ 2.2.14. Lawn Areas. All areas of a Homesite not landscaped with plant materials or hard surfaces shall be established as lawn areas by sodding or hydroseeding. Soil erosion controls shall be maintained until sod or hydroseeding has established growth taller than 2" above grade and established an adequate root system.

¶ 2.2.15. Outdoor Playsets. Outdoor playground equipment shall be located in the rear yards of the dwelling on any Unit and not nearer to any side line of the Homesite than any portion of such dwelling, in order to be visible from the road and not obtrusive to adjacent Units. Only outdoor playsets constructed of wood will be allowed. The type and size of playsets shall be approved in writing by the Developer.

¶ 2.2.16. Construction Period Activities and Maintenance. Throughout the course of construction, the job site shall be maintained in a clean and orderly manner. All trash and debris shall be promptly deposited in a dumpster located as unobtrusively as possible. Burning of trash and debris is prohibited. The road surface in the vicinity of the job site shall be kept clean of mud, trash and debris at all times. Violation of cleanliness regulations will result in fines to builders, landscapers and homeowners. Construction hours are from 7:00 A.M. to 8:00 P.M. Monday through Saturday except holidays. No construction activities are permitted during the evening or on Sundays. All construction, including access by construction vehicles and equipment, shall be confined to the boundaries of the Homesite under construction. Adjacent Homesites may not be used for parking, storage or access. All construction personnel shall park their vehicles either on the Homesite under construction or on the roadway along the curb in the immediate vicinity. Vehicles may not be parked on the grass behind the curb or on adjacent lots to prevent damage to the grassed areas along the road. Prior to commencement of construction, the Owner of the Unit or his builder shall lay a crushed concrete (minimum diameter of three inches) driveway at the entrance to the Unit having a minimum length of 40 feet, in order to avoid the tracking of mud from the Homesite onto the roads in the Project and on adjacent public roads. Dirt excavated for basements that is temporarily stored on the Homesite during foundation construction shall not be placed over the roots of trees intended to be preserved in order to avoid soil compaction and root damage. Storage of construction materials on the building site shall be done in a neat and orderly manner at a distance of at least thirty (30) feet from the curb. Materials shall not be stored on the road, near the curb, or on adjacent sites (even if vacant). The builder shall provide a portable toilet at the job site located so as not to be visible from the road until such time as the plumbing of the residence is in working order. Construction personnel shall use this portable toilet exclusively at the job site. The builder may erect one sign identifying the unit number and builder's name during the construction of a residence as approved by the Developer. Once started, construction shall be prosecuted on a continual basis with completion as soon as practical but, in any event, within twelve (12) months of the date of commencement. All landscaping, as approved by the Architectural Control Committee, shall be installed within 60 days of initial occupancy, season permitting.

¶ 2.2.17. Architectural Control Committee's Right to Waive or Amend Restrictions. Notwithstanding anything in these Bylaws to the contrary, the Developer, while in control of the Architectural Control Committee, reserves the right to waive any restriction or requirement, if in the Developer's sole discretion it is appropriate in order to maintain the atmosphere, architectural harmony, appearance and value of the Condominium and the Units, or to relieve the Owner of a Unit or a contractor from an undue hardship or expense. The approval of any site plan, landscaping plan or construction plan by the Architectural Control Committee or the Association and the waiver of any restriction by the initial or any subsequent Architectural Control Committee or the Association in connection with the approval of any site plan, landscape plan or construction plan shall not be deemed to be a warranty, representation or covenant by the Developer, the Architectural Control Committee or the Association that the plan complies with any law, ordinance or regulation, including but not limited to zoning ordinances, dimensional, bulk and setback ordinances, environmental laws and ordinances and sanitation or environmental health laws, ordinances and regulations. THE OWNER OF EACH UNIT SHALL BEAR ALL RESPONSIBILITY FOR COMPLIANCE WITH ALL SUCH LAWS AND ORDINANCES.

§ 2.3. Alterations and Modifications of Units and Common Elements.

¶ 2.3.1. No Co-owner shall make alterations, modifications or changes on any of the Units or Common Elements without the express written approval of the Developer. No Co-owner shall restrict access to any utility line or any other element that must be accessible to service the Common Elements or that affects an Association responsibility in any way. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit (except that holiday decorations shall be permitted subject to the Rules and Regulations of the Association as they may from time to time be amended), unless approved in writing by the Developer. After the initial construction of a dwelling structure upon or other improvement to

a Homesite, as provided in Section 2.2, no Co-owner shall alter the exterior appearance or structural elements of the dwelling structure or improvement, nor make any change in any of the Common Elements, General or Limited, without the express written approval of the Board (which approval shall be in recordable form) and of the Developer during the Development and Sales Period, including, without limitation, those items set forth in Section 2.2, where applicable, exterior painting, lights, aerials or antennas (except those antennas referred to in Section 2.3.2 below), awnings, doors, shutters, newspaper holders, mailboxes, or other exterior attachments or modifications. Notwithstanding having obtained such approval by the Board and the Developer, if required, the Co-owner shall obtain any required building permits and in all other respects shall comply with all building requirements of the Township. The Board may only approve such modifications as do not impair the soundness, safety or utility of the Condominium Project.

¶ 2.3.2. Notwithstanding the provisions of Section 2.3.1 above, a Co-owner of a Unit may install the following two types and sizes of antennas in or on the dwelling structure constructed upon his Unit, subject to Township ordinance, the provisions of this Section and any written rules and regulations promulgated by the Board: (1) Direct broadcast satellite antennas ("Satellite Dishes") 18 inches or less in diameter; and (2) Multi-point distribution service antennas (sometimes called wireless cable or MDS antennas) 18 inches or less in diameter. Antenna installation on General Common Element areas is prohibited. The rules and regulations promulgated by the Board governing installation, maintenance or use of antennas shall not impair reception of an acceptable quality signal, unreasonably prevent or delay installation, maintenance or use of an antenna or unreasonably increase the cost of installing, maintaining or using an antenna. Such rules and regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such rules and regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated therein. Antenna masts, if any, may be no higher than necessary to receive acceptable quality signals and may not extend more than three feet above the roofline without Board approval, due to safety concerns. A Co-owner desiring to install an antenna must notify the Association prior to installation by submitting a notice in the form prescribed by the Association. If the proposed installation complies with this Section 2.3.2 and all rules and regulations promulgated by the Board regarding installation and placement of antennas, installation may begin immediately; if the installation will not comply, or is in any way not routine in accordance with this Section and the rules and regulations, then the Association and Co-owner shall meet to discuss the installation promptly and in any event within seven (7) days, if possible, after receipt by the Association of the notice. The Association may prohibit Co-owners from installing the aforementioned Satellite Dishes and/or antennas if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewer's rights under Section 207 of the Federal Communications Commission ("FCC") rules. This Section is intended to comply with the rule governing antennas adopted by the FCC effective October 14, 1996, as amended by Order on Reconsideration released September 25, 1998, and is subject to review and revision to conform to any changes in the content of the FCC rules or the Telecommunications Act of 1996, and this Section may be modified through rules and regulations promulgated by the Board pursuant to Section 2.9 of these Bylaws.

¶ 2.3.3. The Co-owner shall be responsible for the maintenance and repair of any such modification or improvement. In the event the Co-owner fails to maintain and/or repair said modification or improvement to the satisfaction of the Association, the Association may undertake to maintain and/or repair same and assess the Co-owner the costs thereof and collect same from the Co-owner in the same manner as provided for the collection of assessments in Article II hereof. The Co-owner shall indemnify and hold the Association harmless from and against any and all costs, damages, and liabilities incurred in regard to said modification and/or improvement and shall be obligated to execute a modification agreement, if requested by the Association, as a condition for approval of such modification and/or improvement. No Co-owner shall in any way restrict access to any plumbing, water line, water line valves, water meter or other Common Element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, the Association may remove any coverings or attachments of any nature that restrict such access and will have no responsibility for repairing, replacing or reinstalling any materials, whether or not installation thereof has been approved hereunder, that are damaged in the course of gaining such access, nor shall the Association be responsible for monetary damages of any sort arising out of actions taken to gain necessary access.

§ 2.4. Activities. No improper, unlawful, noxious or offensive activity or an activity that is or may become an annoyance or a nuisance to the Co-owners shall be carried on in any Unit or upon the Common Elements. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time. Disputes among Co-owners arising as a result of this provision that 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. A 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 on his Unit, if approved. Activities deemed offensive and 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, burning of trash or leaves, installation or operation of electronic insect killers or operation of flood or other bright lights which are an annoyance to an adjacent resident.

§ 2.5. Pets. No animals, other than two household pets, shall be maintained by any Co-owner. Those pets shall be cared for and restrained so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be kept or bred for any commercial purpose. All animals shall be properly licensed. No animal may be permitted to run loose at any time upon the Common Elements. All animals 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. Any Co-owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of that animal on the premises, whether or not the Association has given its permission. Each Co-owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Co-owner. No dog that barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article V of these Bylaws if the Association determines that assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the Owner, remove or cause to be removed from the Condominium any animal that it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt additional reasonable rules and regulations with respect to animals as it deems proper. The Board of Directors of the Association may assess fines for violations of this Section in accordance with these Bylaws and in accordance with duly adopted Rules and Regulations of the Association.

§ 2.6. Aesthetics. The Common Elements 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 shall be stored out of sight in standard receptacles specified by the Developer, and placed at the curb for trash pickup no sooner than the evening before the collection day. If Grand Blanc Township does not provide for trash collection, then Co-owners shall contract with a single company selected by the Association in order to obtain a better rate and limit trash collection to a single day per week. Trash receptacles shall be removed as soon as possible after trash collection. If trash containers are stored outside, the storage location must be visually screened and approved by the Developer in writing. No refuse pile, compost heap or other unsightly or objectionable materials shall be allowed to remain on any Homestead. Refuse, ashes, building materials, garbage or debris of any kind shall be treated in a manner that is not offensive or visible to any other Co-owners in the Condominium. The Common Elements and Units shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. All portions of window treatments, including, but not limited to, curtains, drapes, blinds and shades, visible from the exterior of any dwelling shall be made of or lined with material which is white or off-white in color or blends with the exterior of the residence. In general, no activity shall be carried on nor condition maintained by a Co-owner, either in his Unit or upon the Common Elements, that 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 on his Unit. 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 item including, without limitation, windows, doors, screens, roofs, siding or any other component which is visible from a Common Element or other Unit. The type, style and location of basketball hoops shall be approved by the Developer. Hoops shall be located as to be as unobtrusive as possible. Hoops and poles shall not be located forward of the front of a residence.

§ 2.7. Vehicles. No house trailers, trucks, pick-up trucks, commercial vehicles, boat trailers, aircraft, boats, camping vehicles, camping trailers, motorcycles, all-terrain vehicles, snowmobiles, passenger vans, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked on the roads in the Condominium, and no such vehicles may be parked upon the premises of the Condominium unless in garages. No vehicle may be parked on the roads in the Condominium overnight. No inoperable vehicles of any type may be stored outdoors under any circumstances. Commercial vehicles and trucks shall not be parked in or about the Condominium except during deliveries or pickups in the course of business. The Association may require Co-owners to register with the Association all cars maintained on the Condominium Premises. No motorcycles, snowmobiles or vehicles designed primarily for off-road use shall be used, maintained or operated in the Condominium or on its roads.

§ 2.8. Advertising. No signs or other advertising devices of any kind that are visible from the exterior of a Unit or on the Common Elements, including any "For Sale" signs other than standard size "For Sale" signs customarily employed by real estate brokers and builders in Grand Blanc Township, shall be displayed without written permission from the Association and, during the Development Period, from the Developer. The Developer may withhold that permission in its sole discretion. The size, location, color and content of any sign permitted by the Developer shall be as specified by the Developer.

§ 2.9. Rules and Regulations. 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 rules, regulations and amendments shall be furnished to all Co-owners.

§ 2.10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and its appurtenant Limited Common Elements, during reasonable working hours, upon notice to the Co-owner, as 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 appurtenant Limited Common Elements as necessary to respond to emergencies. The Association may gain access in any manner reasonable under the circumstances and shall not be liable to a Co-owner for any resulting damage to his Unit and appurtenant Limited Common Elements. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

§ 2.11. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed and shall not 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 the Common Elements.

§ 2.12. Co-owner Maintenance. Each Co-owner shall maintain his Homesite and any Common Elements for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner shall also use due care to avoid damaging any of the Common Elements including, but not limited to, the telephone, water, gas, plumbing, electrical or other utility conduits and systems. 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, except to the extent those damages or costs are covered and reimbursed by insurance carried by the Association. Any costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article V.

§ 2.13. Reserved Rights of Developer.

¶ 2.13.1. Prior Approval by Developer. During the Development Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, and no addition to, or change or alteration to any structure shall be made (including in color or design), except interior alterations that do not affect structural elements of any Unit, and no hedges, trees or substantial planting or landscaping modifications shall be made, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of the structure or improvement and the grading or landscaping plan of the area to be affected shall have been submitted to and approved in writing by the Developer, its successors or assigns, and a copy of the plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any plan or specifications, or grading or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon the 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, and the degree of harmony 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. This Section shall be binding upon the Association and all Co-owners.

¶ 2.13.2. Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article II shall apply to the commercial activities or signs or billboards, if any, of the Developer during the Development Period or of the Association in furtherance of its powers and purposes. Despite any contrary provision, the Developer shall have the right to maintain a permanent, temporary or mobile sales office, model units, advertising display signs, storage areas, related parking rights, and access throughout the Project that it deems reasonable for the sale and development of the entire Project by the Developer.

¶ 2.13.3. Developer's Right to Approve Contractors. The Developer reserves the right to approve or disapprove, in its sole discretion, any or all contractors for construction of residences and related structures to be built within the Condominium Premises, for the purpose of regulating construction activities and promoting high quality construction standards.

¶ 2.13.4. Developer's Right to Receive Minutes. After the Transitional Control Date and prior to the expiration of the Development and Sales Period, the Developer, upon written request to the Board, shall have the right to be provided with copies of all minutes of regular and special meetings of the Board and of the members of the Association.

¶ 2.13.5. Enforcement of Bylaws. The Developer and the Association shall have the responsibility and the obligation to enforce the provisions contained in these Bylaws including the restrictions set forth in Article II. The 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 having an interest 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 those high standards, then the Developer, or any person to whom he may assign this right, at his option, may elect to maintain, repair and replace any Common Elements and to do any landscaping required by these Bylaws and to charge the cost to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development 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.

§ 2.14. Leasing and Rental.

¶ 2.14.1. Right to Lease. A Co-owner may lease or sell his Unit for the same purposes set forth in Section 2.1 subject to the provisions of Paragraph 2.14.2 below. No Co-owner shall lease less than an entire Unit in the Condominium. No tenant shall be permitted to occupy except under a lease having an initial term of at least six months unless approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its discretion.

¶ 2.14.2. Leasing Procedures. The leasing of Units in the Project shall conform to the following provisions:

2.14.2.1. A Co-owner, including the Developer, desiring to rent or lease a Unit, shall disclose that fact in writing to the Association and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents at least 10 days before presenting a lease form to a potential tenant. If the Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

2.14.2.2. 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.

2.14.2.3. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, then :

2.14.2.3.1. The Association shall notify the Co-owner by certified mail of the alleged violation by the tenant.

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

2.14.2.3.3. 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 tenant 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 Common Elements caused by the Co-owner or tenant.

