



LIBER 2794 PAGE 161

RECEIPT # 58867, STATION 1
\$236.00 MASTER DEED08/31/2004 2:12:34 PM
STATE OF MICHIGAN - MONROE COUNTY
RECEIVED FOR RECORD
GERI ALLEN - REGISTER OF DEEDS**MASTER DEED****VILLAGE SQUARE OF DUNDEE**

This Master Deed is made and executed on this 31st day of August, 2004, by Village Park Development Co., LLC, a Michigan limited liability company (the "Developer"), whose address is 1750 S. Telegraph Rd., Ste. 301A, Bloomfield Hills, Michigan 48302, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended) (the "Act").

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Village Square of Dundee as a site Condominium Project under the Act and does declare that Village Square of Dundee (the "Condominium," the "Project" or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and the attached 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/or assigns, and any persons acquiring or owning an interest in the Condominium Premises, and its successors and/or assigns. In furtherance of the establishment of the Condominium Project it is provided as follows:

ARTICLE I
TITLE AND NATURE

The Condominium Project shall be known as Village Square of Dundee, Monroe County Condominium Subdivision Plan No. 55. The Condominium Project is established in accordance with the Act. The Units contained in the Condominium, including the number, boundaries, dimensions and area of each are set forth completely in the Condominium Subdivision Plan attached hereto as Exhibit B. Each Unit is capable of individual utilization on account of

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having its own entrance from and exit to a Common Element of the Condominium Project. Each Co-owner in the Condominium Project shall have an exclusive right to his or her Unit and shall have undivided and inseparable rights to share with other Co-owners the General Common Elements of the Condominium Project.

ARTICLE II

LEGAL DESCRIPTION

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

A parcel of land being part of the Northwest $\frac{1}{4}$ of Section 19, Town 6 South, Range 7 East, in the Village of Dundee, Monroe County, Michigan; said parcel of land being bounded and described as follows:

BEGINNING at a stone found at the center of said Section 19, thence in a westerly direction along the East and West centerline of said Section 19, having an assumed bearing of North 89 degrees, 19 minutes, 00 seconds West, a measured distance of 303.71 feet and a record distance of 305.20 feet to the intersection of the easterly right-of-way line of the Toledo and Ann Arbor Railroad (as it now exists); thence North 17 degrees, 36 minutes, 18 seconds West along the said easterly right-of-way line of the Toledo and Ann Arbor Railroad (as it now exists), a distance of 774.22 feet to the intersection of the East line of First Street; thence North 00 degrees, 59 minutes, 42 seconds East along the said East line of First Street, a distance of 240.94 feet to the intersection of the northerly line of a parcel of land as described in Liber 1872, Page 363, Monroe County Deed Records; thence North 60 degrees, 53 minutes, 42 seconds East along the said northerly line of a parcel of land as described in Liber 1872, Page 363, Monroe County Deed Records, a measured distance of 625.30 feet and a record distance of 624.76 feet to the intersection of the North and South centerline of said Section 19; thence South 00 degrees, 33 minutes, 49 seconds West along the said North and South centerline of Section 19, a distance of 307.49 feet to a point; thence continuing along said North and South centerline of Section 19, a measured and record distance of 979.21 feet to the POINT OF BEGINNING. CONTAINING 527,514 square feet or 12.110 acres of land, more or less. The above described parcel of land is subject to legal highways, and any and all leases, easements or restrictions of record.



ARTICLE III **DEFINITIONS**

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

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

Section 2. Association. "Association" means Village Square of Dundee Association, which is the non-profit corporation organized under Michigan law of which all Co-owners shall be members, which corporation shall administer, operate, manage and maintain the Condominium.

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

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

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

Section 6. Condominium Premises. "Condominium Premises" means and includes the land described in Article II above, all improvements and structures thereon, and all easements, rights and appurtenances belonging to Village Square of Dundee as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project," "Condominium" or "Project" means Village Square of Dundee, as a site Condominium Project established in conformity with the Act.

Section 8. Condominium Subdivision Plan. "Condominium Subdivision Plan" means the attached Exhibit B.

Section 9. Consolidating Master Deed. "Consolidating Master Deed" means the final amended Master Deed that shall describe Village Square of Dundee as a completed site



Condominium Project and shall reflect the entire land area in the Condominium Project resulting from parcels that may have been added to and/or withdrawn from the Condominium Project from time to time under Articles VI and VII of this Master Deed, and all Units and Common Elements therein, as constructed, and which shall express percentages of value pertinent to each Unit as finally readjusted. Such Consolidating Master Deed, if and when recorded in the office of the Monroe County Register of Deeds, shall supersede the previously recorded Master Deed for the Condominium and all amendments thereto. In the event the Units and Common Elements in the Condominium are developed and in substantial conformance with the proposed Condominium Subdivision Plan attached as Exhibit B to the Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Monroe County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the filed and recorded Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

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

Section 11. Developer. "Developer" means Village Park Development Co., LLC, a Michigan limited liability company, that has made and executed this Master Deed, and its successors and/or assigns, including any successor developer(s) under Section 135 of the Act. All successor developers under Section 135 of the Act shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 12. Development and Sales Period. "Development and Sales Period," for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, means the period commencing with the recording of the Master Deed and continuing until one (1) year after the Developer no longer owns any Unit which it offers for sale, or one year after the Developer is no longer entitled to add Units to the Project as provided in Article VI, whichever is longer. For the purposes of this Section, the term "Developer" shall also mean any successor developer(s) as defined in Section 135 of the Act.

Section 13. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer Co-owners are permitted to vote for the election of all Directors and upon all other matters which properly may be brought before the meeting. Such meeting is to be held (a) in the Developer's sole discretion after 50% of the Units that may be created are sold, or (b) mandatorily within (i) 54 months from the date of the first Unit conveyance, or (ii) 120 days after 75% of the Units that may be created are conveyed, whichever first occurs.

Section 14. Transitional Control Date. "Transitional Control Date" means the date that a Board of Directors of the Association takes office pursuant to an election in which the votes that may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes that may be cast by the Developer.



Section 15. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Village Square of Dundee, as such space may be described in Article V, Section 1 of this Master Deed and on the attached Exhibit B, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Co-owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements. The Developer does not intend to and is not obligated to install any structures whatsoever within the Units or their appurtenant Limited Common Elements.

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

ARTICLE IV **COMMON ELEMENTS**

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

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

(a) Land. The land described in Article II above, including the roads located within the Condominium, and other common areas, if any, not identified as Limited Common Elements, until such roads have been dedicated to the public. It is intended that roads will be dedicated as soon as is practicable after this Master Deed is recorded, if not before.

(b) Electrical. The electrical transmission lines and transformers throughout the Project up to the point at which service leads leave the transformer to provide connections for service of Units and dwellings.

(c) Telephone. The telephone system throughout the Project up to the point of lateral connections for Unit service.

(d) Gas. The gas distribution system throughout the Project up to the point of lateral connections for Unit service.

(e) Telecommunications. The telecommunications system, if and when any may be installed, up to the point of lateral connections for Unit service.



(f) Storm Water Retention System and Storm Sewers. The storm water retention basin system, if any, and storm sewers throughout the Project up to the point of connection to service leads for Unit service.

(g) Entrance Areas and Cul-de-sac Islands. The entrance areas to the Condominium and cul-de-sac islands in the Project.

(h) Sanitary Sewer System. The sanitary sewer system throughout the Project up to the point of lateral connection for service to Units and dwellings.

(i) Water Service System. The water service system and water mains throughout the Project up to the point of lateral connection for service to Units and dwellings.

(j) Sprinkler System. Any sprinkler system(s), if and when installed by the Developer to serve general common lawn areas, shall be a General Common Element to be maintained, repaired and replaced by the Association.

(k) Sidewalks. The sidewalks, if any, contained within the Project.

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

Section 2. Limited Common Elements. Limited Common Elements, if any, shall be subject to the exclusive use and enjoyment of the Co-owner(s) of the Unit to which the Limited Common Elements are appurtenant.

(a) Shown on Condominium Subdivision Plan. Any areas delineated as Limited Common Elements on Exhibit B, the Condominium Subdivision Plan, if any.

(b) Service Leads. The service leads (sometimes also referred to as lateral connections) for any utility systems referenced in Article IV, Sections 1(b), 1(c), 1(d), 1(e), 1(f), 1(h) and 1(i) above. For the purposes of this Section 2, service leads shall mean the connecting line which brings the utility service in question from the utility main or main utility line in the Project roadway to the structure created on the Unit.

(c) Driveways and Walks. Driveways and walks, if any, are Limited Common Elements serving the Units as depicted on the Condominium Subdivision Plan, and are limited in use to the Units which they serve.

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



(a) Co-owner Responsibilities.

(i) Units and Limited Common Elements. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B. Except as otherwise expressly provided, the responsibility for and the costs of maintenance, decoration, repair and replacement of any dwelling and appurtenances to each dwelling as a Limited Common Element (such as driveways, walks and utility leads), shall be borne by the Co-owner of the Unit which is served by such Limited Common Elements; provided, however, that the exterior appearance of such dwelling, the Units and appurtenant Limited Common Elements, to the extent visible from any other dwelling, Unit or Common Element within the Project, shall be subject at all times to the approval of the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(ii) Utility Services. All costs of electricity, water and natural gas and any other utility services, except as otherwise specifically provided, shall be borne by the Co-owner of the Unit to which such services are furnished.

(iii) Landscaping. Each Co-owner shall be responsible for the installation of landscaping on his or her Unit and the yard area appurtenant to the Unit which shall include at least two (2) 2 1/2" caliper width street trees of a type which complies with the Village of Dundee ordinances, and two (2) - 6' to 8' spruce or pine trees, all within 6 months after the issuance of a certificate of occupancy for the dwelling on the Unit, weather permitting. Co-owners shall be responsible for and bear the costs of installation of all trees, and for the maintenance, repair and replacement of all landscaping installed within their respective Units and yard areas, including lawns. All landscaping must meet the minimum landscaping requirements of the Village of Dundee. It shall also be the responsibility of each Co-owner to mow and landscape the area between their Unit's boundary line and the paved surface of the road or roads. Even though this area may be considered a General Common Element, each Co-owner shall be responsible for and bear the costs of maintenance, repair and replacement of all upkeep and landscaping within said area existing between the Unit boundary and the paved surface of the road or roads that abut said Unit.

(b) Association Responsibility for Units and Common Elements. The Association shall not be responsible for performing any maintenance, repair or replacement with respect to dwellings and their appurtenances located within the Condominium Units or the Limited Common Elements appurtenant thereto, except as otherwise provided herein. The Developer, in the initial maintenance budget for the Association, shall be



entitled to determine the nature and extent of such services, and reasonable rules and regulations may be promulgated by the Board of Directors of the Association in connection therewith.

(c) Roads. The Project roads referred to in Article IV, Section 1(a) above will be private and it will be the responsibility of the Association to maintain, replace, repair and/or resurface as necessary until such roads have been dedicated to the public. It is intended that the roads will be dedicated as soon as practicable after recording this Master Deed, if not before. Until dedication, it is the Association's responsibility to inspect and to perform preventative maintenance of the condominium roadways on a regular basis in order to maximize their useful life and to minimize repair and replacement costs. All of the roadways in Village Square of Dundee shown as General Common Elements on the Condominium Subdivision Plan shall be subject to a 66-ft. wide easement granted to the Village of Dundee. That easement shall be deemed affirmatively granted as of the recording of this Master Deed. Upon recording of the Master Deed, the Village of Dundee shall be entitled to maintain, repair and/or replace the condominium roadways.

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

(e) Sprinkling Systems for Entrance Ways and Cul-de-sac Islands. The Association shall be responsible for the maintenance, repair and replacement of the sprinkler systems, if any, within the entrance ways and the cul-de-sac islands, including all electrical appliances such as pumps, timers and controls which operate the system, if and when installed, wherever they may be located.

(f) Maintenance of Lawn Areas. Any additional services performed by the lawn service company at the request of individual Co-owners will be charged separately to the requesting Co-owner.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment, and the telecommunications described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications shall be General Common Elements only to the extent of the Co-owner's interest therein, if any, and Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's responsibility will be to see that water, sanitary, 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 such utilities by laterals from the mains to any structures and fixtures located within the Units.

Section 5. Use of Units and Common Elements. No Co-owner shall use his or her Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner that will interfere with or impair the rights of any other Co-owner in the use and



enjoyment of his or her Unit or the Common Elements. No Limited Common Element may be modified or its use enlarged or diminished by the Association without the written consent of the Co-owner to whose Unit the same is appurtenant, except with the permission of the Village of Dundee and in compliance with its ordinances.

ARTICLE V

UNIT DESCRIPTIONS AND PERCENTAGES OF VALUE

Section 1. Description of Units. Each Unit in the Condominium Project is described in this paragraph with reference to the Condominium Subdivision Plan of Village Square of Dundee as prepared by Thomas DuBose & Associates, Inc. and attached to this Master Deed as Exhibit B. Each Unit shall consist of the space located within Unit boundaries as shown on the attached Exhibit B and delineated with heavy outlines, together with all appurtenances thereto. The plans and specifications for the Project have been filed with the Village of Dundee. All dwellings must be constructed within the Units as depicted on Exhibit B. The Units are numbered consecutively from one (1) through forty-five (45), inclusive.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Village Square of Dundee shall be equal. The determination that percentages of value should be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that there are no material differences among the Units insofar as the allocation of percentages of value is concerned. The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Co-owner in the proceeds and the expenses of administration, and the value of such Co-owner's vote at meetings of the Association. The total value of the Project is 100%.

ARTICLE VI

EXPANSION OF CONDOMINIUM

(RE-INCORPORATION OF LAND WITHDRAWN)

Section 1. Area of Future Development. The Condominium Project established pursuant to the initial Master Deed of Village Square of Dundee, and consisting of forty-five (45) Units, is intended to be a single phase Condominium Project. However, as noted in Article VII below, the Project may be contracted by the withdrawal of land or the elimination of Units. Any land withdrawn will be deemed an "area of future development."

Section 2. Re-incorporation of Land or Units. Any other provisions of this Master Deed notwithstanding, within a period ending no later than six (6) years from the date of recording this Master Deed, any portion of the area of future development (being land withdrawn under Article VII) may be reincorporated into the Project and residential site condominiums may be constructed thereon. The location, nature, appearance, design (interior and exterior) and structural components of all such Units as may be constructed thereon shall be determined by the Developer in its sole discretion, subject only to approval of the Village of Dundee, if necessary. All such improvements shall be reasonably compatible with the existing structures in the Project



as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use.

Section 3. Re-expansion Not Mandatory. Nothing herein contained shall in any way obligate the Developer to re-incorporate the area of future development into the Condominium Project. The Developer may, in its discretion, establish all or a portion of the area of future development as a separate condominium project (or projects) or any other form of development. There are no restrictions on the election of the Developer to re-expand the Project other than as explicitly set forth herein. There is no obligation on the part of the Developer to re-incorporate into the Condominium Project all or any portion of the area of future development described in this Article VI, nor is there any obligation to re-incorporate portions thereof in any particular order, nor to construct particular improvements thereon in any specific locations.

Section 4. Public Approval Not Required. The Developer's reservation of the right to re-incorporate once withdrawn land back into the Project is not meant to suggest in any way that municipal approval for such re-expansion of the Project has been requested or obtained or even necessary since the entire Project as recorded was created based on an approved site plan.

ARTICLE VII

CONTRACTION OF CONDOMINIUM

Section 1. Right to Contract. As of the date this Master Deed is recorded, the Developer intends to establish a Condominium Project consisting of forty-five (45) residential site Condominium Units on the land described in Article II, all as shown on the Condominium Subdivision Plan attached hereto as Exhibit B. Developer reserves the right, however, to establish a Condominium Project consisting of fewer Units than as described above and to withdraw from the Project all or some portion of the land described in Article II except that in no event may the Project consist of fewer than three (3) Units. Units one (1) through three (3), inclusive, may not be withdrawn from the Project.

Therefore, any other 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 within a period ending no later than six (6) years from the date of recording this Master Deed, be contracted to any number determined by the Developer in its sole judgment, but in no event shall the number of Units be less than three (3). There is no obligation on the part of the Developer to withdraw from the Condominium all or any portion of the contractible area described in this Article VII, nor is there any obligation to withdraw portions thereof in any particular order.

Section 2. Withdrawal of Land. In connection with such contraction, the Developer unconditionally reserves the right to withdraw from the Condominium Project such portion or portions of the land described in this Article VII as is not reasonably necessary to provide access to or otherwise serve the Units included in the Condominium Project as so contracted. Developer reserves the right to use the portion of the land so withdrawn to establish, in its sole discretion, a separate condominium project (or projects), or any other form of development. Developer further



reserves the right, subsequent to such withdrawal, but prior to six (6) years from the date of recording this Master Deed, to expand the Project as so reduced to include all or any portion of the land so withdrawn.

Section 3. Reservation of Rights Under Section 67. The Developer further reserves all contraction rights provided under Section 67 of the Act, as amended by the Public Act 379 of 2000.

ARTICLE VIII **CONVERTIBLE AREAS**

Section 1. Designation of Convertible Areas. Certain areas adjacent to individual Units have been or may subsequently be designated on the Condominium Subdivision Plan (or may subsequently be designated as Convertible Areas by amendment to this Master Deed) as Convertible Areas within which the Units and Common Elements may be modified as provided herein. The Developer may also convert Units that it owns into Common Elements.