2.14.2.3.4. When a Co-owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner'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 arrearage 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.

§ 2.15. Notification of Sale. A Co-owner intending to make a sale of his Unit shall notify the Association in writing at least 21 days before the closing date of the sale and shall furnish the name and address of the intended purchaser and other information reasonably required by the Association. The purpose of this Section is to enable the Association to be aware at all times of the identities of all persons owning or occupying a Unit and to facilitate communication with them regarding the rights, obligations and responsibilities

under the Condominium Documents. Under no circumstances shall this provision be used for purposes of discrimination against any owner, occupant or prospective owner on the basis of race, color, creed, national origin, sex or other basis prohibited by law.

§ 2.16. Incorporation of Rules and Regulations. The Rules and Regulations adopted by the Association and, during the Development Period, the Developer, as amended from time to time, are hereby made a part of these Bylaws as if fully set forth in these Bylaws, and may be enforced by the Developer and the Association as if a part of the Bylaws.

Article 3. Reconstruction and Repair.

§ 3.1. Association Responsibility for Repair. Immediately after the occurrence of a casualty causing damage to a General Common Element, 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 or after completion of the reconstruction or repair, the funds for the payment of the cost 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.

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

§ 3.3. Co-owner's Responsibility. Each Co-owner shall be responsible for all maintenance, repair and replacement required within his Homesite and appurtenant Limited Common Elements.

§ 3.4. Eminent Domain. The following provisions shall control upon any taking by eminent domain:

¶ 3.4.1. Taking of Unit or Improvements Thereon or a Limited Common Element. If all or any portion of a Unit or any improvements on a Unit or a Limited Common Element appurtenant to a Unit is taken by eminent domain, then the award for that taking shall be paid to the Co-owner and mortgagee of the Unit as their interests may appear, despite any contrary provision of the Act. If a Co-owner's entire Unit is taken by eminent domain, then that Co-owner and his mortgagee shall, after acceptance of the condemnation award, be divested of all interest in the Project.

¶ 3.4.2. Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds from that 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 in number and in value shall determine whether to rebuild, repair or replace the portion taken or to take any other action they deem appropriate.

¶ 3.4.3. Continuation of Condominium After Taking. If the Project continues after taking by eminent domain, then the remaining portion of the Project shall be resurveyed and the Master Deed amended accordingly. If any Unit has been taken, then Article V of the Master Deed shall also be amended to reflect that taking and to readjust the percentages of value of the remaining Co-owners proportionately, based upon a continuing value of 100% for the Condominium. That amendment may be made by an officer of the Association authorized by the Board of Directors without execution or approval by any Co-owner.

¶ 3.4.4. Notification of Mortgagees. If all or a part of a Unit or Common Elements is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the Association shall promptly notify each institutional holder of a first mortgage on any Unit in the Condominium.

¶ 3.4.5. Applicability of the Act. To the extent not inconsistent with these Bylaws, Section 133 of the Act shall control upon any taking by eminent domain.

§ 3.5. 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 or Common Elements.



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Article 4. Insurance.

§ 4.1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry all risk insurance coverage, liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$1,000,000 per occurrence), officers' and directors' liability insurance, workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, and pertinent to the ownership, use and maintenance of the General Common Elements. That insurance shall be carried and administered in accordance with the following provisions:

¶ 4.1.1. Responsibilities of Association. All insurance shall be purchased by the Association for the benefit of the Association, the Developer 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 Units.

¶ 4.1.2. Insurance of Common Elements. All General Common Elements of the Project shall be insured against fire and other perils covered by a standard extended coverage endorsement, if applicable and appropriate, in an amount equal to the current insurable replacement value, excluding foundation and excavation costs, if any, as determined annually by the board of directors of the Association. The Association shall not be responsible for maintaining insurance with respect to Limited Common Elements, Units, and structures on and improvements and appurtenances to Units, Limited Common Elements and Homesites.

¶ 4.1.3. Premium Expenses. All premiums on insurance purchased by the Association pursuant to these Bylaws shall be expenses of administration.

¶ 4.1.4. 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 III 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 that repair or reconstruction.

§ 4.2. Authority of Association to Settle Insurance Claims. Each Co-owner, by ownership of a Unit in the 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 Project and the General Common Elements, with all insurers that provide insurance for the Project, including the full power and authority to purchase and maintain insurance, to collect and remit premiums, to collect and distribute the proceeds to the Association, the Co-owners and 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 the Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the provisions of this Article.

§ 4.3. Responsibilities of Co-owners. Each Co-owner shall be responsible for obtaining all risk insurance coverage with respect to the building and all other improvements constructed or to be constructed within the perimeter of Co-owner's Unit and for his personal property located on that Unit or elsewhere on the Project. There is no responsibility on the part of the Association to insure any of those improvements whatsoever. Each Co-owner also shall be obligated to obtain insurance coverage for his personal liability for occurrences within the perimeter of his Homesite and appurtenant Limited Common Elements (naming the Association and the Developer as additional insureds), and also for any other personal insurance coverage that the Co-owner wishes to carry. Each Co-owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Co-owner. If a Co-owner fails to obtain or provide evidence of that insurance, then the Association may, but is not required to, obtain that insurance on behalf of the Co-owner, and the premiums for that insurance shall constitute a lien against the Co-owner's Unit and may be collected from the Co-owner in the same manner that Association assessments may be collected in accordance with Article V. Each Co-owner shall also be obligated to obtain insurance from an insurer identified by the Association in the event the Association elects to make that designation.

§ 4.4. Waiver of Right of Subrogation. The Association and all Co-owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Co-owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

§ 4.5. Indemnification. Each individual Co-owner shall indemnify and hold harmless every other Co-owner, the Developer and the Association for all damages and costs, including attorneys' fees, which the other Co-owners, the Developer or the Association may suffer as a result of defending any claim arising out of an occurrence on or within that individual Co-owner's Homesite or appurtenant

Limited Common Elements and shall carry insurance to secure this indemnity if required by the Association (or the Developer during the Development Period). This Section 4.5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Article 5. Assessments. All expenses arising from the management, administration and operation of the Association in carrying out its authority and duties as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the Co-owners in accordance with the following provisions:

§ 5.1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Project shall be expenditures affecting the administration of the Project, and all sums received as the proceeds of, or pursuant to, any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Project shall be receipts affecting the administration of the Project, within the meaning of Section 54(4) of the Act. If snow removal is not performed by a governmental body, the Association reserves the right to contract for the removal of snow from paved areas located within General Common Element areas and roadways dedicated to the public except the approaches of individual driveways servicing the Units. The cost of snow removal shall be an expense of administration of the Project.

§ 5.2. Determination of Assessments. Assessments shall be determined in accordance with the following provisions:

¶ 5.2.1. Budget. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year. The budget shall project all expenses for the coming year that may be required for the proper operation, management and maintenance of the Project, including a reasonable allowance for reserves and contingencies. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 5.3 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 this Paragraph may prove to be inadequate for this particular project, the Association of Co-owners should carefully analyze the 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 the year shall be established based upon the budget. 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. If the Board of Directors decides, in its sole discretion, that the assessments levied are or may be insufficient to pay the costs of operation and management of the Condominium, then it shall have the authority to increase the general assessment or to levy additional assessments that it deems necessary. The discretionary authority of the Board of Directors to levy assessments pursuant to this Paragraph shall rest solely with the Board of Directors for the benefit of the Association and its members, and shall not be enforceable by any creditors of or members of the Association.

¶ 5.2.2. Special Assessments. Special assessments, in addition to those required in Paragraph 5.2.1. above, may be made by the Board of Directors from time to time and approved by the Co-owners as provided below to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost exceeding \$2,000.00 for the entire Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5.5, or (3) assessments for any other appropriate purpose not described elsewhere in these Bylaws. Special assessments referred to in this Paragraph 5.2.2 (but not including those assessments referred to in Paragraph 5.2.1. 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 60% of all Co-owners in number. The authority to levy assessments pursuant to this Paragraph is solely for the benefit of the Association and its members and shall not be enforceable by any creditors of or members of the Association.

§ 5.3. Apportionment of Assessments and Penalty for Default. Unless otherwise provided in these Bylaws or in the Master Deed, all assessments levied against the Co-owners to cover 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. Payment of an assessment shall be on a monthly, quarterly, semiannual or annual basis, as determined by the Association. The payment of an assessment shall be in default if all or any part of that assessment is not paid to the Association in full on or before its due date. The Association may assess reasonable automatic late charges or may, under Section 19.4, levy fines for late payment. Each Co-owner (whether 1 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 that are levied while he is the owner. However, a land contract purchaser from any Co-owner including Developer shall be so personally liable and a land contract seller shall not be personally liable for all assessments levied up to and including the date upon which the land contract seller actually takes possession

of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest charges and fines for late payment on installments; and third, to installments in default in order of their due dates.

§ 5.4. 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.

§ 5.5. Enforcement.

¶ 5.5.1. 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.

¶ 5.5.2. Foreclosure Proceedings. Each Co-owner, and every other person who 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 made a part of these Bylaws for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to those actions. Further, each Co-owner and every other person who 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 that 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 his Unit, he was notified of the provisions of this Paragraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of assessments and a hearing on the same prior to the sale of the subject Unit.

¶ 5.5.3. Notice of Action. Neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 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 1 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 if the default is not cured within 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. The affidavit shall be recorded in the office of the Genesee County Register of Deeds prior to commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the 10-day period, the Association may take any remedial action available to it under these Bylaws or Michigan law. If the Association elects to foreclose the lien by advertisement, then 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.

¶ 5.5.4. 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.

§ 5.6. 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 that accrue prior to the time the holder comes into possession of the Unit (except for claims for a pro rata share of the assessments or charges resulting from a pro rata reallocation of the assessments or charges to all Units including the mortgaged Unit).

§ 5.7. 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, and 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 the Developer. The Developer's proportionate share of those 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 residential dwelling is located. The only expenses presently contemplated that the Developer might be expected to pay are a pro rata share of snow removal and other road maintenance and a pro rata share of any liability insurance. Any assessments levied by the Association against the Developer for other purposes shall be void without the 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 that litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a final certificate of occupancy has been issued by Grand Blanc Township.

§ 5.8. 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 under which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of the unpaid assessments that exist or a statement that none exist. That statement shall be binding upon the Association for the period stated. Upon the payment of that sum within the period stated, the Association's lien for assessments as to that Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least 5 days prior to the closing of the purchase of the Unit shall render any unpaid assessments and the lien securing them fully enforceable against the 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 prior to all claims except real property taxes and first mortgages of record.

§ 5.9. 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.

§ 5.10. 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 those personal property taxes shall be treated as expenses of administration.

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

Article 6. Arbitration.

§ 6.1. 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 those 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 the arbitration), and upon written notice to the Association, shall be submitted to arbitration and the parties shall accept the arbitrator's decision as final and binding, provided that no question affecting the claim of title of any person to any fee or life estate in real estate is involved. The Commercial Arbitration Rules of the American Arbitration Association then in effect shall be applicable to any arbitration.

§ 6.2. Judicial Relief. In the absence of the election and written consent of the parties under Section 6.1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any disputes, claims or grievances.

§ 6.3. Election of Remedies. The election and written consent by Co-owners or the Association to submit a dispute, claim or grievance to arbitration shall preclude them from litigating the dispute, claim or grievance in the courts.

Article 7. Mortgages.

§ 7.1. Notice to Association. Any Co-owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee. The Association shall maintain that 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 that Unit. The Association shall give to the holder of a first mortgage covering a Unit in the Project written notification of any default in the performance of the obligations of the Co-owner of that Unit that is not cured within 60 days.

§ 7.2. Insurance. The Association shall notify each mortgagee appearing in that 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 the coverage.

§ 7.3. Notification of Meetings. Upon request submitted to the Association, an institutional holder of a first mortgage lien on a 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 that meeting.

Article 8. Voting.

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

§ 8.2. 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 Project to the Association. Except as provided in Section 11.2 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 9.2. The vote of each Co-owner may be cast only by the individual representative named by the Co-owner in the notice required in Section 8.3 or by a proxy given by that 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 that period even though the Developer may own no Units at some time during that period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit that it owns.

§ 8.3. Designation of Voting Representative. Each Co-owner shall file a written notice with the Association naming an individual representative to vote at meetings of the Association and receive all notices and other communications from the Association on behalf of the Co-owner. The notice shall state the name and address of the representative, the number(s) of the Condominium Unit(s) owned by the Co-owner, and the name and address of each person or other entity who is the Co-owner. The notice shall be signed and dated by the Co-owner. The named representative may be changed by the Co-owner at any time by filing a new notice in the same manner.

§ 8.4. Quorum. The presence in person or by proxy of 35% of the Co-owners in number and in value 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 that 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.

§ 8.5. Voting. Votes may be cast only in person or by a writing duly signed by the named 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.

§ 8.6. Majority. A majority, except where otherwise provided, shall consist of more than 50% in value of those qualified to vote, present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. If expressly provided in these Bylaws, a majority may be required to exceed a simple majority.

Article 9. Meetings.

§ 9.1. Place of Meeting. Meetings of the Association shall be held at the principal office of the Association or at another suitable, convenient place designated by the Board of Directors. Meetings of the Association shall be conducted in accordance with Roberts Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Condominium Documents or the laws of the State of Michigan.

§ 9.2. 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 in Westminster Park have been sold and the purchasers qualified as members of the Association, but no later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit, whichever occurs first. The Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting. Those meetings shall not be construed as the First Annual Meeting of members. The date, time and place of that meeting shall be set by the Board of Directors, and at least 10 days' written notice shall be given to each Co-owner.

§ 9.3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of August each succeeding year after the year in which the First Annual Meeting is held, at a time and place determined by the Board of Directors. At those meetings the Co-owners shall elect by ballot a Board of Directors in accordance with Article XI of these Bylaws. The Co-owners may also transact other business of the Association that properly comes before them.

§ 9.4. Special Meetings. The President shall call a special meeting of the Co-owners if 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, place and purposes of the meeting. Only the business stated in the notice shall be transacted at a special meeting.

§ 9.5. Notice of Meetings. The Secretary shall (or other Association officer in the Secretary's absence) serve a notice of each annual or special meeting, stating the purpose, time and place of the meeting upon each Co-owner of record at least 10 days but not more than 60 days prior to the meeting. The mailing of a notice to each named representative at his address shown in the notice required by Section 8.3, shall be deemed notice served. Any member may waive notice in writing. The waiver, when filed in the records of the Association, shall be deemed due notice.

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

§ 9.7. 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 meetings held for the purpose of electing Directors or officers); (g) election of Directors (at meetings held for that purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at the meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary/Treasurer.

§ 9.8. Action Without Meeting. Any action that 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 9.5 for the giving of notice of meetings of members. 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 that manner. Approval by written ballot shall be constituted by receipt, within the specified time period of (i) a number of ballots that equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals that equals or exceeds the number of votes that would be required for approval if the action were taken at a meeting at which the total number of votes cast was the same as the total number of ballots cast.

§ 9.9. 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 that meeting, or an approval of the minutes. All waivers, consents or approvals shall be filed with the corporate records or made a part of the minutes of the meeting.

§ 9.10. 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 in the minutes. A recitation in the minutes of a meeting that notice of the meeting was properly given shall be prima facie evidence that proper notice was given.

Article 10. Advisory Committee. The Developer shall establish a Co-owners advisory committee as required by, and to be governed by, Section 52 of the Act.

Article 11. Board of Directors.

§ 11.1. Qualification of Directors. The Board of Directors shall consist of the number of members set forth in Section 11.2. 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.

§ 11.2. Election of Directors.

¶ 11.2.1. First Board. The first Board shall be comprised of one (1) person and such first Board, 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 to five (5) persons. Thereafter, elections for non-Developer Co-owner directors shall be held as provided in Paragraphs 11.2.2 and 11.2.3 below. The directors shall hold office until their successors are elected and hold their first meeting.

¶ 11.2.2. Appointment of Non-Developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after the conveyance of legal or equitable title to non-Developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the five (5) directors shall be elected by non-Developer Co-owners. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of fifty percent (50%) of the Units that may be created, two (2) of the five (5) directors shall be elected by non-Developer Co-owners. When the required number of conveyances has 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 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 11.7 or he resigns or becomes incapacitated.

¶ 11.2.3. Election of Directors at and After First Annual Meeting. Not later than one-hundred twenty (120) days after conveyance of legal or equitable title to non-Developer Co-owners of seventy five percent (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 one (1) director as long as the Developer owns and offers for sale at least ten percent (10%) of the Units in the Condominium or as long as ten percent (10%) of the Units remain that may be created. Whenever the required conveyance level is achieved, a meeting of Co-owners shall be properly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

¶ 11.2.4. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty four (54) months after the first conveyance of legal or equitable title to a non-Developer Co-owner of a Unit in the Condominium, the non-Developer Co-owners have the right to elect a number of members of the Board equal to the percentage of Units they own, and the Developer has the right to elect a number of members of the Board equal to the percentage of Units which are owned by the Developer and for which all assessments are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in Paragraph 11.2.2 above. Application of this Paragraph does not require a change in the size of the Board.

¶ 11.2.5. If the calculation of the percentage of members of the Board that the non-Developer Co-owners have the right to elect under Paragraph 11.2.4, or if the product of the number of the members of the Board multiplied by the percentage of Units held by the non-Developer Co-owners under Paragraph 11.2.4 results in a right of non-Developer Co-owners to elect a fractional number of members of the Board, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board that the non-Developer Co-owners have the right to elect. After application of this formula, the Developer shall have the right to elect the remaining members of the Board. Application of this Paragraph shall not eliminate the right of the Developer to designate one (1) director as provided in Paragraph 11.2.3.

¶ 11.2.6. Except as provided in Paragraph 11.2.3, 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 (3) persons receiving the highest number of votes shall be elected for a term of two (2) years and the two (2) persons receiving the next highest number of votes shall be elected for a term of one (1) year. At each annual meeting held thereafter, either two (2) or three (3) directors shall be elected, depending upon the number of directors whose terms expire. After the First Annual Meeting, the term of office (except for two (2) directors elected at the First Annual Meeting) of each director shall be two (2) years. The directors shall hold office until their successors have been elected and hold their first meeting.

¶ 11.2.7. Once the Co-owners have acquired the right hereunder to elect a majority of the Board, annual meetings of Co-owners to elect directors and conduct other business shall be held in accordance with the provisions of Section 10.3 hereof.

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

§ 11.4. Other Duties. In addition to the duties imposed by these Bylaws or any further duties imposed by resolution of the members of the Association, the Association shall be responsible specifically for the following:

¶ 11.4.1. To enforce the provisions of all Condominium Documents.

¶ 11.4.2. To manage and administer the affairs of and to maintain the Project and the Common Elements.

¶ 11.4.3. To levy and collect assessments from the members of the Association and to use the proceeds for the purposes of the Association.

¶ 11.4.4. To carry insurance and collect and allocate the insurance proceeds.

¶ 11.4.5. To rebuild Common Element improvements after casualty.

¶ 11.4.6. To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Project.

¶ 11.4.7. To acquire, maintain and improve, 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 carrying out the purposes of the Association.

¶ 11.4.8. To borrow money and issue evidences of indebtedness in carrying out the purposes of the Association, and to secure them by mortgage, pledge, or other lien on property owned by the Association, but only if those actions are approved by affirmative vote of 75% of all of the members of the Association in number and in value.

¶ 11.4.9. To make rules and regulations in accordance with these Bylaws.

¶ 11.4.10. To establish and appoint members to any committees it deems necessary, convenient or desirable for the purpose of implementing the enforcement and administration of the Condominium and to delegate to those committees any functions or responsibilities that are not required by law or the Condominium Documents to be performed by the Board.

§ 11.5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or its affiliates) at reasonable compensation established by the Board to perform the duties and services that the Board authorizes, including, but not limited to, the duties listed in Sections 11.3 and 11.4. The Board may delegate to the management agent any other duties or powers that are not required by law or by the Condominium Documents to be performed by or have the approval of the Board of Directors or the members of the Association. All service and management contracts shall comply with Section 55 of the Act.

§ 11.6. Vacancies. Vacancies in the Board of Directors that 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 Director elected shall serve until a successor is elected at the next annual meeting of the members of the Association. Vacancies among non-developer Co-owner elected Directors that 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 11.2.2.

§ 11.7. 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 of the Directors may be removed with or without cause by the affirmative vote of more than 50% in number of all of the Co-owners and a successor may then and there be elected to fill the resulting vacancy. The quorum requirement for the purpose of filling that vacancy shall be the normal 35% requirement set forth in Section 8.4. 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 set forth in this paragraph for removal of Directors generally.

§ 11.8. First Meeting. The first meeting of a newly elected Board of Directors shall be held within 10 days of election at the place designated by the Directors at the meeting at which they were elected; no notice to those Directors shall be necessary in order to hold that meeting if a majority of the whole Board shall be present.

§ 11.9. Regular Meetings. Regular meetings of the Board of Directors may be held at the times and places determined by a majority of the Directors. At least two regular 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 10 days prior to the date named for the meeting.

§ 11.10. Special Meetings. Special meetings of the Board of Directors may be called by the President on 3 days' notice to each Director given personally, by mail, telephone or telegraph, of the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in the same manner on the written request of a Director.

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

§ 11.12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business. 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, a quorum is not present, then 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 adjourned meeting, any business that 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, shall constitute the presence of that Director for purposes of determining a quorum.

§ 11.13. First Board of Directors. The actions of the first Board of Directors of the Association or its successors selected or elected before the Transitional Control Date shall be binding upon the Association as long as its actions are within the scope of the powers and duties that may be exercised generally by the Board of Directors as provided in the Condominium Documents.

§ 11.14. 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 the bonds shall be expenses of administration.

Article 12. Officers.

§ 12.1. 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-Treasurer.

¶ 12.1.1. President. The President shall be the chief executive officer of the Association. He or she shall preside at all meetings of the Association and of the Board of Directors. He or she shall have all of the general powers and duties which are usually vested in the office of the President of an association.

¶ 12.1.2. Vice President. The Vice President shall take the place of the President and perform his or her duties whenever the President is 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 act on an interim basis.

¶ 12.1.3. 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 or she shall have charge of the corporate seal, if any, and of those books and papers as the Board of Directors may direct; and he or she shall, in general, perform all duties incident to the office of the Secretary.

¶ 12.1.4. 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 or she 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 the depositories designated by the Board of Directors.

§ 12.2. 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.

§ 12.3. 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. His or her successor may be elected at any regular meeting of the Board of Directors, or at any special meeting of the Board called for that purpose. No removal action may be taken unless the matter is included in the notice of the meeting. The officer who is proposed to be removed shall be given an opportunity to be heard at the meeting.

§ 12.4. Duties. The officers shall have those other duties, powers and responsibilities authorized by the Board of Directors.

Article 13. 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 on it the name of the Association, the words "corporate seal", and "Michigan".

Article 14. Finance.

§ 14.1. Records. The Association shall keep detailed books of account showing all expenditures and receipts of administration, a specification of 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. All Association records shall be open for inspection by the Co-owners and their mortgagees during ordinary 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. The auditors need not be certified public accountants and the audit need not 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 the annual audited financial statement within 90 days following the end of the Association's fiscal year upon request. Audit and accounting expenses shall be expenses of administration.

§ 14.2. Fiscal Year. The fiscal year of the Association shall be the calendar year. The commencement date of the fiscal year shall be subject to change by the Directors for accounting reasons or other good cause.

§ 14.3. Bank. Funds of the Association shall be initially deposited in a bank or savings association designated by the Board of Directors and shall be withdrawn only upon the check or order of the officers, employees or agents designated by resolution of the Board of Directors. The funds may be invested in accounts or deposit certificates of a bank or savings association insured by the Federal Deposit Insurance Corporation or in interest-bearing obligations of the United States Government.

Article 15. 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 or her 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 or she may be a party or in which he or she may become involved by reason of his or her being or having been a director or officer of the Association, whether or not he or she is a director or officer at the time the expenses are incurred, except as otherwise prohibited by law. In the event of any claim for reimbursement or indemnification based upon a settlement by the director or officer seeking the reimbursement or indemnification, the indemnification shall apply only if the Association (with the director seeking reimbursement abstaining) approves the 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 a director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners of the payment. Further, the Association is authorized to carry officers' and directors' liability insurance covering acts of the officers and directors of the Association in amounts it deems appropriate.

Article 16. Amendments.

§ 16.1. 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 1/3 or more in number of the Co-owners by instrument in writing signed by them.

§ 16.2. Meeting. A meeting for consideration of a proposed amendment shall be duly called in accordance with the provisions of these Bylaws.

§ 16.3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special-meeting called for that purpose by an affirmative vote of not less than two-thirds of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless the amendment would materially alter or change the rights of mortgagees, in which event the approval of two-thirds of the mortgagees shall be required, with each mortgagee to have one vote for each first mortgage held.

§ 16.4. By Developer. Prior to the end of the Development Period, these Bylaws may be amended by the Developer without approval from any other person as long the amendment does not materially diminish the right of a Co-owner or mortgagee. The Developer may amend the Master Deed, Bylaws and Condominium Subdivision Plan in any manner and at any time without the consent of the Association, any Co-owner, any mortgagee or any other person if the amendment is required by any governmental agency having jurisdiction over any aspect of the Project, including but not limited to amendments required by a road commission, drain commissioner or other agency for the purpose of or in connection with the dedication of general common elements to the public.

§ 16.5. When Effective. Any amendment to these Bylaws shall become effective upon recording of the amendment in the office of the Genesee County Register of Deeds.

§ 16.6. Binding. A copy of each amendment to the Bylaws shall be furnished to every member of the Association after adoption. Amendments to these Bylaws adopted in accordance with this Article shall be binding upon all persons who have an interest in the Project regardless of whether they actually receive a copy of the amendment.

Article 17. Compliance. The Association and all present or future Co-owners and 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. The mere acquisition, occupancy or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premises shall signify that the Condominium Documents are accepted and ratified. In the event the Condominium Documents conflict with the provisions of the Act, the Act shall govern.

Article 18. Definitions. All terms used in these Bylaws 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 19. Remedies for Default. Any default by a Co-owner shall entitle the Association or another Co-owner or Co-owners to the following relief:

§ 19.1. Legal Action. Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, including an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination. Relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

§ 19.2. 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 reasonable attorney's fees (not limited to statutory fees) as determined by the court. No Co-owner committing the default be entitled to recover attorney's fees.

§ 19.3. 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 to enter upon the Common Elements or upon any Unit (but not inside any residence), 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.

§ 19.4. 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 violations. No fine may be assessed unless in accordance with the provisions of Article XX.

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

§ 19.6. 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 Condominium Documents shall be deemed to be cumulative. The exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the exercise of other and additional rights, remedies or privileges available to a party at law or in equity.

§ 19.7. Enforcement of Provisions of Condominium Documents. The Developer or a Co-owner may maintain an action against the Association and its officers and Directors to compel them 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 and/or damages for noncompliance with the terms and provisions of the Condominium Documents or the Act.

Article 20. Assessment of Fines.

§ 20.1. 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 of monetary fines against the involved Co-owner. That Co-owner shall be deemed responsible for the 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 him to the Condominium Premises.

§ 20.2. Procedures. Upon any violation being alleged by the Board, the following procedures will be followed:

¶ 20.2.1. 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 enough specificity to place the Co-owner on notice of the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of the Co-owner at the address shown in the notice required to be filed with the Association pursuant to Section 8.3 of the Bylaws.

¶ 20.2.2. 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 but the Co-owner shall not be required to appear less than 10 days from the date of the Notice.

¶ 20.2.3. Default. Failure to respond to the Notice of Violation constitutes a default.

¶ 20.2.4. Hearing and Decision. Upon appearance by the Co-owner before the Board and presentation of evidence of defense, or, upon 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.

§ 20.3. 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:

¶ 20.3.1. First Violation. No fine shall be levied.

¶ 20.3.2. Second Violation. Twenty-Five Dollars (\$25.00) fine.

¶ 20.3.3. Third Violation. Fifty Dollars (\$50.00) fine.

¶ 20.3.4. Fourth Violation and Subsequent Violations. One Hundred Dollars (\$100.00) fine.

§ 20.4. Collection. The fines levied pursuant to Section 20.3 above shall be assessed against the Co-owner and shall be due and payable 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 5 and Article 19 of the Bylaws. For purposes of calculating fines under this Article, each day that a violation continues to exist after notice of the violation shall be deemed a separate violation.

Article 21. Judicial Actions and Claims. Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements. As provided in the Articles of Incorporation of the Association and these Bylaws, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners and shall be governed by the requirements of this Article 21. The requirements of this Article 21 will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner and the Developer shall have standing to sue to enforce the requirements of this Article 21. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

§ 21.1. Board Recommendation to Co-owners. The Board shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

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

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

21.2.1.1. it is in the best interests of the Association to file a lawsuit

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

21.2.1.3. litigation is the only prudent, feasible and reasonable alternative; and

21.2.1.4. the Board's proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.

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

21.2.2.1. the number of years the litigation attorney has practiced law;

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

21.2.2.3. the litigation attorney's written estimate of the amount of the Association's likely recovery in the lawsuit, net of legal fees, court costs, expert witness fees and all other anticipated litigation expenses;

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

21.2.2.5. the litigation attorney's proposed written fee agreement;

21.2.2.6. the amount to be specially assessed against each Unit to fund the estimated cost of the civil action both in total and on a periodic per Unit basis, as required by Section 21.6; and

21.2.2.7. the litigation attorney's legal theories for recovery of the Association.

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

§ 21.4. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee arrangement that

provides for compensation to the attorney through a combination of hourly compensation and the payment of a contingent fee unless the existence of the agreement is fully disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

§ 21.5. Co-owner Vote Required. At the litigation evaluation meeting, the Co-Owners shall vote on whether to authorize the Board to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) and the retention of the litigation attorney shall require the approval of sixty-six and two-thirds percent (66 2/3%) of all Co-owners. In the event the litigation attorney is not approved, the entire litigation attorney evaluation and approval process set forth in Section 21.2 hereinabove and in this Section 21.5 shall be conducted prior to the retention of another attorney for this purpose. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

§ 21.6. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 21.1 through 21.10 of this Article 20 shall be paid by special assessment of the Co-owners ("litigation special assessment"). Notwithstanding anything to the contrary herein, the litigation special assessment shall be approved at the litigation evaluation meeting by sixty-six and two-thirds percent (66 2/3%) of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a periodic basis. The total amount of the litigation special assessment shall be collected periodic over a period not to exceed twenty-four (24) months.