Section 2. The Developer's Right to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, during a period ending no later than six (6) years from the date of recording this Master Deed, to modify the size, location, design or elevation of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within the Convertible Areas designated for such purpose on the Condominium Subdivision Plan, so long as such modifications do not unreasonably impair or diminish the appearance of the Project or the view, privacy or other significant attribute or amenity of any Unit which adjoins or is proximate to the modified Unit or Common Element. Notwithstanding the foregoing, Developer may not modify the roads without the approval of the Village of Dundee.

Section 3. Co-owners' Right to Construct Decks or Patios. The Developer reserves the right, during the Development and Sales Period, for individual Co-owners to construct decks or patios containing not more than 500 square feet of area within the Convertible Area designated for such purpose, provided that such decks shall comply with Village of Dundee standards and ordinances, and the architectural plans for such improvements shall be subject to the prior written approval of the Developer. Such deck or patio areas shall be Limited Common Elements to the Units to which they are appurtenant. The Association shall have no responsibility for the maintenance, repair, decoration or replacement of such patio or deck areas. As provided for under the Act, the Association may specially assess Units with such patios or deck areas for the cost of their maintenance if the Developer or the Association undertakes to maintain them. Any such improvements shall be completed by the Co-owner prior to the time the Developer files "as built" plans for the Condominium Project pursuant to the Act.

Section 4. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures within other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.



ARTICLE IX
OPERATIVE PROVISIONS

Any expansion or contraction of the Condominium Project pursuant to Articles VI and VII above, shall be governed by the provisions set forth below:

Section 1. Amendment of Master Deed and Modification of Percentages of Value. Such expansion or contraction of this Condominium Project shall be given effect by appropriate amendment(s) to this Master Deed in the manner provided by law, which amendment(s) shall be prepared by and at the discretion of the Developer, and in which the percentages of value set forth in Article V hereof shall be proportionately readjusted, when applicable, in order to preserve a total value of 100% for the entire Project resulting from such amendment(s) to this Master Deed. The precise determination of the readjustments in percentages of value shall be made within the sole judgment of the Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. However, the original method of determining percentages of value may not be modified without the consent of each affected Co-owner.

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

Section 3. Right to Modify Units; Plans. The Developer further reserves the right to amend and alter the Units described in the Condominium Subdivision Plan attached hereto as long as any Unit so altered has not been sold at the time the alteration is made. The nature and appearance of all such altered Units shall be determined by the Developer in its sole judgment; but, in no event shall such altered or modified Units deviate substantially from the general development plan approved by the Village of Dundee. All improvements shall be reasonably compatible with the existing improvements in the Project as determined by the Developer in its sole discretion. No Unit shall be created within the area of future development that is not restricted exclusively for residential use.

Section 4. Consolidating Master Deed. A Consolidating Master Deed shall be recorded pursuant to the Act when the Project is finally concluded as determined by the Developer in order to incorporate into one set of instruments all successive stages of development, if necessary. The Consolidating Master Deed, when recorded, shall supersede the



previously recorded Master Deed and all amendments thereto. In the event the Units and Common Elements in the Condominium are developed and in substantial conformance with the Condominium Subdivision Plan attached as Exhibit B to this Master Deed, the Developer shall be able to satisfy the foregoing obligation by filing a certificate in the office of the Monroe County Register of Deeds confirming that the Units and Common Elements "as built" are in substantial conformity with the Condominium Subdivision Plan and that no Consolidating Master Deed need be recorded.

Section 5. Consent of Interested Persons. All of the Co-owners and mortgagees of Units, and other persons interested or to become interested in the Project from time to time, shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be proposed by the Developer to effectuate the purposes of Articles VI and VII above, and to any proportionate reallocation of percentages of value of existing Units that the Developer may determine necessary in conjunction with such amendments. All such interested persons irrevocably appoint the Developer as agent and attorney for the purpose of execution of such amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

Section 6. Compatibility. The Developer's exercise of the rights reserved in Articles VI, VII and VIII herein, and the uses of those Units and Common Elements that may be created pursuant to these Articles, shall be reasonably compatible with the Condominium Project and shall not materially increase or decrease the burdens or obligations imposed on the Co-owners as the result of the addition of Units, withdrawal of land or Units, subdivision of Units, consolidation of Units, or exercise of the conversion rights reserved in this Master Deed.

Section 7. Extensions of Time Under Articles VI, VII and VIII. The Developer reserves the right to automatically extend the six (6) year time period provided for in Articles VI, VII and VIII of this Master Deed by an additional period of six (6) years by recording an affidavit stating the right to extend has been exercised and providing a copy of the affidavit to the Association and all Co-owners of record at their addresses as provided to the Association by said Co-owners pursuant to the provisions of Article VIII, Section 3 of the Bylaws attached hereto as Exhibit A.



ARTICLE X
SUBDIVISION, CONSOLIDATION
AND OTHER MODIFICATIONS OF UNITS

Notwithstanding any other provision of this Master Deed or the Bylaws attached hereto, Units in the Condominium may be subdivided, consolidated, modified, and the boundaries relocated in accordance with Sections 48 and 49 of the Act, applicable zoning laws and regulations in effect in the Village of Dundee at the time, and this Article. Such changes in the affected Unit or Units shall be promptly reflected in a duly recorded amendment or amendments to this Master Deed.

Section 1. By Developer. Subject to the approval of the Village of Dundee, Developer reserves the sole right during the Development and Sales Period, and without the consent of any other Co-owner or any mortgagee of any Unit, to take the following action:

(a) Subdivide Units. Subdivide or re-subdivide any Unit(s) that it owns and, in connection therewith, install utility conduits and connections and any other improvements reasonably necessary to effect the subdivision, any or all of which may be designated by the Developer as General or Limited Common Elements; such installation shall not disturb any utility connections serving any other Units, other than temporarily. Such subdivision or re-subdivision of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of Developer, its successors and/or assigns.

(b) Consolidate Contiguous Units. Consolidate under single ownership two (2) or more Units, provided that two dwellings shall not be situated or constructed on the consolidated Unit. Such consolidation of Units shall be given effect by an appropriate amendment or amendments to this Master Deed in the manner provided by law, which amendment or amendments shall be prepared by and at the sole discretion of the Developer, its successors and/or assigns.

(c) Relocate Boundaries. Relocate any boundaries between adjoining Units separated only by Unit perimeters or other Common Elements not necessary for the reasonable use of Units other than those subject to the relocation, subject to the approval of the Village of Dundee. The relocation of such boundaries shall be given effect by an appropriate amendment to this Master Deed in the manner provided by law, which amendment shall be prepared by and at the sole discretion of the Developer, its successors and/or assigns.

(d) Amendment to Master Deed to Effectuate Modifications. In any amendment(s) resulting from the exercise of the rights reserved to Developer above, each portion of the Unit or Units resulting from such subdivision, consolidation or relocation of boundaries shall be separately identified by number and the percentage of value as set forth in Article V above for the Unit or Units subdivided, consolidated or as to which



boundaries are relocated shall be proportionately allocated to the resultant new Condominium Units in order to preserve a total value of one hundred (100%) percent for the entire Project resulting from such amendment(s) to this Master Deed. The precise determination of the readjustments in percentage of value by rounding off percentages and making minor adjustments to achieve a total of 100% shall be within the sole judgment of Developer. Such readjustments, however, shall reflect a continuing reasonable relationship among percentages of value based upon the original method of determining percentages of value for the Project. However, the original method of determining percentages of value may not be modified without the consent of each affected Co-owner. Such amendment(s) to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the Units in the Condominium Project as so modified. 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(s) of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units that Developer, or its successors and/or assigns, may determine necessary in conjunction with such amendment(s). All such interested persons irrevocably appoint Developer, or its successors and/or assigns, as agent and attorney for the purpose of execution of such amendment(s) to this Master Deed and all other documents necessary to effectuate the foregoing. Such amendment(s) may be effected without the necessity of re-recording the entire Master Deed or the Exhibits hereto.