§ 21.7. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article 21, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

¶ 21.7.1. The attorney's fees, the fees of any experts retained by the attorney or the Association, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period");

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

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

¶ 21.7.4. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action; and,

¶ 21.7.5. Whether the originally estimated total cost of the civil action remains accurate.

§ 21.8. Monthly Board Meetings. The Board shall meet monthly during the course of any civil action to discuss and review:

¶ 21.8.1. the status of the litigation;

¶ 21.8.2. the status of settlement efforts, if any; and

¶ 21.8.3. the attorney's written report.

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

§ 21.10. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The

litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

Article 22. 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 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 the powers and rights. The assignee or transferee shall have the same rights and powers as the Developer. Any rights and powers reserved or granted to the Developer or its successors (except the architectural review rights set forth in Section 2.2 and 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, which shall not be terminable in any manner under these Bylaws and which shall be governed only in accordance with the terms of their creation or reservation and not by these Bylaws), shall terminate, if not sooner assigned to the Association, at the conclusion of the Development Period.

Article 23. Severability. If any of the terms, provisions or covenants of the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason, then that holding shall not affect, alter, modify or impair in any manner any of the other terms, provisions or covenants of those documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Instr: 200104120037825 04/12/2001
P: 32 of 42 F: \$91.00 9:49AM
Melvin Phillip McCree T20010010969
Genesee County Register MLGEORGE R

ATTENTION: COUNTY REGISTER OF DEEDS
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET AND IN THE SURVEYOR'S CERTIFICATE ON SHEET NO. 2

WESTMINSTER PARK

PART OF THE SOUTHWEST 1/4 OF SECTION 17, T6N-R7E,
GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN



PART OF THE SOUTHWEST 1/4 OF SECTION 17, T6N-R7E, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE AS OCCUPIED, THAT IS S 89°55'34" E, 658.77 FEET FROM THE WEST 1/4 CORNER OF SECTION 17; THENCE S 89°55'34" E 299.19 FEET TO A FOUND CONCRETE MONUMENT AT THE CORNER OF LOT 21 OF RIEGLER ACRES #1 AS RECORDED IN LIBER 30, PAGE 46 OF GENESEE COUNTY PLAT RECORDS; THENCE N 89°46'28" E, 359.59 FEET; THENCE S 00°05'31" W, 1327.64 FEET; THENCE N 89°57'28" W, 46.55 FEET; THENCE N 01°13'31" E 69.17 FEET; THENCE ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 264.00 FEET AND CENTRAL ANGLE OF 14°38'52" AND A CHORD BEARING AND DISTANCE OF N 08°32'55" E 67.31 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE RADIUS IS 202.40 FEET; AND CENTRAL ANGLE OF 21°38'43" AND CHORD BEARING AND DISTANCE OF N 79°08'07" W 76.01 FEET; THENCE N 89°57'28" W 97.00 FEET; THENCE S 00°02'32" W 150.00 FEET; THENCE N 89°57'28" W 453.00 FEET; THENCE N 00°08'06" E 1325.35 FEET; TO THE POINT OF BEGINNING. RESERVING THEREFROM THAT PART USED, TAKEN OR DEEDED FOR PORTER ROAD, WESTMINSTER DRIVE SO-CALLED, CONTAINING 19.51 ACRES MORE OR LESS.

WESTMINSTER PARK DEVELOPMENT CO. L.L.C.
16139 SILVER SHORE ROAD
FENTON, MICHIGAN 48430
PHONE NO. (810) 629-4143

FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD
SWARTZ CREEK, MICHIGAN 48473
PHONE NO. (810) 230-1333

1. COVER SHEET
2. OVERALL SURVEY PLAN
3. ENLARGED SURVEY PLAN
4. ENLARGED SURVEY PLAN
5. ENLARGED UTILITY PLAN
6. ENLARGED UTILITY PLAN
7. ENLARGED UNIT BEARING & DIMENSION PLAN
8. ENLARGED UNIT BEARING & DIMENSION PLAN
9. ENLARGED SITE PLAN
10. ENLARGED SITE PLAN

4-2-2001
DATE

KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

WESTMINSTER PARK
COVER SHEET
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 1

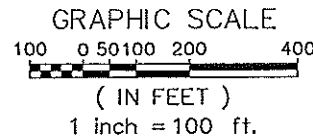
PROPOSED

Inst:R:200104120037825 04/12/2001
P:33 of 42 F:\$91.00 9:49AM
Malvin Phillip McGree T20010010569
Genesee County Register M.GEORGE F

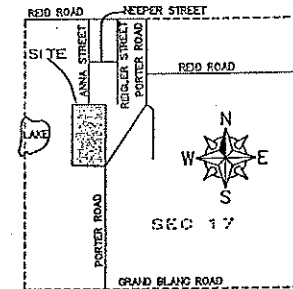
WESTMINSTER PARK

WEST 1/4 CORNER
SEC. 17 T6N-R7E,
GRAND BLANC TOWNSHIP,
GENESEE COUNTY, MI.

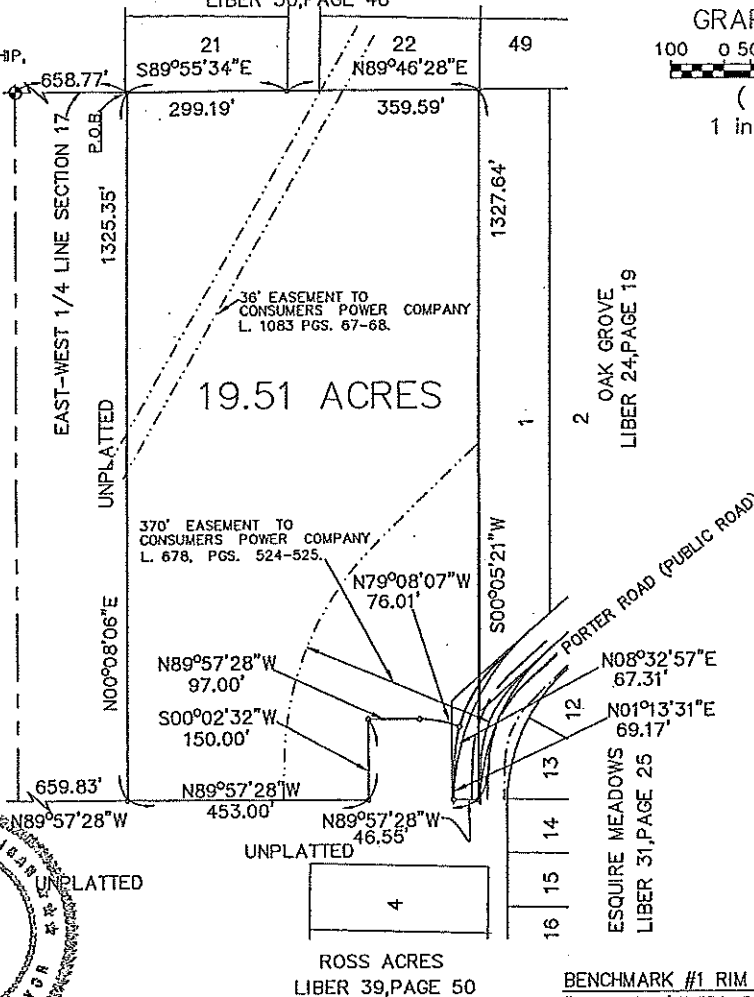
REIGLER ACRES-1
LIBER 30, PAGE 46



LEGEND
O MONUMENT



LOCATION MAP
NO SCALE



LEGAL DESCRIPTION

PART OF THE SOUTHWEST 1/4 OF SECTION 17, T6N-R7E, GRAND BLANC TOWNSHIP, GENESEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT A POINT ON THE EAST-WEST 1/4 LINE AS OCCUPIED, THAT IS S 89°55'34" E, 658.77 FEET FROM THE WEST 1/4 CORNER OF SECTION 17; THENCE S 89°55'34" E 299.19 FEET TO A FOUND CONCRETE MONUMENT AT THE CORNER OF LOT 21 OF REIGLER ACRES #1 AS RECORDED IN LIBER 30, PAGE 46 OF GENESEE COUNTY PLAT RECORDS; THENCE N 89°46'28" E, 359.59 FEET; THENCE S 00°05'31" W, 1327.64 FEET; THENCE N 89°57'28" W, 46.55 FEET; THENCE N 01°13'31" E 69.17 FEET; THENCE ALONG A CURVE TO THE RIGHT, WHOSE RADIUS IS 264.00 FEET AND CENTRAL ANGLE OF 14°38'52" AND A CHORD BEARING AND DISTANCE OF N 08°32'57" E 67.31 FEET; THENCE ALONG A CURVE TO THE LEFT, WHOSE RADIUS IS 202.40 FEET; AND CENTRAL ANGLE OF 21°38'43" AND CHORD BEARING AND DISTANCE OF N 79°08'07" W 76.01 FEET; THENCE N 89°57'28" W 97.00 FEET; THENCE S 00°02'32" W 150.00 FEET; THENCE N 89°57'28" W 453.00 FEET; THENCE N 00°08'06" E 1325.35 FEET; TO THE POINT OF BEGINNING. RESERVING THEREFROM THAT PART USED, TAKEN OR DEEDED FOR PORTER ROAD, WESTMINSTER DRIVE SO-CALLED. CONTAINING 19.51 ACRES MORE OR LESS.

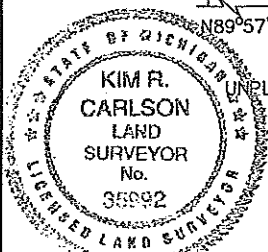
SURVEYOR'S CERTIFICATE

I, KIM R. CARLSON, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. --- AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULE PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

4-2-2001
DATE

KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

WESTMINSTER PARK
OVERALL SURVEY PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473
SHEET 2 PROPOSED



ROSS ACRES
LIBER 39, PAGE 50

BENCHMARK #1 RIM OF EX. SAN. M.H.
#G42-15 ±109' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70

Instr: 200104120037825
P: 34 of 42
F: \$91.00
Melvin Phillip McCreary
Genesee County Register
MLGEORGE R
04/12/2001

WESTMINSTER PARK

CURVE DATA					
CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	202.40'	76.46'	38.69'	76.01'	S79°08'07"W
C2	102.34'	102.97'	52.13'	102.34'	N78°58'01"W
C3	62.50'	173.89'	344.01'	122.99'	S57°40'36"E
C4	60.00'	94.34'	60.10'	84.92'	S44°54'41"E
C9	264.00'	67.49'	33.93'	67.31'	N06°32'57"E

LEGEND

○ MONUMENT

— MATCH LINE

SURVEYOR'S CERTIFICATE

I, KIM R. CARLSON, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ___ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULE PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

BENCHMARK #1 RIM OF EX. SAN. M.H.

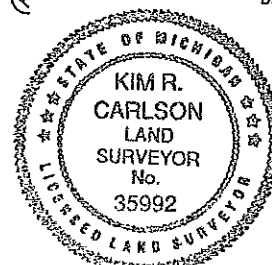
#G42-15 ±109' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70

4-2-2001

DATE

[Signature]

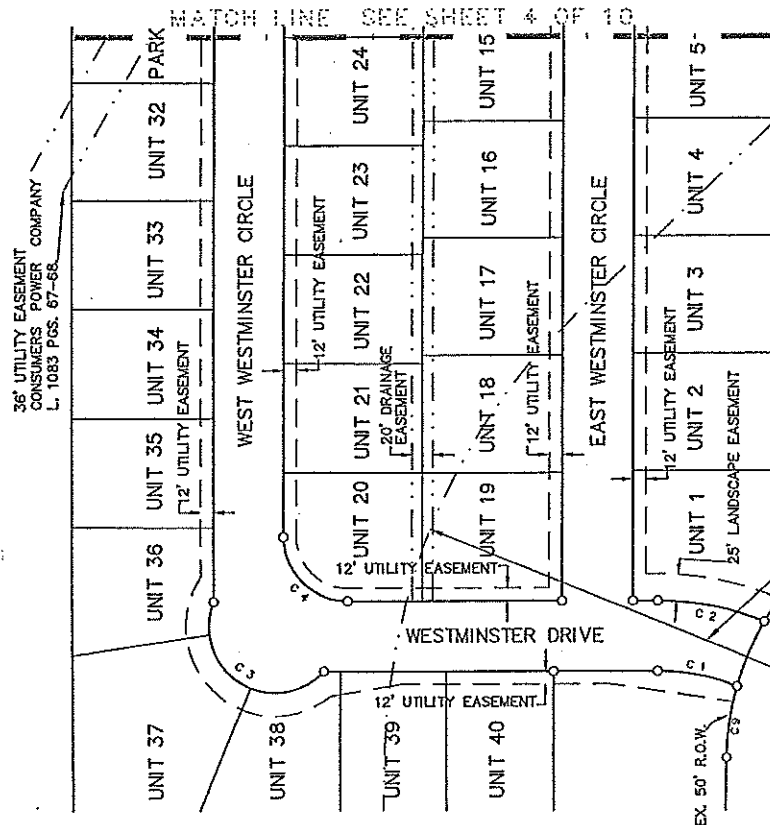
KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992



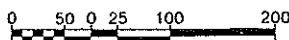
WESTMINSTER PARK
ENLARGED SURVEY PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 3

PROPOSED



GRAPHIC SCALE



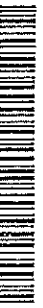
(IN FEET)

1 inch = 50 ft.

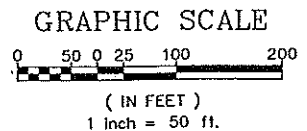
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Inst: 20010412037825 04/12/2001
P: 35 of 42 F: 581.00 9:45PM
Malvin Phillip McCreary 120010810969
Genesee County Register M: GEORGE R



anaiipiz45/CiawGlenIARKElSouRvET.GWg, 0205001 02.06.2019, 1 06 14 00



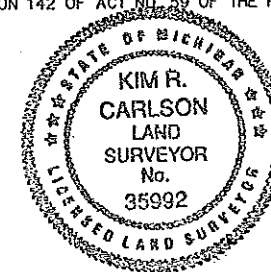
LEGEND

O MONUMENT

MATCH LINE

I, KIM R. CARLSON, LICENSED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY: THAT THE SUBDIVISION PLAN KNOWN AS GENESEE COUNTY CONDOMINIUM SUBDIVISION PLAN NO. ____ AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION AND THAT THERE ARE NO EXISTING ENCROACHMENTS UPON THE LANDS AND PROPERTY HEREIN DESCRIBED. THAT THE REQUIRED MONUMENTS AND IRON MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY THE RULES PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978. THAT THE BEARINGS, AS SHOWN, ARE NOTED ON THE SURVEY PLAN AS REQUIRED BY THE RULE PROMULGATED UNDER SECTION 142 OF ACT NO. 59 OF THE PUBLIC ACTS OF 1978.

#G42-15 ±109' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70

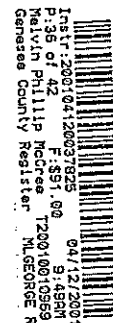


DATE _____

KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

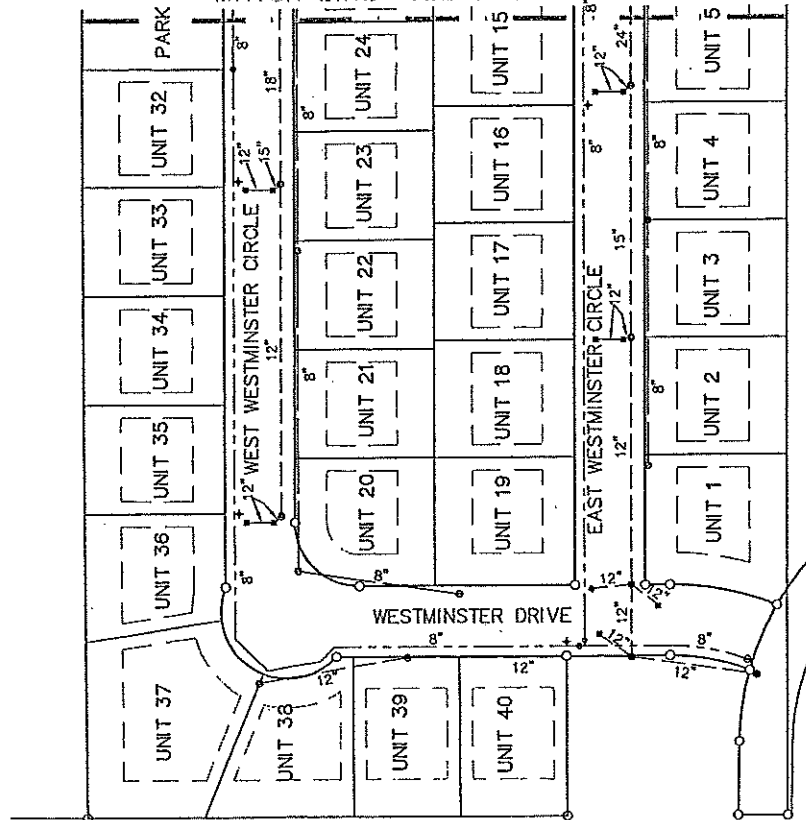
WESTMINSTER PARK
ENLARGED SURVEY PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473
SHEET 4

PROPOSED

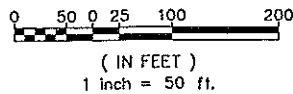


WESTMINSTER PARK

MATCH LINE SEE SHEET 6 OF 10



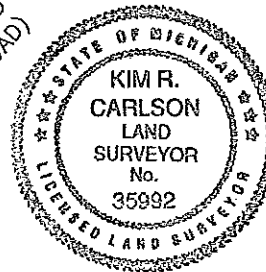
GRAPHIC SCALE



BENCHMARK #1 RIM OF EX. SAN. M.H.

#642-15 ±109' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70

PORTER ROAD
(PUBLIC ROAD)



[Signature]
KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

LEGEND	
---	MATCH LINE
PROPOSED UTILITIES	
UTILITY LOCATIONS OBTAINED FROM F.S.E. WESTMINSTER PARK CONSTRUCTION PLANS	
---	STORM SEWER
---	SANITARY SEWER
---	WATERMAIN
EXISTING UTILITIES	
ELECTRIC LOCATION PROVIDED BY CONSUMERS POWER COMPANY	
GAS LOCATION PROVIDED BY CONSUMERS POWER COMPANY	
TELEPHONE LOCATION PROVIDED BY AMERITECH	
CABLE TELEVISION LOCATION PROVIDED BY COMCAST	
SANITARY SEWER AND WATER PROVIDED BY GENESEE COUNTY WATER AND WASTE	

GENERAL UTILITY NOTES:

ALL UNITS ARE TO BE SERVICED WITH ELECTRIC BY CONSUMERS POWER COMPANY, TELEPHONE BY AMERITECH, GAS BY CONSUMERS POWER COMPANY AND CABLE T.V. BY COMCAST.
PROPOSED ELECTRIC, TELEPHONE, CABLE T.V., AND GAS LINES ARE NOT SHOWN ON THESE DRAWINGS. THESE WILL BE SHOWN ON AS-BUILT PLANS.
"ALL STORM WATER, SANITARY SEWER AND WATER MAINS SHOWN MUST BE BUILT; ALL OTHER IMPROVEMENTS SHOWN NEED NOT BE BUILT."

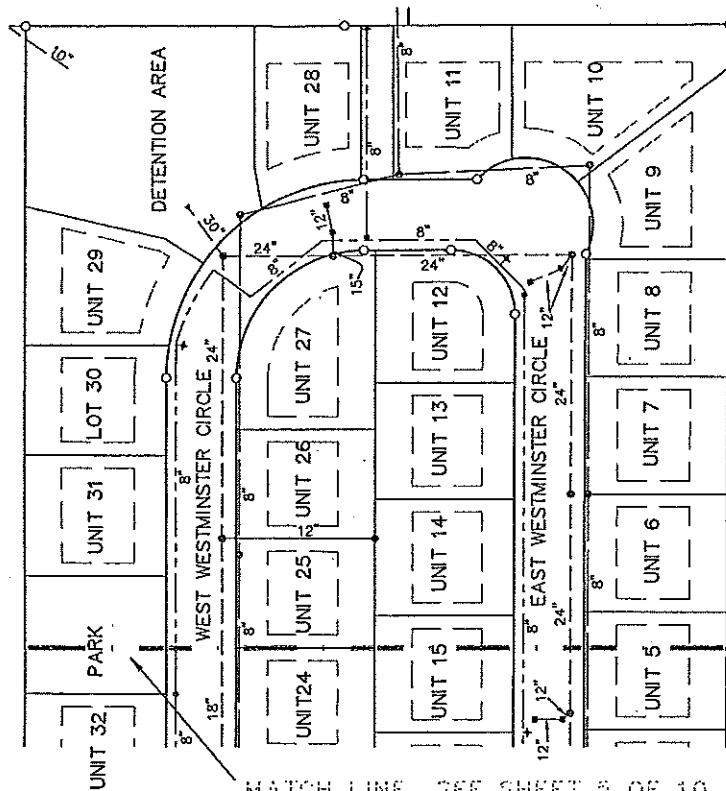
WESTMINSTER PARK
ENLARGED UTILITY PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 5

PROPOSED

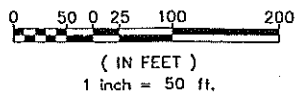
Ins: 17-206104120037825 04/12/2003
P: 37 of 42 F: 591.00 5:49PM
Melvin Phillip McCreary 120610010399
Genesee County Register TLGEORGE R

WESTMINSTER PARK



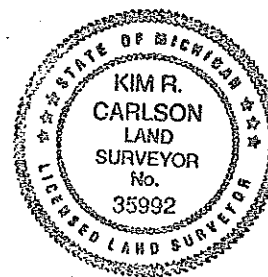
MATCH LINE SEE SHEET 5 OF 10

GRAPHIC SCALE



BENCHMARK #1 RIM OF EX. SAN. M.H.

#042-15 ±109' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70



KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

WESTMINSTER PARK
ENLARGED UTILITY PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 6

PROPOSED

LEGEND

— · — MATCH LINE

PROPOSED UTILITIES

UTILITY LOCATIONS OBTAINED FROM F.S.E. WESTMINSTER PARK
CONSTRUCTION PLANS

--- STORM SEWER
--- SANITARY SEWER
--- WATERMAIN

EXISTING UTILITIES

ELECTRIC LOCATION PROVIDED BY CONSUMERS POWER COMPANY
GAS LOCATION PROVIDED BY CONSUMERS POWER COMPANY
TELEPHONE LOCATION PROVIDED BY AMERITECH
CABLE TELEVISION LOCATION PROVIDED BY COMCAST
SANITARY SEWER AND WATER PROVIDED BY GENESEE
COUNTY WATER AND WASTE

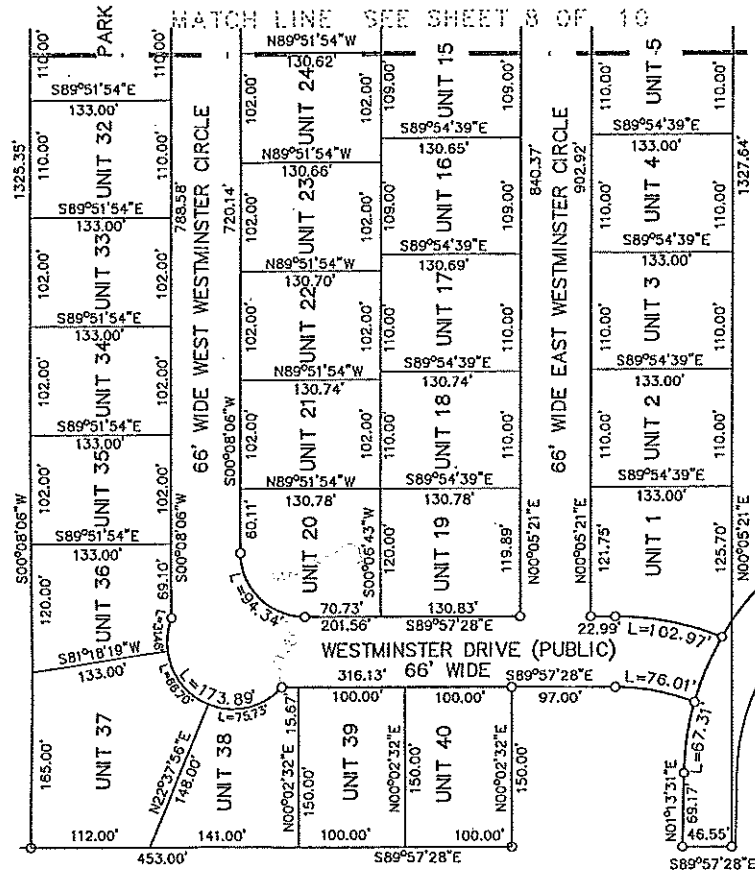
GENERAL UTILITY NOTES:

ALL UNITS ARE TO BE SERVICED WITH ELECTRIC BY CONSUMERS POWER COMPANY, TELEPHONE BY AMERITECH,
GAS BY CONSUMERS POWER COMPANY AND CABLE T.V. BY COMCAST.
PROPOSED ELECTRIC, TELEPHONE, CABLE T.V., AND GAS LINES ARE NOT SHOWN ON THESE DRAWINGS. THESE
WILL BE SHOWN ON AS-BUILT PLANS.
*ALL STORM WATER, SANITARY SEWER AND WATER MAINS SHOWN MUST BE BUILT; ALL OTHER IMPROVEMENTS
SHOWN NEED NOT BE BUILT.*

INSR:200104120037925 04/12/2001
P:38 of 42 F:591.08 9:48AM
Melvin Phillip McCreary T20010010969
Genesee County Register M:GEORGE R



WESTMINSTER PARK



GRAPHIC SCALE

0 50 0 25 100 200

(IN FEET)

1 inch = 50 ft.



LEGEND

FRONT YARD SETBACK = 30 FT.
SIDE YARD SETBACK = 12 FT.
REAR YARD SETBACK = 35 FT.

— MATCH LINE

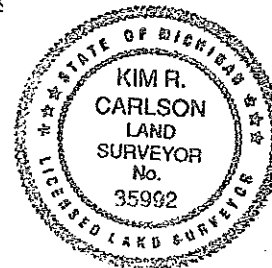
NOTE

1. ALL CURVILINEAR MEASUREMENTS ARE LENGTH OF ARC.
2. "L=" DENOTES CURVILINEAR MEASUREMENT
3. • DENOTES MONUMENT

BENCHMARK #1 RIM OF EX. SAN. M.H.

#042-15 ±100' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70

PORTER ROAD
(PUBLIC ROAD)



[Signature]

KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

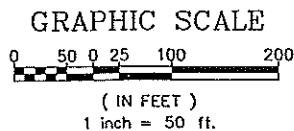
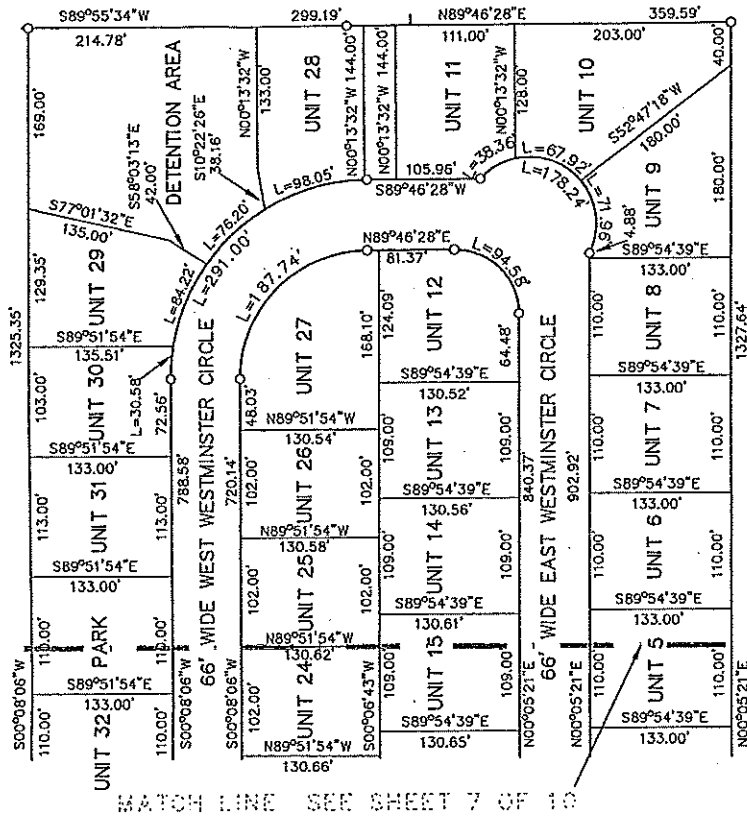
WESTMINSTER PARK
ENLARGED UNIT BEARING & DIMENSION PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 7

PROPOSED

Instr: 20010412037825 04/12/2001
P: 39 of 42 F: 591.00
Revised: Phillip McGee 12/03/08 0956
Genesee County Register ALGEORGE R

WESTMINSTER PARK



LEGEND

FRONT YARD SETBACK = 30 FT.
SIDE YARD SETBACK = 12 FT.
REAR YARD SETBACK = 35 FT.

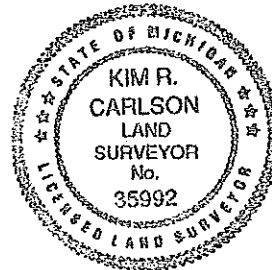
— MATCH LINE

NOTE

1. ALL CURVILINEAR MEASUREMENTS ARE LENGTH OF ARC.
2. "L=" DENOTES CURVILINEAR MEASUREMENT
3. • DENOTES MONUMENT

BENCHMARK #1 RIM OF EX. SAN. M.H.