Section 2. By Co-owners. Subject to the approval of the Village of Dundee if required under local ordinances, one or more Co-owners may undertake:

(a) Subdivision of Units. The Co-owner of a Unit may subdivide his or her Unit upon request to and approval by the Association, and the Developer during the Development and Sales Period, and further subject to any applicable zoning regulations then in effect for the Village of Dundee. Upon receipt of any such request, and the submission of evidence that the Village of Dundee has approved of the proposed subdivision, if said approval is required by the Village of Dundee, the President of the Association shall present the matter to the Board of Directors for review, and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly subdividing the Unit, separately identifying the resulting Unit(s) by number or other designation, designating only the Limited or General Common Elements in connection therewith, and reallocating the percentages of value (if necessary) in accordance with the Co-owner's request. The Co-owner requesting such subdivision shall bear all costs of the preparation and recording of any such amendment. Such subdivision shall not become effective, however, until the amendment to the Master Deed duly executed by the Association has been recorded in the office of the Monroe County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Co-owners of adjoining Units may relocate boundaries between their Units, or eliminate boundaries between two (2) or more Units, upon written request to and approval by the Association,



and/or the Developer during the Development and Sales Period, provided that two dwellings shall not be constructed or exist on any single or consolidated Unit. Upon receipt of any such request and the submission of evidence that the Village of Dundee has approved of the proposed relocation or elimination of boundaries (if such approval is required by the Village of Dundee), the President of the Association shall present the matter to the Board of Directors for review and, if approved by the Board, cause to be prepared an amendment to the Master Deed duly relocating or eliminating Unit boundaries, identifying the Units involved, reallocating percentages of value, if necessary, and providing for any conveyances between or among the Co-owners involved in the relocation of boundaries. The Co-owners requesting a relocation or elimination of boundaries shall bear all costs of the preparation and recordation of any such amendment. Such relocation or elimination of boundaries shall not become effective, however, until the amendment to the Master Deed has been recorded in the office of the Monroe County Register of Deeds.

Section 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 X.

ARTICLE XI **EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of an improvement, or due to survey errors or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings and improvements for the continuing maintenance, repair, replacement, enlargement of or tapping into all utilities in the Condominium. The Developer and the Association also hereby reserve easements within the General Common Elements for the purpose of construction and maintenance of entry markers or signs identifying the Condominium by name. The size, design and precise location of such markers or signs shall be at the sole discretion of the Developer and the Association shall be responsible for the maintenance, repair and replacement thereof.

Section 2. Easements and Right to Dedicate Retained by Developer.

(a) Roadway Easements. Developer reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Articles II, VI and VII, or any portion or portions thereof, perpetual easements for the unrestricted use of all main service roads in the Condominium designated as such on the Condominium Subdivision Plan, as amended from time to time, for the purposes of further development and construction by it, or its successors and assigns, and also for purposes of access to any adjoining land that may now be owned by the Developer, and to other residential projects within the area of future development by the owners and occupants thereof and their



invitees, successors and assigns. In order to achieve the purposes of this Article, and of Articles VI and VII of this Master Deed, the Developer shall have the right to alter any General Common Element areas existing between any of said main service roads and any portion of said area of future development or any adjoining land that may be owned by Developer by installation of curb cuts, paving and roadway connections at such locations on and over said General Common Elements as the Developer may elect from time to time. In the event Developer disturbs any area of the Condominium Premises adjoining such curb cuts, paving or roadway connections in connection with the installation thereof, the Developer shall, at its expense, restore such disturbed areas to substantially their condition existing immediately prior to such disturbance. All expenses for maintenance, repair, replacement and resurfacing of any main service road shall be borne by all residential developments the means of access to a public road of which is over such road. The Co-owners in this Condominium shall be responsible from time to time for payment of a proportionate share of the above expenses with respect to each main service road, which share shall be determined by multiplying such expenses times a fraction the numerator of which is the number of completed dwelling Units in this Condominium and the denominator of which is comprised of the number of such Units plus all other completed dwelling units in developments the means of access to a public road of which is over such main service road. Developer may, by a subsequent instrument prepared and recorded in its discretion without consent from any interested party, specifically define by legal description the easements of access reserved hereby if Developer deems it necessary or desirable to do so.

(b) Dedication to the Public. The Developer reserves the right at any time during the Development and Sales 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 roadways in Village Square of Dundee shown as General Common Elements on the Condominium Subdivision Plan. It is intended that all of such roadways shall be dedicated to the public as soon as is practicable after this Master Deed is recorded, if not before. Any such right-of-way dedication may be made by the Developer without the consent of any Co-owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan hereto, recorded in the Monroe County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment(s) of this Master Deed to effectuate the foregoing right-of-way dedication.

(c) Utility Easements. The Developer also hereby reserves for the benefit of itself, its successors and assigns, and all future owners of the land described in Article II, and any adjoining land thereof, perpetual easements to utilize, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to, water, gas and storm and sanitary sewer mains. In the event Developer, its successors or assigns, utilizes, taps, ties into, extends or enlarges any utilities located in the Condominium, it shall be obligated to pay all of the expenses reasonably necessary to restore the Condominium Premises to their state immediately prior to such utilization,



tapping, tying-in, extension or enlargement. All expenses of maintenance, repair and replacement of any utility mains referred to in this Section shall be shared by this Condominium and any developed portions of the land described in Articles VI and VII hereto, and any adjoining land that may be owned by the Developer that may be served by such mains. The Co-owners of this Condominium shall be responsible from time to time for payment of a proportionate share of said expenses, which share shall be determined by multiplying such expenses times a fraction, the numerator of which is the number of dwelling Units in this Condominium, and the denominator of which is comprised of the numerator plus all other dwelling Units in the land described in Articles VI and VII and any adjoining land that may be owned by Developer that may be served by such mains.

(d) Granting of Utility Easements. The Developer reserves the right at any time during the Development and Sales Period 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 such 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 to the attached Exhibit B, recorded in the Monroe County Records. All of the Co-owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendments to this Master Deed as may be required to effectuate the foregoing grant of easement or transfer of title.

Section 3. Grant of Easements by Association. The Association, acting through its lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such reasonable easements (including dedication of the sidewalks), licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes or other lawful purposes, as may be necessary for the benefit of the Condominium subject, however, to the approval of the Developer so long as the Development and Sales Period has not expired. No easements created under the Condominium Documents may be modified nor may any of the obligations with respect thereto be varied without the consent of each person benefited or burdened thereby.

Section 4. Association's Right to Dedicate Public Rights-of-way and Act Upon Special Assessment Proceedings. The Association, acting through its lawfully constituted Board of Directors, upon expiration of the Development and Sales Period, shall be empowered to dedicate to the public a right-of-way of such width as may be required by the local public authority over any or all of the roadways or sidewalks in Village Square of Dundee shown as General Common Elements on the Condominium Subdivision Plan. It is intended that such roadways shall be dedicated to the public as soon after recordation of this Master Deed as is practicable. Any such right-of-way dedication shall be evidenced by an appropriate amendment to the Master Deed and to the attached Exhibit B, recorded in the Monroe County Records. The Association shall further be empowered, at any time, to execute petitions for and to act on behalf of all Co-owners in any statutory proceedings regarding special assessment improvements of the



roadways in the Condominium. 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(s) of this Master Deed to effectuate the foregoing right-of-way dedication. There is no promise that any such dedication will ever take place, notwithstanding the reservation of this right.

Section 5. 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 that 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, including, without limitation, an easement over all Units for maintenance, repair and replacement of lawn sprinkling systems and related controls, clocks, meters and valves; provided, however, that the easements granted hereunder shall not entitle any person other than the Co-owner thereof to gain entrance to the interior of any dwelling or garage located within a Unit. While it is intended that each Co-owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the dwelling and all other appurtenances and improvements constructed or otherwise located within his or her Unit unless otherwise provided herein, it is nevertheless a matter of concern that a Co-owner may fail to properly maintain the exterior of his or her Unit, or any Limited Common Elements appurtenant thereto, in a proper manner and in accordance with the standards set forth in this Master Deed, the Bylaws, and any rules and regulations promulgated by the Association. Therefore, in the event a Co-owner fails as required by this Master Deed, the Bylaws or any rules and regulations of the Association to properly and adequately maintain, decorate, repair, replace or otherwise keep his or her Unit or any improvements or appurtenances located therein or any Limited Common Elements appurtenant thereto, the Association (and/or the Developer during the Development and Sale Period) shall have the right (but not the obligation) and all necessary easements in furtherance thereof to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the Unit (including the exteriors of any structures located therein), its appurtenances or any of its Limited Common Elements, all at the expense of the Co-owner of the Unit. Neither the Developer nor the Association shall be liable to the Co-owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Association (or the Developer) to take any such action shall not be deemed a waiver of the Association's (or the Developer's) right to take any such action at a future time. All costs incurred by the Association or the Developer in performing any responsibilities that are required in the first instance to be borne by any Co-owner shall be assessed against such Co-owner and shall be due and payable with his or her monthly assessment next falling due; further, the lien for non-payment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments, including, without limitation, legal action, foreclosure of the lien securing payment and the imposition of fines.



Section 6. Easement to Village of Dundee for Adjoining Park. By recording this Master Deed, the Developer grants an ingress, egress and access easement over Units 8 and 9 as more specifically depicted on Exhibit B hereto to allow the Village of Dundee access for maintenance, repair and/or operation of the Park which adjoins the Condominium Project.