#G42-15 ±109' NORTH OF NORTH
PROPERTY LINE ELEVATION = 843.70



[Signature]

KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

WESTMINSTER PARK
ENLARGED UNIT BEARING & DIMENSION PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 8

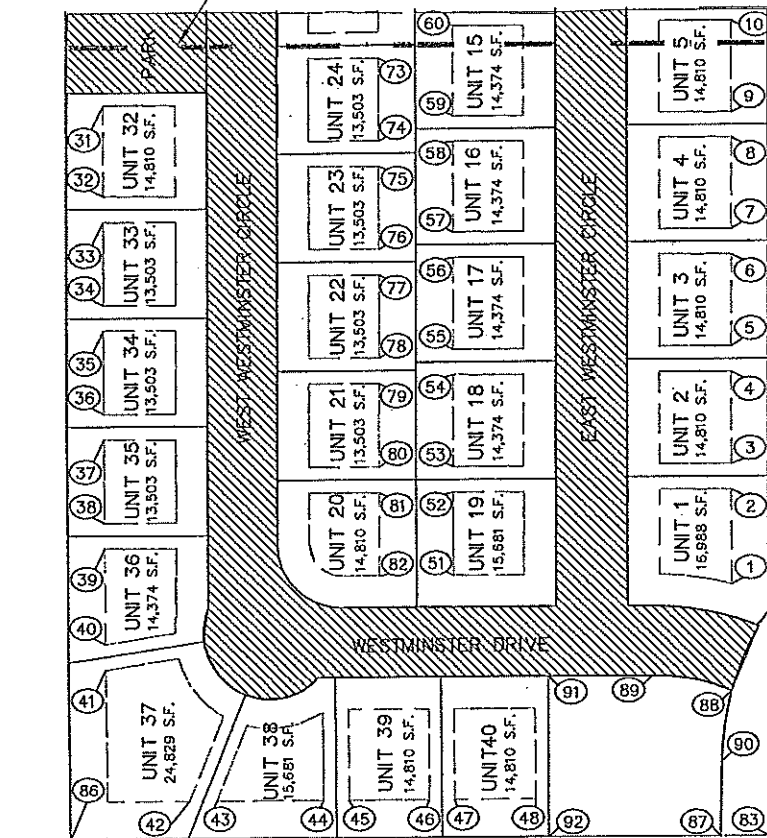
PROPOSED

FILED: 2001/04/12/2001
DATE: 4/12/2001
BY: Philip MacCrea
Genesee County Register

04/12/2001
9:48AM
120010010059
M. GEORGE R.

WESTMINSTER PARK

MATCH LINE SEE SHEET 10 OF 10



LEGEND:

SETBACK LINE
FRONT YARD SETBACK = 30 FT.
SIDE YARD SETBACK = 12 FT.
REAR YARD SETBACK = 35 FT.

NOTE:

"ALL ROADS SHOWN ON THIS SHEET MUST BE BUILT; ALL OTHER IMPROVEMENTS SHOWN ON THIS SHEET NEED NOT BE BUILT."

LEGEND



GENERAL COMMON ELEMENT

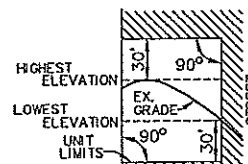
LIMIT LINE OF LIMITED COMMON

ELEMENT FOR UNIT

LIMITS OF OWNERSHIP

MATCH LINE

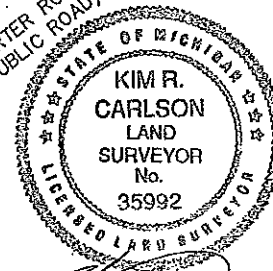
COORDINATE POINT



TYPICAL UNIT SECTION
NO SCALE

COORDINATE SCHEDULE											
1	N 3744.3071	35	N 4333.3855	51	N 4004.1108	77	N 4073.5593	1	N 3744.3071	35	N 4333.3855
2	N 3744.1683	36	N 4333.5692	52	N 4003.9583	78	N 4073.7118	2	N 3744.1683	36	N 4333.5692
3	N 3744.1310	37	N 4333.6257	53	N 4003.9114	79	N 4073.7587	3	N 3744.1310	37	N 4333.6257
4	N 3743.9972	38	N 4333.8095	54	N 4003.7432	80	N 4073.9112	4	N 3743.9972	38	N 4333.8095
5	N 3743.9599	39	N 4333.8660	55	N 4003.6963	81	N 4073.9582	5	N 3743.9599	39	N 4333.8660
6	N 3743.8261	40	N 4334.0790	56	N 4003.5281	82	N 4074.1108	6	N 3743.8261	40	N 4334.0790
7	N 3743.7888	41	N 4334.1362	57	N 4003.4812	83	N 3709.6749	7	N 3743.7888	41	N 4334.1362
8	N 3743.6550	42	N 4255.9184	58	N 4003.3150	84	N 3718.2235	8	N 3743.6550	42	N 4255.9184
9	N 3743.6177	43	N 4229.9240	59	N 4003.2680	85	N 3718.7094	9	N 3743.6177	43	N 4229.9240
10	N 3743.4839	44	N 4128.4833	60	N 4003.1018	86	N 3744.7525	10	N 3743.4839	44	N 4128.4833
31	N 4332.8861	45	N 4104.4833	73	N 4073.1603	89	N 3819.3987	31	N 4332.8861	45	N 4104.4833
32	N 4333.0886	46	N 4028.4833	74	N 4073.3129	90	N 3754.7583	32	N 4333.0886	46	N 4028.4833
33	N 4333.1452	47	N 4004.4833	75	N 4073.3589	91	N 3916.3987	33	N 4333.1452	47	N 4004.4833
34	N 4333.3289	48	N 3928.4834	76	N 4073.5123	92	N 3916.5091	34	N 4333.3289	48	N 3928.4834

PORTER ROAD
(PUBLIC ROAD)



KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

WESTMINSTER PARK
ENLARGED SITE PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 9

PROPOSED

FLINT 1200104120037825 04/12/2001
PLOT 9 42 F. 591.00 5.45PM
Philip Phillip NoCree 120010010559
Genesee County Register M. GEORGE R

GRAPHIC SCALE

0 50 100 200

(IN FEET)

1 inch = 50 ft.

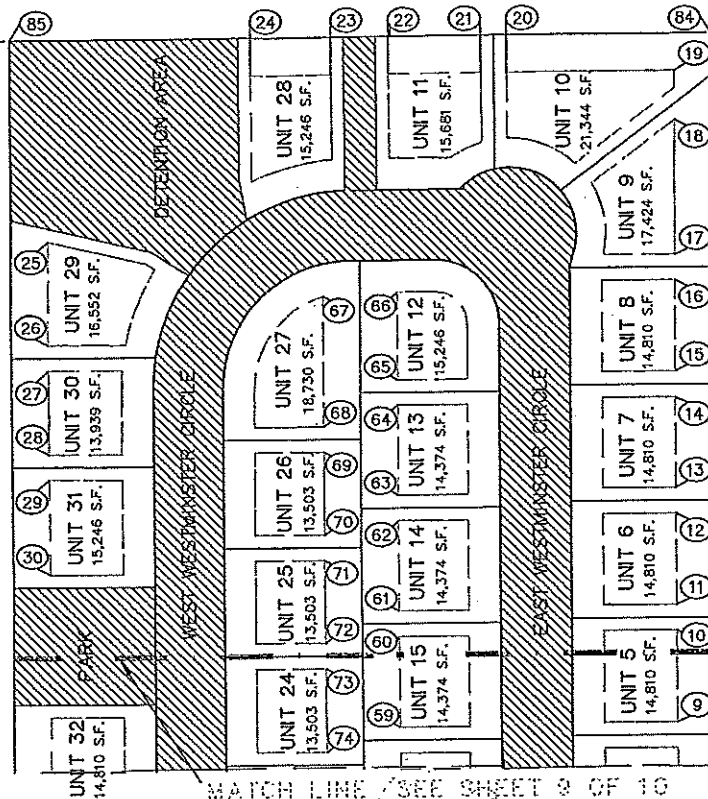
N



4-2-2001

DATE

WESTMINSTER PARK

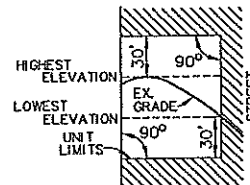


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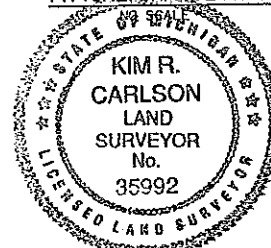
SETBACK LINE
FRONT YARD SETBACK = 30 FT.
SIDE YARD SETBACK = 12 FT.
REAR YARD SETBACK = 35 FT.

NOTE:

"ALL ROADS SHOWN ON THIS SHEET MUST BE BUILT; ALL OTHER IMPROVEMENTS SHOWN ON THIS SHEET NEED NOT BE BUILT."



TYPICAL UNIT SECTION



KIM R. CARLSON
LICENSED LAND SURVEYOR
LICENSE NO. 35992

LEGEND



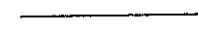
GENERAL COMMON ELEMENT



LIMIT LINE OF LIMITED COMMON



ELEMENT FOR UNIT



LIMITS OF OWNERSHIP



MATCH LINE

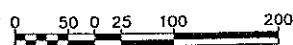
COORDINATE POINT

COORDINATE SCHEDULE

9	N 3743.6177 E 4397.9138	23	N 4063.4693 E 5009.4482	65	N 4002.6286 E 4722.4103
10	N 3743.4839 E 4483.9137	24	N 4139.4692 E 5009.3502	66	N 4002.4677 E 4804.6963
11	N 3743.4466 E 4507.9136	25	N 4331.8329 E 4854.6907	67	N 4072.4747 E 4801.1698
12	N 3743.3128 E 4593.9135	26	N 4332.0618 E 4757.6241	68	N 4072.7145 E 4678.5452
13	N 3743.2755 E 4617.9135	27	N 4332.1181 E 4733.6241	69	N 4072.7614 E 4654.5453
14	N 3743.1417 E 4703.9134	28	N 4332.3042 E 4654.6244	70	N 4072.9140 E 4576.5458
15	N 3743.1044 E 4727.9134	29	N 4332.3608 E 4630.6244	71	N 4072.9609 E 4552.5459
16	N 3742.9706 E 4813.9133	30	N 4332.5704 E 4541.6247	72	N 4073.1134 E 4474.5464
17	N 3742.9333 E 4837.9132	59	N 4003.2680 E 4395.4109	73	N 4073.1603 E 4450.5465
18	N 3742.7369 E 4964.1639	60	N 4003.1018 E 4480.4107	74	N 4073.3129 E 4372.5470
19	N 3742.6645 E 5010.7203	61	N 4003.0549 E 4504.4107	84	N 3707.6098 E 5045.8585
20	N 3698.4706 E 5010.1072	62	N 4002.8887 E 4589.4105	85	N 4366.3869 E 5044.0576
21	N 3922.4704 E 5010.0127	63	N 4002.8417 E 4613.4105		
22	N 4009.4697 E 5009.6704	64	N 4002.6755 E 4698.4103		

FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473
Tel: 313.280.1200
Fax: 313.280.1201
Email: flint@flintsurveying.com
Gensco County Register - FLINTSURVEYING

GRAPHIC SCALE



(IN FEET)

1 inch = 50 ft.



4-2-2001

DATE

WESTMINSTER PARK
ENLARGED SITE PLAN
FLINT SURVEYING & ENGINEERING CO.
5370 MILLER ROAD, SUITE 13, SWARTZ CREEK, MI. 48473

SHEET 10

PROPOSED

502

K

MICHIGAN DEPARTMENT OF CONSUMER AND INDUSTRY SERVICES CORPORATION, SECURITIES AND LAND DEVELOPMENT BUREAU		
(FOR BUREAU USE ONLY)		
Date Received		Tran Info: 1 3238315-1 10/09/2000 CR# 9103 ID: Amt \$20.00 RIZIK AND RIZIK
Name Address City State Zip Code		EFFECTIVE DATE:

Document will be returned to the name and address you enter above

FILED
OCT 11 2000

Administrator
CORP. SECURITIES & LAND DEV. BURE.

764277

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

Pursuant to the provisions of Act 162, Public Acts of 1962, the undersigned corporation executes the following Articles:

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a non-profit corporation under the provisions of Act No. 162 of the Public Acts of 1962, as follows:

ARTICLE I: NAME. The name of the corporation is Westminster Park Association.

ARTICLE II: PURPOSES. The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Westminster Park, a site condominium (hereinafter called "Condominium");
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation;
- (c) To carry insurance and to collect and allocate the proceeds thereof;
- (d) To rebuild improvements after casualty;
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium;
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium;
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or licenses or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation;
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien;
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and Rules and Regulations of this corporation as may hereinafter be adopted;

- (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 Public Acts of 1978, 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 said Condominium and to the accomplishment of any of the purposes thereof.

ARTICLE III: ADDRESSES. Location of the first registered office is 16139 Silver Shore, Fenton, Michigan 48430. The post office address of the first registered office is 16139 Silver Shore, Fenton, Michigan 48430.

ARTICLE IV: RESIDENT AGENT. The name of the first resident agent is William Fohey.

ARTICLE V: BASIS OF ORGANIZATION AND ASSETS. Said corporation is organized upon a non-stock, membership basis.

The value of assets which said corporation possesses is --
Real Property - None
Personal Property - None

Said corporation is to be financed under the following general plan: Assessment of members.

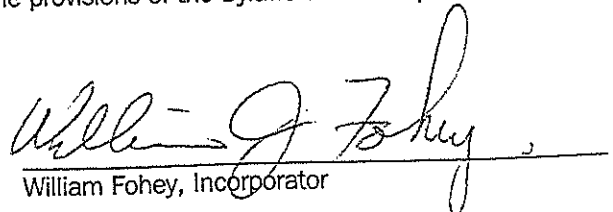
ARTICLE VI: INCORPORATOR. The name of the incorporator is William Fohey and his place of business is 16139 Silver Shore, Fenton, Michigan 48430.

ARTICLE VII: EXISTENCE. The term of corporate existence is perpetual.

ARTICLE VIII: MEMBERSHIP AND VOTING. The qualification of members, the manner of their admission to the corporation, the termination of membership, and voting by such members shall be as follows:

- (a) Each Co-owner (including the Developer) of a Unit in the Condominium shall be a member of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as his membership shall terminate, as hereinafter provided.
- (b) Membership in the corporation (except with respect to the nonco-owner incorporator, who shall cease to be a member upon the qualification of membership of any co-owner) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Genesee County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior co-owner thereby being terminated.
- (c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance of his Unit in the Condominium.
- (d) Voting by members shall be in accordance with the provisions of the Bylaws of this corporation.

Signed on 10-4-00


William Fohey, Incorporator

GEORGE F. RIZIK, II
RIZIK & RIZIK, P.C.
8226 SOUTH SAGINAW STREET
GRAND BLANC, MICHIGAN 48439

WESTMINSTER PARK CONDOMINIUM ESCROW AGREEMENT

THIS AGREEMENT is entered into this 4th day of October, 2000, between Westminster Park Development Co., L.L.C., a Michigan limited liability company ("Developer") and Sargent's Title Co. ("Escrow Agent").

WHEREAS, The Developer has established Westminster Park ("the Project") as a Condominium Project under applicable Michigan law; and,

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

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

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

NOW THEREFORE, it is agreed as follows:

1. **DEPOSIT OF FUNDS.** Developer shall, promptly after receipt, transmit to Escrow Agent sums initially deposited with it under a Purchase Agreement, together with a transmittal letter containing a precise identification of the Unit covered by the Purchase Agreement and the name(s), address and telephone number of the Purchaser(s) thereunder. Thereafter, Developer shall transmit to Escrow Agent further sums received by it from the Purchaser under the Purchase Agreement up to time of closing. The Master Deed as recorded in Liber _____ at Pages _____ through _____, Genesee County Records, only as modified by duly recorded Amendments through the date hereof and the attached Purchase Agreement form for this Condominium Project shall not be amended or modified in any manner which will in the opinion of Escrow Agent materially change its duties or increase its liabilities.