Section 7. Granting of Private Easement for Public Utilities. By recording this Master Deed, the Developer grants a private easement to all public utility providers, including, but not limited to, gas, electric and telecommunications services (such as, by way of illustration and not as a limitation, cable television, internet services, DSL providers). The locations of these private easements for public utilities are depicted on Exhibit B attached hereto.

Section 8. Telecommunications Agreements. The Association, acting through its duly constituted Board of Directors and subject to the Developer's approval during the Development and Sales Period, shall have the power to grant such easements, licenses and other rights-of-entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit within the Project. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, license or right-of-entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing same or sharing periodic subscriber service fees, shall be receipts affecting the administration of the Condominium Project within the meaning of the Act and shall be paid over to and shall be the property of the Association.

Section 9. Emergency Vehicle and Public Services Access Easement. There shall exist for the benefit of the Village of Dundee, any emergency service agency and the United States Postal Service ("USPS"), an easement over all roads in the Condominium for use by, including, but not limited to, Village of Dundee service providers, USPS, garbage collection and emergency vehicles. Said easement shall be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services to the Condominium Project and Co-owners thereof. This grant of easement shall continue until the dedication of all streets, roads or driveways in the Project to the public.

Section 10. Drainage Easement Reserved. By recording this Master Deed, the Developer grants a perpetual and permanent easement in favor of the Monroe County Drain Commissioner an/or the Village of Dundee (collectively "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the Project for drainage and storm water retention, detention and control as shown on the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. The easement may not be amended or revoked except with the written approval of Grantee. The easement is subject to the following terms and conditions and also grants the following rights:



(a) The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains and/or detention basins, in any size, form, shape or capacity.

(b) The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit.

(c) No Co-owner in the Project shall build or convey to others any permission to build any permanent structures on the said easement.

(d) Neither a Co-owner in the Project nor the Association shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action or convey any property interest or right that would in any way either actually impair or threaten to impair, obstruct, or adversely affect the rights of Grantee under the easement.

(e) The Grantee and its agents, contractors and designated representatives shall have right-of-entry to gain access to the easement.

(f) All Co-owners in the Project release Grantee and its successors, assigns or transferees, from any and all claims to damages in any way arising from or incident to the construction and/or maintenance of a drain, storm sewer or detention basin, or otherwise rising from or incident to the exercise by Grantee of its rights under the said easement. All Co-owners covenant not to sue Grantee for any such damages.

(g) The rights granted to Grantee and its successors, assigns or transferees under this Section may not be amended without the express written consent of the Grantee. Any purported amendment or modification of the rights granted under this Section shall be void and without legal effect unless agreed to in writing by the Grantee, its successors, assigns or transferees.

ARTICLE XII **AMENDMENT**

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

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



Section 2. Mortgagee, Mortgage Insurer and Mortgage Guarantor Consent.

Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, mortgagee insurers or mortgage guarantors, then such amendments shall require the approval of sixty-six and two-thirds (66-2/3%) percent of all first mortgagees, insurers of the first mortgagee and guarantors of the first mortgages of record allocating only one (1) vote for each mortgage held. No more than one (1) vote may be cast per first mortgage, regardless of the number of mortgagees, insurers and guarantors having such an interest in the first mortgage.

Section 3. By Developer. Prior to one (1) year after expiration of the Development and Sales Period, the Developer may, without the consent of any Co-owner or any other person, amend this Master Deed and the Condominium Subdivision Plan attached as Exhibit B in order to correct survey or other errors made in such documents and to make such other amendments to such instruments and to the Bylaws attached hereto as Exhibit A as do not materially affect any rights of any Co-owners or mortgagees in the Project.

Section 4. Changes in Percentages of Value. The value of the vote of any Co-owner and the corresponding proportion of common expenses assessed against such Co-owner shall not be modified without the written consent of such Co-owner and his or her mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent; thus, any change in such matters shall require unanimity of action of all Co-owners.

Section 5. Termination, Vacation, Revocation or Abandonment. The Condominium Project may not be terminated, vacated, revoked or abandoned without the written consent of the Developer and eighty (80%) percent of non-Developer Co-owners and mortgagees, allocating one (1) vote for each Unit on which a mortgage is held.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified in any way without the written consent of the Developer.

ARTICLE XIII
DRAINAGE AND DETENTION DISTRICT;
MAINTENANCE DISTRICT

At some time subsequent to the initial development, it may become necessary to create a drainage district to maintain, repair, and in the future, replace the storm water drainage facilities in the Project or to create a special assessment district for the purposes of maintaining, repairing or replacing Project roads. Such districts may include all site Condominium Units in Village Square of Dundee. The acceptance of a conveyance or the execution of a land contract by any Owner or purchaser shall constitute the agreement by such Co-owner or purchaser, his or her heirs, executors, administrators and assigns that such Co-owner or purchaser will execute any petition circulated for the purpose of creating such a special assessment district. The Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district or districts and to consider and act upon all other



drainage district and/or maintenance district issues on behalf of the Association and all Co-owners. Further, each Co-owner will pay such special assessments as may be levied against his or her Condominium Unit by any such special assessment district or districts.

ARTICLE XIV **ASSIGNMENT**

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

ARTICLE XV **DECLARATION AND REAL PROPERTY DEVELOPMENT AGREEMENT**

Section 1. Declaration of Easements. This Condominium Project is also subject to the terms of the Declaration of Easements between the Developer and the owner of the property adjoining the Condominium Project to the east. The Declaration of Easements is recorded in Liber 2630, Page 195, Monroe County Records. The Declaration of Easements provides reciprocal non-exclusive easement rights over the Condominium Project roads for the land adjoining the Condominium Project to the east and use of the road immediately to the east of the Condominium Project by the Co-owners of Units abutting such road. The Declaration of Easements also provides easement rights for use of utilities. Under the terms of the Declaration, the expenses of road maintenance and repair are to be shared between the parcel to the east (if and when the parcel to the east is developed) and Condominium Project until such time as the roads within the Condominium Project are dedicated to the public.

Section 2. Real Property Development Agreement. In order to fulfill requirements for site plan approval and issuance of permits, the Developer has entered into a Real Property Development Agreement with the owner of the property to the east and the Village of Dundee. The Real Property Development Agreement provides for the creation of a special assessment district to cover the cost of paving portions of First Street between M-50 and the nearby railroad right of way. The costs of that paving will be shared equitably between the affected parcels of land. It is expected that the special assessment's duration will not be more than 10 years. The Real Property Development Agreement states that the maximum cost of the assessment per Unit will not exceed \$1,7302.7 per Unit. The special assessment district and its rolls are expected to be finalized in early 2004 and paving is likewise expected to commence in 2004 with hoped for completion before the end of 2004.



LIBER 2794

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DEVELOPER:

VILLAGE PARK DEVELOPMENT CO., LLC,
a Michigan limited liability company

By: 

Clifford J. Dovitz

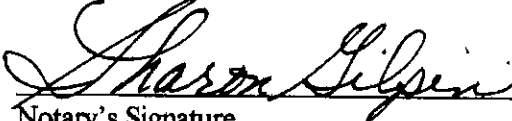
Its: Member

Acknowledged before me in Oakland County, Michigan, on 8/31, 2004, by
Clifford J. Dovitz, Member of VILLAGE PARK DEVELOPMENT CO., LLC, a Michigan
limited liability company, on behalf of the company.

SHARON GILPIN
Notary Public, Wayne County, MI
My Commission Expires Jan. 19, 2007

Notary's Stamp

(NOTARY NAME, COUNTY, ACTING IN COUNTY AND DATE COMMISSION EXPIRES)



Notary's Signature

Notary Public, Oakland County, Michigan

Acting in Oakland County, Michigan

My Commission Expires: 1-19-2007**DRAFTED BY AND WHEN RECORDED RETURN TO:**

Gregory J. Gamalski, Esq.
Cox, Hodgman & Giarmarco, P.C.
101 West Big Beaver Road, Suite 1000
Troy, Michigan 48084-5280
(248) 457-7125

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**EXHIBIT A****VILLAGE SQUARE OF DUNDEE****BYLAWS****ARTICLE I
ASSOCIATION OF CO-OWNERS**

VILLAGE SQUARE OF DUNDEE, a residential site Condominium Project located in the Village of Dundee, Monroe County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, called the "Association," organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Condominium Documents and the laws of the State of Michigan. These Bylaws shall constitute both the Bylaws referred to in the Master Deed and required by Section 3(8) of the Michigan Condominium Act, as amended (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 the Co-owner's Unit. The Association shall keep current copies of the Master Deed, all amendments to the Master Deed and other Condominium Documents for the Condominium Project available at reasonable hours to Co-owners, prospective purchasers and prospective mortgagees of Units in the Condominium Project. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit or in the Common Elements shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

**ARTICLE II
ASSESSMENTS**

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

Section 1. Assessments for Common Elements. All costs incurred by the Association in satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to any policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused



by or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project within the meaning of Section 54(4) of the Act.

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

(a) Budget; Regular Assessments. The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year that may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis shall be established in the budget and must be funded by regular payments as set forth in Section 2(c) below rather than by special assessments. At a minimum, the reserve fund shall be equal to ten (10%) percent of the Association's current annual budget on a non-cumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular Project, the Association of Co-owners should carefully analyze the Condominium Project to determine if a greater amount should be set aside, or if additional reserve funds should be established for other purposes from time to time. Upon adoption of an annual budget by the Board of Directors, copies of the budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget. The annual assessments as so determined and levied shall constitute a lien against all Units as of the first day of the fiscal year to which the assessments relate. Failure to deliver a copy of the budget to each Co-owner shall not affect or in any way diminish such lien or the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time decide in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient (a) to pay the costs of operation and management of the Condominium, (b) to provide replacement of existing Common Elements, or (c) to provide additions to the Common Elements not exceeding three thousand (\$3,000.00) dollars annually for the entire Condominium Project, or (2) that an emergency exists, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment(s) as it shall deem to be necessary. The Board of Directors also shall have the authority without Co-owner consent to levy assessments pursuant to the provisions of Article V, Section 3 hereof. The discretionary authority of the Board of Directors to levy assessments pursuant to this subparagraph shall rest solely with the Board of Directors, for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(b) Special Assessments. Special assessments, in addition to those required in subparagraph (a) above, may be made by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to meet other requirements of the Association, including, but not limited to: (1) assessments for additions to the Common Elements of a cost not to exceed three thousand (\$3,000.00) dollars for the



entire Condominium Project per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 5 hereof, (3) assessments for any other appropriate purpose not elsewhere herein described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 2(a) above, which shall be levied in the sole discretion of the Board of Directors) shall not be levied without the prior approval of more than sixty (60%) percent of all Co-owners. The authority to levy assessments pursuant to this subparagraph is solely for the benefit of the Association and the members thereof, and shall not be enforceable by any creditors of the Association or of the members thereof.

(c) Apportionment of Assessments. 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 each Co-owner's proportionate share of the expenses of administration as provided in Article V, Section 3 of the Master Deed, and without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit, except as otherwise specifically provided in the Master Deed. Annual assessments as determined in accordance with Article II, Section 2(a) above shall be payable by Co-owners in periodic installments, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit or with the acquisition of fee simple title to a Unit by any other means.

(d) Drainage and Detention District; Maintenance District. At some time subsequent to the initial development, it may become necessary to create a drainage district to maintain, repair and, in the future, replace the storm water drainage facilities in the Project or to create a special assessment district for the purposes of maintaining, repairing and replacing Project roads. Such districts may include all site Condominium Units in Village Square of Dundee. The acceptance of a conveyance or the execution of a land contract by any Co-owner or purchaser shall constitute the agreement by such Co-owner or purchaser, his or her heirs, executors, administrators and assigns that such Co-owner or purchaser will execute any petition circulated for the purpose of creating such special assessment districts. The Board of Directors of the Association shall be vested with full power and authority to obligate all Co-owners to participate in a special assessment district or districts and to consider and act upon all other drainage district and/or maintenance district issues on behalf of the Association and all Co-owners. Further, each Co-owner will pay such special assessments as may be levied against his or her Condominium Unit by any such special assessment district or districts.

Section 3. Developer's and Builder Responsibility for Assessments. During the Development and Sales Period as defined in the Master Deed, the Developer of the Condominium and any Builder who purchases a Unit from the Developer for purpose of constructing a home to be offered for sale on the Unit, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. The Developer or Builder, however, shall, during the Development and Sales Period, pay a proportionate share of the Association's current maintenance expenses, including administrative costs, actually incurred from time to time based upon the ratio of Completed Units owned by Developer or Builder at the time the expense is



incurred to the total number of Units in the Condominium. In no event shall Developer or Builder be responsible for payment during the Development and Sales Period of any assessments for deferred maintenance, reserves for replacements, or for capital improvements or other special assessments, except with respect to Occupied Units owned by it. Developer and/ or Builder shall not be responsible at any time for payment of said monthly assessment or payment of any expenses whatsoever with respect to Units not Completed notwithstanding the fact that such Units not Completed may have been included in the Master Deed. Further, the Developer shall in no event be liable for any assessment levied, in whole or in part, to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. For the purposes of this Section the following definitions shall apply if not otherwise defined in the Condominium Documents. "Occupied Unit" shall mean a Unit with a structure used as a residence on it. A model home is not to be considered as an occupied Unit. "Completed Unit" shall mean a Unit with a dwelling constructed upon it that has been issued a final Certificate of Occupancy by the Village of Dundee. "Builder" means a licensed residential builder as defined under the Michigan Occupational Code who has purchased one or more Units from the Developer for the purpose of constructing dwellings on them which will be offered for sale.

Section 4. Penalties for Default. The payment of an assessment shall be in default if any installment thereof is not paid to the Association in full on or before the due date for such installment. A late charge not to exceed fifty (\$50.00) dollars per installment may be assessed automatically by the Association upon each installment in default for ten (10) or more days until paid in full. The Association may, pursuant to Article XIX, Section 4 and Article XX of these Bylaws, levy fines for late payment of assessments in addition to such late charge. Each Co-owner (whether one (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) pertinent to his or her Unit that may be levied while such Co-owner is the owner thereof, except a land contract purchaser from any Co-owner, including Developer, shall be so personally liable and such land contract seller shall not be personally liable for all such assessments levied up to, and including, the date upon which such land contract seller actually takes possession of the Unit following extinguishment of all rights of the land contract purchaser in the Unit. Payments on account of installments of assessments in default shall be applied as follows: first, to costs of collection and enforcement of payment, including reasonable attorney's fees; second, to any interest, late charges and/or fines for late payment on such installments; and third, to installments in default by order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed by the Association that remain unpaid, including, but not limited to, regular assessments, special assessments, interest, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the Co-owner at the time of the assessment and upon the proceeds of sale thereof. Any such unpaid sum shall constitute a lien against the Unit as of the first day of the fiscal year to which the assessment(s), interest, fine or late charges relate and shall be a lien prior to all claims except real property taxes and first mortgages of record. All charges that the Association may levy against any Co-owner shall be deemed to be assessments for purposes of this Section and Section 108 of the Act.



Section 6. Waiver of Use or Abandonment of Unit. No Co-owner may exempt himself or herself from liability for his or her 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 or her Unit.

Section 7. Enforcement.

(a) Remedies. In addition to any other remedies available to the Association, the Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. In the event of default by any Co-owner in the payment of any installment of the annual assessment levied against his or her Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to a Co-owner in default upon seven (7) days' written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to utilize any of the General Common Elements of the Project and shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his or her Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner or any persons claiming under the Co-owner. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XIX, Section 4, and Article XX of these Bylaws. All of these remedies shall be cumulative and not alternative.

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



(c) Notice of Action. Notwithstanding the foregoing, neither a judicial foreclosure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at the last known address of Co-owner(s), a written notice that one (1) or more installment(s) of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) a breakdown of the amount outstanding (exclusive of interest, late charges, fines, if any, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit, and (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the office of the Monroe 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 ten-day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the delinquent Co-owner and shall inform him or her that he or she may request a judicial hearing by bringing suit against the Association.

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

Section 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 pursuant to which the purchaser holds the right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a statement that none exist, which statement shall be binding upon the Association for the period stated therein. Upon the payment of that sum within the period stated, the Association's lien for assessments as to such Unit shall be deemed satisfied; provided, however, that the failure of a purchaser to request such statement at least five (5) days prior to the closing of the purchase of such Unit shall render any unpaid assessments and the lien securing the same fully enforceable against such purchaser and the Unit itself, to the extent provided by the Act.

Section 9. Liability of Mortgagee. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any Unit in the Project that 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 accrued prior to the time such holder comes into possession of the Unit (except for claims for a



pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units, including the mortgaged Unit). The Association may, in its discretion, notify any mortgagee of a Co-owner's default under the Condominium Documents.

Section 10. Property Taxes and Special Assessments. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 11. Personal Property Tax Assessment of Association Property. The Association shall be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners, and personal property taxes based thereon shall be treated as expenses of administration.

Section 12. 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 III

ALTERNATIVE DISPUTE RESOLUTION; CIVIL ACTIONS

In the event of a dispute between the Association and a Co-owner other than the Developer, or a dispute or any claims or grievance between the Co-owners related to the application or enforcement of any Condominium Documents, any party to the dispute may demand the dispute be resolved by either binding mediation or binding arbitration ("Alternative Dispute Resolution" or "ADR").