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

A. Upon Withdrawal by Purchaser. The escrowed funds shall be released to Purchaser under the following circumstances:

(i) If the Purchase Agreement is contingent upon Purchaser obtaining a mortgage and he fails to do so as provided therein and duly withdraws from the Purchase Agreement as a result thereof, Escrow Agent shall release to Purchaser all sums held by it pursuant to said Agreement.

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

(iii) In the event that a Purchaser duly terminates a Purchase Agreement executed under the provisions of Section 88 of the Act pursuant to the terms of the Purchase Agreement, Escrow Agent shall release all of the Purchaser's deposits held thereunder to Purchaser.

(iv) If however, Developer files with Escrow Agent a written objection to the withdrawal request of Purchaser which objection claims an interest in the sums held pursuant to the Purchase Agreement, Escrow Agent shall hold or dispose of the funds as provided in paragraph 4 hereof.

B. Upon Default by Purchaser. In the event that a Purchaser under a Purchase Agreement defaults in making any payments required by said Agreement or in fulfilling any other obligations thereunder for a period of 10 days after written notice by Developer to Purchaser, Escrow Agent shall release sums held pursuant to the Purchase Agreement to

Developer in accordance with the terms of said Agreement. If, however, Purchaser files a written objection to the notice of default with Escrow Agent which objection claims an interest in the sums held pursuant to the Purchase Agreement, Escrow Agent shall hold or dispose of the funds as provided in paragraph 4 hereof.

C. Upon Conveyance of Title to Purchaser. Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) and upon issuance of a Certificate of Occupancy with respect to the Unit if required by local public ordinance, Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

- (i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which in the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and
- (ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located which in the Condominium Subdivision Plan are labeled "must be built" are substantially complete; or

If the elements or facilities referred to in paragraphs 2C(i) and 2C(ii) above are not substantially complete, only sufficient funds to finance substantial completion of such elements or facilities shall be retained in escrow and the balance may be released. All funds required to be retained in escrow may be released, however, if other adequate security shall have been arranged as provided in paragraph 2F below. Determination of amounts necessary to finance substantial completion shall likewise be determined by the certificate of a licensed professional architect or engineer. For purposes of paragraph 2C(i) above, the phase of the Condominium Project in which Purchaser's Unit is located shall be "substantially complete" when all utility mains and leads, all major structural components of buildings, all building exteriors, and all sidewalks, driveways, landscaping and access roads (to the extent such items are designated on the Condominium Subdivision Plan as "must be built") are substantially complete as evidenced by a certificate of substantial completion issued by a licensed professional architect or engineer as described in Section 3 below. Improvements of the type described in Paragraph 2C(ii) above shall be substantially complete when certificates of substantial completion have been issued therefor by a licensed professional architect or engineer, as described in Section 3.

D. Release of Funds Escrowed for Completion of Incomplete Improvements. Upon furnishing Escrow Agent a certificate from a licensed professional architect or engineer (or, except for improvements of the type described in paragraph 2C(ii) above, from a local public building inspector having jurisdiction) evidencing substantial completion in accordance with the pertinent plans and specifications of a structure, improvement, facility or identifiable portion thereof for which funds or other security have been deposited in escrow, Escrow Agent shall release to Developer the amount of such funds or other security specified by the issuer of the certificate as being attributable to such substantially completed item(s); provided, however, that if the amounts remaining in escrow after any such partial release would be insufficient in the opinion of the issuer of such certificate to finance substantial completion of any remaining incomplete items for which funds or other security have been deposited in escrow, only the amount in escrow in excess of such estimated cost to substantially complete shall be released by Escrow Agent to Developer.

E. Release of Interest Earned Upon Escrowed Funds. In the event that interest upon the escrowed funds is earned, all such interest shall be separately accounted for by Escrow Agent and shall be held in escrow and released as and when principal deposits are released hereunder; provided, however, that all interest earned on deposits refunded to a Purchaser upon the occasion of his withdrawal from a Purchase Agreement shall be paid to Developer.

F. Other Adequate Security. If Developer requests that all of the escrowed funds held hereunder or any part thereof be delivered to it prior to the time it otherwise becomes entitled to receive the same, Escrow Agent may release all such sums to Developer if Developer has placed with Escrow Agent an irrevocable letter of credit drawn in favor of Escrow Agent in form and substance satisfactory to Escrow Agent and securing full repayment of said sums, or has placed with Escrow Agent such other substitute security as may be permitted by law and approved by Escrow Agent. Escrow Agent may, at its sole discretion, present any letter of credit deposited pursuant to this paragraph for payment without prior notice or consent of Developer.

G. Claims Arising Due to Failure of Completion. If Escrow Agent is holding in Escrow funds or other security for completion of incomplete elements or facilities under sec 103b(7) of the Act, such funds or other security, upon the

request of the Westminster Park Association or any interested Co-owner, shall be administered by Escrow Agent in the following manner:

- (i) Escrow Agent shall upon request give all statutorily required notices under sec 103b(7) of the Act.
- (ii) If Developer, the Westminster Park Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under Sec 103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.
- (iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:
 - (a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, the Westminster Park Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under sec 103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or
 - (b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Westminster Park Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under Section 103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

3. PROOF OF OCCURRENCES; CONFIRMATION OF SUBSTANTIAL COMPLETION; DETERMINATION OF COST TO COMPLETE. Escrow Agent may require reasonable proof of occurrence of any of the events, actions or conditions stated herein before releasing any sums held by it pursuant to this Escrow Agreement either to a Purchaser or to Developer. Whenever Escrow Agent is required hereby to receive the certification of a licensed professional architect or engineer that a facility, element, structure, improvement or identifiable portion of any of the same is substantially complete in accordance with the pertinent plans therefor, it may base such confirmation entirely upon the certificate of the Developer to such effect coupled with the certificate to the same effect of a licensed professional architect or engineer. Likewise, all estimates and determinations of the cost to substantially complete any incomplete elements, facilities, structures and improvements for which escrowed funds are being specifically maintained under paragraph 2D above shall be made entirely by a licensed professional engineer or architect and the determination of all amounts to be retained or maintained in the escrow account for the completion of any such elements, facilities, improvements or structures shall be based entirely upon such determinations and estimates as are furnished by such engineer or architect. No inspections of the Project or any portion thereof by any representative of Escrow Agent shall be deemed necessary hereunder, nor must any cost estimates or determinations be made by Escrow Agent and Escrow Agent may rely entirely upon certificates, determinations and estimates as described above in retaining and releasing all escrowed funds hereunder.

4. CONFLICTING CLAIMS. If Escrow Agent receives conflicting instructions or claims to the funds, securities or documents held in escrow, then it may take any one or more of the following actions:

- A. It may release all or any portion of the funds to the party which it, in its sole judgment, determines is entitled to receive such funds under other provisions of this Agreement.
- B. It may hold all or any portion of the funds, securities and documents affected by the conflicting instructions or claims in this escrow and take no further action until otherwise directed, either by mutual written instructions from all interested parties or final order of a court of competent jurisdiction.

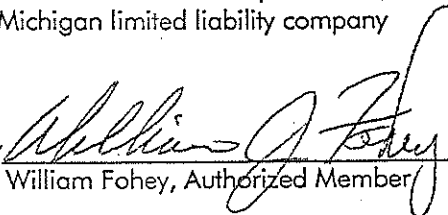
C. It may initiate an interpleader action in any circuit court in the State of Michigan naming all interested parties as parties and depositing all or any portion of the funds, securities and documents affected by the adverse claims with the clerk of such court in full acquittance of its responsibilities under this Agreement.

5. **LIMITED LIABILITY OF ESCROW AGENT; RIGHT TO DEDUCT EXPENSES FROM ESCROW DEPOSITS.** Upon making delivery of the funds deposited with Escrow Agent pursuant to this Escrow Agreement and performance of the obligations and services stated herein, Escrow Agent shall be released from any further liability thereunder and hereunder, it being expressly understood that liability is limited by the terms and provisions set forth in this Agreement, and that by acceptance of this Agreement, Escrow Agent is acting in the capacity of a depository and is not, as such, responsible or liable for the sufficiency, correctness, genuineness or validity of the instruments submitted to it, or the marketability of title to any Unit sold under any other Agreement. Escrow Agent is not responsible for the failure of any bank used by it as an escrow depository for funds received by it under this Agreement. Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination for any act or omission by the Escrow Agent in reliance thereon. Except in instances of gross negligence or wilful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorneys' fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled to without notice to deduct from amounts on deposit hereunder.

6. **NOTICES.** All notices required or permitted hereunder and all notices of change of address shall be deemed sufficient if personally delivered or sent by registered mail, postage pre-paid and return receipt requested, addressed to the recipient party at the address shown below such party's signature to this Agreement or upon the transmittal letter referred to in paragraph 1 above. For purposes of calculating time periods under the provisions of this Agreement, notice shall be deemed effective upon mailing or personal delivery, whichever is applicable.

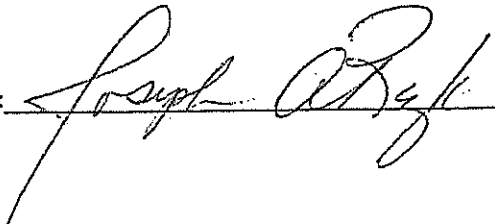
Westminster Park Development Co., L.L.C.,
a Michigan limited liability company

by


William Foey, Authorized Member

Sargent's Title Co.

By:



DISCLOSURE STATEMENT
Westminster Park

Located on Porter Road
Grand Blanc Township, Michigan



DEVELOPER

Westminster Park Development Co., L.L.C.,
a Michigan limited liability company
16139 Silver Shore,
Fenton, Michigan 48430
Telephone: (810) 629-4143

Westminster Park is a 40-Unit residential site condominium .

THIS DISCLOSURE STATEMENT IS NOT A SUBSTITUTE FOR THE MASTER DEED, THE CONDOMINIUM BUYERS HANDBOOK OR OTHER APPLICABLE LEGAL DOCUMENTS AND BUYERS SHOULD READ ALL SUCH DOCUMENTS TO FULLY ACQUAINT THEMSELVES WITH THE PROJECT AND THEIR RIGHTS AND RESPONSIBILITIES RELATING THERETO.

IT IS RECOMMENDED THAT PROFESSIONAL ASSISTANCE BE SOUGHT PRIOR TO PURCHASING A CONDOMINIUM UNIT.

May 31, 2001

WESTMINSTER PARK DISCLOSURE STATEMENT

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DISCLOSURE STATEMENT

Westminster Park

I. INTRODUCTION

Condominium development in Michigan is governed largely by Act 59 of the Michigan Public Acts of 1978, as amended, (the Condominium Act).

This Disclosure Statement, together with copies of the legal documents required for the creation and operation of the project, are furnished each purchaser pursuant to the requirement of Michigan law that the Developer of a condominium project disclose to prospective purchasers the characteristics of the condominium units which are offered for sale.

II. THE CONDOMINIUM CONCEPT

Condominium is a form of real property. A condominium unit has the same legal attributes as any other form of real property under Michigan law and may be sold, mortgaged or leased, subject only to such restrictions as are contained in the condominium documents or as otherwise may be applicable to the property.

Each owner receives a deed to his individual condominium unit. Each owner owns, in addition to his unit, an undivided interest in the common facilities ("common elements") which service the project. Title to the common elements is included as part of, and is inseparable from, title to the individual condominium units. Each owner's proportionate share of the common elements is determined by the percentage of value assigned to his unit in the Master Deed described in Section IV of this Disclosure Statement.

All portions of the project not included within the units constitute the common elements. Limited common elements are those common elements which are set aside for use by less than all unit owners. General common elements are all common elements other than limited common elements.

The project is administered generally by a non-profit corporation of which all owners are members (the "Association"). The nature and duties of the Association are described more fully in Section VI of this Disclosure Statement.

Except for the year in which the project is established, or, in the case of units added to an expanding project by subsequent amendments to the Master Deed, the year in which such amendment is recorded, real property taxes and assessments are levied individually against each unit in the project. The separate taxes and assessments cover the unit and its proportionate share of the common elements.

No taxes or assessments are levied independently against the common elements. In the year in which the project is established or in which an expansion amendment is recorded, the taxes and assessments for the units covered by the Master Deed are billed to the Association and are paid by the owners of such units in proportion to the percentages of value assigned to the units owned by them.

Although the foregoing is generally accurate as applied to most residential condominium developments, the details of each development may vary substantially. For example, since this project is a so-called "site condominium", any dwelling structure constructed on your unit site will add to the value of your unit and be taxed based upon that increased value. Accordingly, each purchaser is urged to carefully review all of the documents contained in the Westminster Park Purchaser Information Book as well as any other documents that have been delivered to the purchaser in connection with this development. Any purchaser having questions pertaining to the legal aspects of the project is advised to consult his own lawyer or other professional advisor.

III. DESCRIPTION OF THE CONDOMINIUM PROJECT.

A. SIZE, SCOPE AND PHYSICAL CHARACTERISTICS OF THE PROJECT. Westminster Park is a 40-unit residential site condominium project located on Porter Road in Grand Blanc Township. The project consists of residential sites improved by the installation of certain utilities and roadways.

Each unit consists of a building site as shown in the Condominium Subdivision Plan, which may be used only by the owner of that unit, his family and guests. Each individual site unit is maintained by the owner of that unit. The owner of a unit may construct a house on that unit,

subject to approval of the plans and specifications and the contractor and other tradesmen by the Developer. You should review the Master Deed, Bylaws and Rules and Regulations. Parking of vehicles shall be provided in garages included in those houses.

B. UTILITIES. Westminster Park is served by roads that initially are private, but will eventually be dedicated to the public; by public water and sanitary sewer; and by gas, electric and telephone service. Gas and electrical services are furnished by Consumers Energy Company, and are individually metered to each unit for payment by the co-owner. Telephone service is provided by Ameritech and is billed individually to the co-owner. The costs of maintaining the roads and storm sewer systems serving the project, to the extent those systems are located within the project boundaries, will be borne by the Association until those common elements are dedicated to and accepted by the public. The Developer plans to dedicate the roads and storm sewer system to the public during the Development Period.

C. ROADS. The roads in the Condominium are initially private and must be maintained by the Association until dedication to the public. Replacement, repair and resurfacing will be necessary from time to time as circumstances dictate. It is impossible to estimate with any degree of accuracy future roadway repair or replacement costs. It shall be the responsibility of the Association to inspect and perform preventative maintenance of condominium roadways on a regular basis in order to maximize the life of project roadways and to minimize repair and replacement costs. The above notwithstanding, the Developer plans to dedicate all or part of the roads to the public during the Development Period. The Developer has reserved the right to control the nature and extent of maintenance, repair, replacement, decoration and landscaping of the entranceways to the Project during the Development Period. The purpose of this control is to ensure that the entranceways are maintained in an acceptable manner during the development of the entire project.