Section 1. Demand and Election.

(a) The party making the demand for Alternative Dispute Resolution shall do so before any litigation in the courts is commenced. By commencement of litigation in the courts the right to demand Alternative Dispute Resolution shall be barred to all parties to the litigation.

(b) If the demand for Alternative Dispute Resolution is made, no lawsuit may be commenced in any court.

(c) When the demand is made, it shall state that the party on whom the demand is served shall be entitled to elect the form of Alternative Dispute Resolution that shall be used. That election shall be final and binding on all parties. The demand shall be made in writing and sent by certified mail, return receipt requested.

(d) If the demand is made of more than one (1) other party, the vote of the majority of the affected parties receiving the demand for Alternative Dispute Resolution shall control the election of forum. The election of forum shall be made within ten (10) business days of the demand. If no election is made, it shall be assumed that arbitration has been elected as the form of Alternative Dispute Resolution.



(e) If only one (1) of several parties makes an election of forum, its choice shall decide the form of Alternative Dispute Resolution to be used.

(f) If the rules of the ADR form elected provide a means for selecting the mediator(s) or arbitrator(s), those rules shall be adopted. If the ADR form selected does not have such rules, for instance if a party elects mediation with a private mediator, the other party shall be entitled to select the mediator or arbitrator. That choice must be made within ten (10) days after receipt of the election of forum. In the event more than one (1) party is involved, the majority choice of the responding parties shall control. In the event of a tie in the responses, the first response received shall control the election of forum. If there are no responses, the party that chose the form of ADR must choose the mediator, arbitrator or other ADR facilitator.

Section 2. Rules. The commercial arbitration rules of the American Arbitration Association (or any recognized successor or equivalent of the American Arbitration Association should it no longer exist) shall govern arbitration proceedings if arbitration is elected. The rules of a qualified mediation service shall govern mediation proceedings, including mediation conducted by a mediator not affiliated with such a service.

Section 3. Attorney Fees and Costs. Unless the mediation or arbitration rules specifically provide to the contrary, the prevailing party, as determined by the mediator or arbitrator, shall be reimbursed for its actual costs and attorney fees as part of any award.

Section 4. Enforcement. The decision made in any Alternative Dispute Resolution forum shall be enforceable in circuit court (or district court if a monetary award is below the circuit court jurisdictional amount).

Section 5. Lien Claims Not Subject to ADR Election; Not Applicable to Developer. Disputes related to assessments and liens for assessments may not be subjected to the provisions of this Article, including contests of the lien or any subsequent foreclosure proceedings, except with the consent of the Association which consent may be withheld in the Association's absolute and sole discretion. The consent of the Association in that circumstance must be in writing. The provisions of Sections 1 through 4 above shall not apply to disputes between the Association and the Developer or between a Co-owner and the Developer unless the Developer has consented to be subject to these provisions in writing.

Section 6. Co-owner Approval for Civil Actions against Developer; Election of Remedies.

(a) Any civil action proposed by the Board of Directors on behalf of the Association to be initiated against the Developer, its successors and/or assigns, and/or the First Board of Directors of the Association or other Developer-appointed Directors, for any reason, shall be subject to approval by a vote of sixty-six and two-thirds (66-2/3%) percent of all Co-owners, and notice of any such proposed action must be given in writing



to all Co-owners in accordance with Sections 8 through 19 below. Such vote may only be taken at a meeting of the Co-owners and no proxies or absentee ballots shall be permitted to be used, notwithstanding the provisions of Article VIII, Section 5.

(b) Election by the parties to any such disputes, claims or grievances to submit such disputes, claims or grievances to an Alternative Dispute Resolution forum shall preclude such parties from litigating such disputes, claims or grievances in the Courts.

Section 7. Not Applicable to Title Claims. Questions involving or affecting the claim of title of any person to any fee or life estate in real estate are not subject to this Article.

Section 8. Actions on Behalf of or Against Co-owners. Actions on behalf of or against 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 of the Condominium.

Section 9. Commencement of Civil Actions. As provided in the Articles of Incorporation of the Association, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Article. The requirements of this Article are intended to ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposes to engage in, and the ongoing status of any civil actions the Association proposes to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Article. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments.

Section 10. Board of Directors' Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed and supervising and directing any civil actions that are filed.

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



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

(i) it is in the best interest of the corporation to file a lawsuit;

(ii) that at least one (1) Board member has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the corporation, without success;

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

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

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

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

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

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

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

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

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



Section 12. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the 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 the Co-owners with the written notice of the litigation evaluation meeting.

Section 13. Fee Agreement with Litigation Attorney. The corporation shall have a written fee agreement with the litigation attorney, and any other attorney retained to handle the proposed civil action. The corporation shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the corporation's written notice to the members of the litigation evaluation meeting.

Section 14. 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 or not the matter should be handled by the proposed litigation attorney. The commencement of any civil action by the corporation (other than a suit to enforce the Condominium Bylaws or collect delinquent assessments) shall require the approval of a majority in value of members of the corporation. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

Section 15. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to Sections 8 through 19 of this Article shall be paid by special assessment of the Co-owners ("litigation special assessment"). The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by a majority in number and in value of all Co-owners in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the corporation. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.



Section 16. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Article, the retained attorney shall submit a written report ("attorney's written report") to the Board every thirty (30) days setting forth:

(a) The attorney's fees, the fees of any experts retained by the attorney, and all other costs of litigation during the 30-day period immediately preceding the date of the attorney's written report ("reporting period").

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

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

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

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

Section 17. Board Meetings. The Board shall meet quarterly during the course of any civil action to discuss and review:

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

Section 18. 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 to allow the Co-owners to vote on whether or not to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

Section 19. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.



ARTICLE IV **INSURANCE**

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project and available at commercially reasonable rates, carry casualty loss insurance, extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in their discretion, but in no event less than \$500,000 per occurrence), workers' compensation insurance, if applicable, and any other insurance the Board may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements, and such insurance shall be carried and administered in accordance with the following provisions:

(a) Responsibilities of Association. All such 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 Co-owners.

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against 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, as determined annually by the Board of Directors of the Association. The Association shall not be responsible in any way for maintaining insurance with respect to Limited Common Elements.

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

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

Section 2. Authority of Association to Settle Insurance Claims. Each Co-owner, by his or her ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his or her true and lawful attorney-in-fact to act in connection with all matters



concerning the maintenance of liability insurance and workers' compensation insurance, if applicable, pertinent to the Condominium Project and the General Common Elements appurtenant thereto, with such insurer as may from time to time provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit the insurance premiums, to collect proceeds and to distribute them to the Association, the Co-owners and respective mortgagees as their interests may appear (subject always to the Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owners and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Co-owners. Each Unit Owner or tenant of a Co-owner shall be responsible for obtaining insurance coverage for the contents of the dwelling and personal property located within any Unit and the Association shall not have the duty or responsibility to provide insurance therefor.

Section 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.

Section 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 such 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 such individual Co-owner's Unit and shall carry insurance to secure this indemnity if so required by the Association (or the Developer during the Development and Sales Period). This Section 5 shall not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner however.

ARTICLE V

RECONSTRUCTION OR REPAIR

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

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

(b) Unit or Improvements on the Unit. If the damaged property is within a Unit or is a Limited Common Element thereto or any improvements thereon, the Co-owner of such Unit alone shall determine whether to rebuild or repair the damaged



property, subject to the rights of any mortgagee or other person or entity having an interest in such property. Such Co-owner shall be responsible for any reconstruction or repair that he or she elects to make. The Co-owner shall in any event remove all debris and restore his or her Unit and the improvements thereon to a clean and sightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage. In the event a Co-owner fails to repair, restore, demolish or remove the damaged improvements on the Unit as required under this Section 1, the Association shall have the right (but not the obligation) to undertake reasonable repair, restoration, demolition or removal and shall have the right to place a lien on the Unit for the amounts expended by the Association for that purpose that may be foreclosed as provided in these Bylaws.

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

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

Section 4. Timely Reconstruction and Repair. If damage to the General Common Elements adversely affects the appearance of the Project, the Association shall proceed with replacement of the damaged property within 90 days.

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

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



(b) Taking of General Common Elements. If there is any taking of any portion of the General Common Elements, the condemnation proceeds relative to such taking shall be paid to the Co-owners and their mortgagees in proportion to their respective interests in the Common Elements, and the affirmative vote of more than fifty (50%) percent of the Co-owners shall determine whether to rebuild, repair or replace the portion so taken or to take such other action as they deem appropriate.