D. RECREATIONAL FACILITIES. No recreational facilities are currently planned for the Project.

E. RESERVED RIGHTS OF DEVELOPER.

(1) CONDUCT OF COMMERCIAL ACTIVITIES. Until all of the units in the project have been sold including the initial phase and any adjacent land owned by the Developer, the Developer has reserved the right to maintain on the condominium premises a sales office, a business office, model units, storage areas, reasonable parking incident to the use of such areas, and such access to, from and over the condominium premises as may be reasonable to enable development and sale of the entire project. The Developer is obligated to restore the areas so utilized to their prior status upon termination of use.

(2) RIGHT TO AMEND. The Developer has reserved the right to amend the Master Deed without approval from owners and mortgagees for the purpose of correcting errors and for any other purpose so long as the amendment would not materially alter or change the rights of an owner or mortgagee. Further, certain provisions of the Master Deed cannot be amended without Developer approval. Finally, there is permitted to any co-owner including Developer, the right to subdivide or combine certain units owned by such co-owner.

(3) EASEMENTS. The Developer has reserved such easements over the condominium project (including all units and common elements) as may be required to perform any of the developer's maintenance, repair, landscape or replacement obligations.

(4) GENERAL. In the condominium documents and in the Condominium Act, certain rights and powers are granted or reserved to the Developer to facilitate the development and sale of the project as a condominium, including the power to approve or disapprove a variety of proposed acts and uses and the power to secure representation on the Association Board of Directors.

(5) ARCHITECTURAL CONTROL. The Developer has retained the right to control the architecture of buildings in the project, through an architectural control committee and process. The bylaws of the project contain specific architectural restrictions that govern the type of buildings and other improvements that a co-owner may construct or install on his or her unit. When the Developer no longer owns any unit in the project, these rights pass to the Association's board of directors.

IV. LEGAL DOCUMENTATION

A. GENERAL. Westminster Park was established as a condominium project pursuant to the Master Deed recorded in the Genesee County Records and contained in the Westminster Park Purchaser Information Book. The Master Deed includes the Bylaws as Exhibit A and the Condominium Subdivision Plan as Exhibit B.

B. MASTER DEED. The Master Deed contains the definitions of certain terms used within the condominium documents, the percentage of value assigned to each unit in the condominium project, a general description of the units and general and limited common elements included in the project and a statement regarding the relative responsibilities for maintaining the common elements. Article 7 of the Master Deed describes easements, Article 8 includes the provisions for amending the Master Deed and Article 9 provides that the Developer may assign to the Association or to another entity any or all of his rights and powers granted or reserved in the condominium documents or by law.

C. BYLAWS. The Bylaws contain provisions relating to the operation, management and fiscal affairs of the condominium, and, in particular, set forth the provisions relating to assessments of Association members for the purpose of paying the costs of operation of the condominium project. Article 2 contains certain restrictions upon the ownership, occupancy and use of the condominium project. Article 2 also contains provisions permitting the adoption of rules and regulations governing the common elements.

D. CONDOMINIUM SUBDIVISION PLAN. The Condominium Subdivision Plan is a three dimensional survey depicting the physical location and boundaries of each of the units and all of the common elements in the project.

E. ARCHITECTURAL APPROVAL. Because each unit consists of a building site with access to utilities, each owner will be contracting with a licensed residential builder independently for construction of a house on that unit. In order to maintain quality, integrity and compatibility of construction throughout the project, the Developer has retained the right to approve construction plans prior to construction of a dwelling on a site in the Project.

V. THE DEVELOPER AND OTHER SERVICE ORGANIZATIONS

A. DEVELOPER. Westminster Park is being developed by Westminster Park Development Co., L.L.C., a Michigan limited liability company. William Fohey and Manny Kniahynycky, who are members of the developer, have prior experience in residential and condominium development. Mr. Fohey's experience includes development of Stone Ridge, a condominium project on Grand Blanc Road in Grand Blanc, Michigan.

B. SALES AGENT. The Developer will conduct sales at the Project and will, at the its option, work in cooperation with independent brokers in soliciting sales of condominium units in the Project.

C. LEGAL PROCEEDINGS INVOLVING THE CONDOMINIUM PROJECT. The Developer is not presently aware of any pending judicial or administrative proceedings involving the condominium project or the Developer.

VI. OPERATION AND MANAGEMENT OF THE CONDOMINIUM PROJECT.

A. THE CONDOMINIUM ASSOCIATION. The responsibility for management and maintenance of the project is vested in the Westminster Park Association, which has been incorporated as a non-profit corporation under Michigan law. The Articles of Incorporation of the Association are contained in the Purchaser Information Book. The Bylaws include provisions that govern the procedural operations of the Association. The Association is governed by its Board of Directors whose initial members are designees of the Developer.

Within 120 days after conveyance of title to 10 of the units, 1 of the 3 directors will be selected by non-developer owners of units; and 120 days after conveyance of title to 30 of the units, the non-developer owners shall elect all 3 directors, except that the Developer shall have the right to designate at least 1 director as long as it owns at least four (4) units in the project. Regardless of the number of units conveyed, 54 months after the first conveyance, non-developer owners may elect directors in proportion to the number of units which they own.

Within 120 days after conveyance to purchasers of 27 units or 1 year from the date of the first conveyance, whichever first occurs, the Developer shall establish an advisory committee to serve as liaison between the non-developer owners and the Developer.

The First Annual Meeting may be held on or before the expiration of 120 days after conveyance of 30 of the units or within 54 months after conveyance of the first unit, whichever first occurs. At the First Annual Meeting, the co-owner members of the Association will elect directors, and the directors in turn shall elect officers for the Association. The Developer's voting rights are set forth in Article 8, §8.2 of the Bylaws.

B. PERCENTAGES OF VALUE. The percentages of value for Westminster Park were computed on the basis of approximate equivalency of all units, with the resulting percentages for each unit adjusted to total precisely 100. The percentage of value assigned to each unit

determines, among other things, the value of each co-owner's vote and his proportionate share of regular and special Association assessments and of the proceeds of administration of the project.

C. PROJECT FINANCES.

(1) BUDGET. Article 5 of the Bylaws requires the Board of Directors to adopt an annual budget for the operation of the project. The initial budget was formulated by the Developer and is intended to provide for the normal and reasonably predictable expenses of administration of the project, and includes a reserve for replacement of major components of the project in the future. Inasmuch as the budget must necessarily be prepared in advance, it reflects estimates of expenses made by the Developer based in part upon experience in similar projects and in part upon the estimates of others. To the extent that estimates prove inaccurate during actual operations and to the extent that the goods and services necessary to service the condominium project change in cost in the future, the budget and the expenses of the Association also will require revision. The current anticipated budget of the Association has been included as an appendix to this Disclosure Statement.

(2) ASSESSMENTS. Each owner of a unit, including the Developer, must contribute to the Association to defray expenses of administration. During the Development Period, Developer's contributions are based upon the number of occupied/completed units which it owns as described in Article 5, §5.7 of the Bylaws. Except as set forth in that Section, assessments are based upon the percentages of value assigned to the units. The Board of Directors may also levy special assessments in accordance with the provisions of Article 5, §5.2 of the Bylaws. The regular assessments are payable in annual installments.

(3) OTHER POSSIBLE LIABILITIES. Each purchaser is advised of the possible liability of each co-owner under Section 58 of the Condominium Act:

If the holder of the first mortgage or other Purchaser of a condominium unit obtains title to the unit by foreclosing that mortgage, the holder of the first mortgage or other purchaser is not liable for unpaid assessments which are chargeable against that unit and which have become due prior to foreclosure. These unpaid assessments are common expenses which are collectible from all unit owners including the holder of the first mortgage who has obtained title to the unit through foreclosure.

D. CONDOMINIUM ASSOCIATION MANAGEMENT CONTRACT. No independent management agent has been selected for the project at this time. Professional management is not required by the condominium documents. And, although there is no provision in the annual budget for management fees, the Developer or the Board of Directors of the Association can retain a management agent for the Project at any time, and provide for the cost thereof in the budget.

E. INSURANCE.

(1) TITLE INSURANCE. The Purchase Agreement provides that the Developer shall furnish each purchaser a commitment for an owner's title insurance policy issued by Sargent's Title Co. at or prior to closing, and that the policy itself shall be provided within a reasonable time after closing. The cost of the owner's commitment and policy is to be borne by the Developer. Each purchaser should review the title insurance commitment with a qualified advisor of his choice prior to closing to make certain that it conforms to the requirements of the Purchase Agreement.

(2) OTHER INSURANCE. The condominium documents require that the Association carry fire and extended coverage for vandalism and malicious mischief and liability insurance and workmen's compensation insurance if applicable, with respect to all of the common elements of the project. The insurance policies have deductible clauses and, to the extent thereof, losses will be borne by the Association. The Board of Directors is responsible for obtaining insurance coverage for the Association. Each owner's pro rata share of the annual Association insurance premiums is included in the monthly assessment. The Association insurance policies are available for inspection during normal working hours. A copy of the Certificate of Insurance with respect to the condominium project will be furnished to each owner upon closing the sale of his unit. Each owner is responsible for obtaining insurance coverage with respect to the entire structure on his Unit and its interior and contents to the extent indicated in Article 4 of the Bylaws, and for liability for injury within this unit and upon limited common elements assigned to his unit. The Association should periodically review all insurance coverage to be assured of its continued adequacy and owners should each do the same with respect to their personal insurance. **BECAUSE THIS PROJECT IS A SITE CONDOMINIUM PROJECT, THE ASSOCIATION WILL NOT OBTAIN INSURANCE COVERAGE FOR**

STRUCTURES OR IMPROVEMENTS ON ANY UNIT; THEREFORE EACH CO-OWNER MUST OBTAIN HIS OR HER OWN FIRE, EXTENDED COVERAGE AND OTHER INSURANCE ON HIS OR HER HOUSE AND CONTENTS.

F. RESTRICTIONS ON OWNERSHIP, OCCUPANCY AND USE. Article 2 of the Bylaws sets forth restrictions upon the ownership, occupancy and use of a unit in the condominium project. It is impossible to paraphrase these restrictions without risking the omission of some provisions that may be of significance to the purchaser. Consequently, each purchaser should examine the restrictions with care to be sure that they do not infringe upon an important intended use. The following is a list of certain of the more significant restrictions:

- (1) Units are to be used for residential purposes only.
- (2) No owner may lease his unit for less than an initial term of 6 months unless approved by the Association. Although it is the Developer's intention to sell all of the units that it owns in the project, it will necessarily require some time for the Developer to achieve this goal. Further, market conditions and other factors beyond the Developer's control may impede the Developer's efforts to complete its sales program and may necessitate the suspension of the sales program from time to time. Accordingly, the Developer hereby notifies all prospective owners that the Developer proposes to lease all unsold units in the project for such terms as may be most compatible with achievement of the Developer's sales program in an effort to keep the project fully occupied throughout the duration of such program. A copy of the Developer's lease form is on file with the Association's records and may be reviewed by the owners during normal business hours.
- (3) Except for a limited number of household pets, no animals may be maintained by any owner unless approved by the Association. Even if the Association has approved the maintenance of a pet, detailed restrictions are applicable.
- (4) There are substantial limitations upon physical changes which may be made to the common elements and to the units in the condominium, and upon the uses to which the common elements and units may be put.
- (5) Reasonable regulations may be adopted by the Board of Directors of the Association concerning the use of common elements without vote of the owners.

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

VII. RIGHTS AND OBLIGATIONS BETWEEN DEVELOPER AND OWNERS.

A. BEFORE CLOSING. The respective obligations of the Developer and the purchaser of a condominium unit in the project prior to closing are set forth in the Purchase Agreement and the accompanying Escrow Agreement. Those documents should be closely examined by all purchasers in order to ascertain disposition of earnest money deposits advanced by the purchaser at the time of closing, anticipated closing adjustments, and the obligation of both parties with respect to modifications to the standard appurtenant common elements and extra installations. The Escrow Agreement provides, pursuant to Section 103b of the Condominium Act, that the escrow agent shall maintain sufficient funds or other security to complete improvements shown as "must be built" on the Condominium Subdivision Plan until such improvements are substantially complete. Funds retained in Escrow are not to be released to Developer until conveyance of title to a purchaser and confirmation by the escrow agent that all improvements labeled "must be built" are substantially complete.

B. AT CLOSING. Each purchaser will receive (either at closing or upon satisfaction of any land contract for the Unit) by warranty deed fee simple title to his unit subject to no liens or encumbrances other than the condominium documents and those other easements and restrictions as are specifically set forth in the condominium documents and title insurance commitment.

C. AFTER CLOSING.

(1) **GENERAL.** Subsequent to the purchase of a unit, relations between the Developer and the owner are governed by the Master Deed and the Condominium Act, except to the extent that any contractual provisions of the Purchase Agreement are intended to survive the closing.

(2) **CONDOMINIUM PROJECT WARRANTIES.** There are no warranties on either the unit or common elements of the Condominium made by the Developer. Moreover, the Developer has disclaimed all express and implied warranties in the purchase agreement for your unit. If warranties exist as to the improvements to the common elements installed by third parties,

the Developer has assigned or will assign those warranties to the Association. It is recommended that you examine the Purchase Agreement disclaimer of warranties and review it with your advisors prior to execution of a Purchase Agreement and closing on the purchase of your unit.

VIII. PURPOSE OF DISCLOSURE STATEMENT. The Developer has prepared this Disclosure Statement in good faith, in reliance upon sources of information believed to be accurate and in an effort to disclose material facts about the project. Each purchaser is urged to engage a competent lawyer or other advisor in connection with his or her decision to purchase a unit. In accepting title to the unit in the condominium project, each purchaser shall be deemed to have waived any claim or right arising out of or relating to any immaterial defect, omission or misstatement in this Disclosure Statement. The terms used herein are defined in the Condominium Act.

The Michigan Department of Commerce publishes the Condominium Buyers Handbook which the Developer has delivered to you. The Developer assumes no obligation, liability, or responsibility as to the statements contained therein or omitted from the Condominium Buyers Handbook.

The descriptions of the Master Deed and other instruments contained herein are a summary only and may or may not completely and adequately express the content of the various condominium documents. Each purchaser is referred to the original Master Deed and other original instruments as contained within the Purchaser Information Booklet. In accordance with the rules of the Michigan Department of Commerce, legal phraseology, technical terms and terms of art have been minimized and brevity has been the objective to the extent consistent with the purposes of this Disclosure Statement and rules of the Michigan Department of Commerce.

APPENDIX I
WESTMINSTER PARK ASSOCIATION
May 1, 2001 to April 30, 2002
ANTICIPATED ANNUAL BUDGET
40 UNITS

SERVICE OR EXPENSE DESCRIPTION	AMOUNT BUDGETED
GROUNDS MAINTENANCE	
INSURANCE ¹	
ELECTRICITY	
SNOW REMOVAL	
LEGAL AND ACCOUNTING	
MISCELLANEOUS	
MANAGEMENT FEE ²	
RESERVE FOR MAJOR REPAIRS/REPLACEMENT ³	\$0.00
TOTAL	\$0.00

¹Estimate of liability insurance on general common elements only and directors and officers insurance. Insurance for residential structures and limited common elements is not provided by the Condominium Association.

²This management fee is unrealistically low. An independent manager would charge more. This figure does not include out-of-pocket costs.

³Reserve for major repair and replacement of common elements is based upon a factor of 10% of preceding budget items. There is no reasonable assurance that it will be adequate. The reserve does not cover residential structures or improvements to site units.