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

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

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

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

Section 7. Notification of FHLMC, FNMA, Etc. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC"), Federal National Mortgage Association ("FNMA"), Government National Mortgage Association ("GNMA"), the Michigan State Housing Development Authority ("MSHDA"), or insured by the Veterans Administration ("VA"), Department of Housing and Urban Development ("HUD"), Federal Housing Association ("FHA") or any private or public mortgage insurance program, then the Association shall give the aforementioned parties written notice at such address as they may from time to time direct of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds Ten Thousand (\$10,000.00) Dollars in amount or damage to a Condominium Unit or dwelling covered by a mortgage purchased, held or insured by them



exceeds One Thousand (\$1,000.00) Dollars. Furthermore, the Association may, but is not obliged to, inform such any lender of such damages or condemnation actions.

ARTICLE VI
ARCHITECTURAL, BUILDING SPECIFICATIONS AND USE RESTRICTIONS

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use. Modular housing may be constructed or installed within the Project subject to developer approval and Article VI, Section 6.

Section 2. Leasing and Rental.

(a) Right to Lease. A Co-owner may lease his or her Unit for the same purposes set forth in Section 1 of this Article VI; provided that written disclosure of such lease transaction is submitted to the Board of Directors of the Association in the manner specified in subparagraph 2(b) below. With the exception of a lender in possession of a Unit following a default of a first mortgage, foreclosure, deed or other arrangement in lieu of foreclosure, no Co-owner shall lease less than an entire Unit in the Condominium and no tenant shall be permitted to occupy a Unit except under a lease, the initial term of which is at least one (1) year (however, this one-year restriction on the length of the lease shall only apply after the Development and Sales Period has ended), unless specifically approved in writing by the Association. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Documents. The Developer may lease any number of Units in the Condominium in its sole discretion, provided that no lease term shall exceed 6 months.

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

(i) A Co-owner desiring to rent or lease a Unit shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. If the Developer desires to rent units before the Transitional Control Date, it shall notify either the Advisory Committee or each Co-owner in writing.

(ii) 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.



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

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

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

(3) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association if it is under the control of the Developer, an action for eviction 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 in connection with the Unit or Condominium Project.

(iv) 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.

Section 3. Drainage. The grade of any Unit in the Condominium may not be changed from the Grading Plan prepared by the Developer and approved by the Village of Dundee. The Grading Plan may be subsequently amended from time to time as conditions require and subsequently approved by the Village of Dundee. It shall be the responsibility of each Owner to maintain the surface drainage grades of his or her Unit as established by the Developer. Each Owner covenants that he or she will not change the surface grade of his or her Unit in a manner that will materially increase or decrease the storm water flowing onto or off of his or her Unit and will not block, pond or obstruct surface water. The Board of Directors of the Association shall enforce this covenant and shall charge the costs of correction to the involved Co-owner with such costs constituting a lien upon the Unit.

Section 4. Alterations and Modifications. No Co-owner shall make any alterations in the exterior appearance of his or her dwelling or make changes to any of the Common Elements, limited or general, without the express written approval of the Association (and/or the Developer



during the Development and Sales Period). No Co-owner shall in any way restrict access to or tamper with any pump, plumbing, waterline, waterline valves, water meter, sprinkler system valves or any other element that must be accessible to service other Units, the Common Elements or 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 it will have no responsibility for repairing, replacing or reinstalling any materials that are damaged in the course of gaining such access.

Section 5. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements, nor shall anything be done that may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity shall occur in or on the Common Elements or in any Unit at any time and disputes among Co-owners arising as a result of this provision 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 or her dwelling, on his or her Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium Premises without the written approval of the Association. Each Co-owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities that are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 6. Architectural Control. During the Development and Sales Period no building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any material exterior modification be made to any existing buildings, structures or improvements, unless plans and specifications therefor containing such detail as the Developer may reasonably request have first been approved in writing by the Developer. Construction of any building or other improvements must also receive any necessary approvals from the Village of Dundee. Developer shall have the right to refuse to approve any such plans, specifications, location of buildings, grading, or landscaping plans that are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole.

Section 7. Pets. The following restrictions shall apply to pets.

(a) All animals must be cared for and restrained so as not to be obnoxious or offensive on account of, by way of illustration and not as limitation, excessive or persistent barking, odor, or unsanitary conditions.

(b) No animal may be kept or bred for any commercial purpose.

(c) No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some



responsible person while on the General Common Elements. No pets may be "tied out" on the General Common Elements. While on the General Common Elements, all animals shall be leashed or restrained on a leash not to exceed ten (10) feet in length. When on the General Common Elements, all animals must be accompanied by the owner or other responsible adult.

(d) No savage or dangerous animal shall be kept in the Condominium.

(e) Any Co-owner who causes any animal to be brought or kept upon or within the Condominium Premises shall indemnify and hold harmless the Association for any loss, damage or liability that the Association sustains as a result of the presence of such animal on the Condominium Premises, whether or not the Association has given its permission therefor.

(f) Each Co-owner shall be responsible for the collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner, or any animal brought onto the Condominium Premises by said Co-owner's family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises. Such Co-owner shall be deemed responsible for violations of this subparagraph whether such violation occurs as a result of the Co-owner's own personal actions or the actions of the Co-owner's family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

(g) The Association may charge all Co-owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event the Association determines such assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium Premises.

(h) The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium Premises which it determines to be in violation of the restrictions imposed by this Section 7.

(i) The Association shall have the right to adopt such additional reasonable rules and regulations as it deems appropriate with respect to animals.

(j) Stray animals and wild animals shall not be fed or housed by Co-owners, nor shall Co-owners allow any condition to exist within their dwelling, on their Unit or the Common Elements, limited or general, appurtenant to their Units that may attract stray or wild animals.

(k) In the event of any violation of this Section 7, the Board of Directors of the Association may assess fines for such violations in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association.



Section 8. Vehicles and Parking. The following restrictions shall apply to vehicles:

(a) Co-owners must park all of their vehicles in the driveway or garage and parking areas on their Units.

(b) Any vehicles parked on the General Common Elements must be moved not less than every 48 hours or they will be deemed abandoned and subject to removal by the Association at the expense of the vehicle's owner.

(c) Any unlicensed or non-operative vehicle parked within the Condominium Premises for more than 48 hours will also be deemed abandoned and subject to removal at the expense of the owner.

(d) No vehicle repair or non-emergency maintenance or similar repairs are allowed on the Common Elements or Units, except within the garages of the Units.

(e) Washing or polishing of vehicles may only be undertaken in the garage or on the driveway appurtenant to the Co-owner's Unit.

(f) No vehicles may be parked, stored or maintained on any lawn areas within the Condominium Premises, including the lawns within any Units.

(g) Any damage to the Condominium Premises or Project caused by violation of these vehicle restrictions are the responsibility of the Co-owner who owns the vehicle or the Co-owner of the Unit which the operator/owner the vehicle is visiting.

(h) No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, all-terrain vehicles, snowmobiles, snowmobile trailers or commercial vehicles other than automobiles or vehicles used primarily for general personal transportation purposes may be parked or stored on the Condominium Premises except in the garage appurtenant to a Co-owner's Unit.

(i) If the prior approval of the Association has been obtained, a Co-owner may park a vehicle of the type listed in subparagraph (i), above, on the Condominium Premises for a period not to exceed 72 consecutive hours, not more than once per month.

(j) All other uses of motorized vehicles (such as all terrain vehicles, snowmobiles or mini-bikes) anywhere on the Condominium Premises, other than passenger cars, authorized maintenance vehicles and commercial vehicles as provided in this Section, is absolutely prohibited.

(k) It will be the responsibility of the Co-owner to assure that his or her garage is available for parking of the Co-owner's vehicle. The fact that a garage may be



used for storage does not entitle a Co-owner to park a vehicle on the General Common Elements or to appropriate unassigned parking spaces.

Section 9. Rules and Regulations. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws, concerning the operation and the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the First Board of Directors (or its successors elected by the Developer) prior to the First Annual Meeting of the entire Association held as provided in these Bylaws. Copies of all such regulations and amendments thereto shall be furnished to all Co-owners and shall become effective 30 days after mailing or delivery of such regulations and amendments to the designated voting representative of each Co-owner. Any such regulation or amendment may be revoked at any time by the affirmative vote of more than fifty (50%) percent of all Co-owners, except that the Co-owners may not revoke any regulation or amendment prior to said First Annual Meeting of the entire Association membership.

Section 10. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit (but not any dwelling) and any Common Elements appurtenant thereto from time to time during reasonable working hours upon notice to the Co-owner thereof as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents shall also have access to each Unit and any Common Elements appurtenant thereto at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit or dwelling. It shall be the responsibility of each Co-owner to provide the Association a means of access to his or her Unit and any Common Elements appurtenant thereto during all periods of absence. In the event of the failure of such Co-owner to provide a means of access, the Association may gain access in such manner as may be reasonable under the circumstances and the Association shall not be liable to such Co-owner for any necessary damage to his or her Unit and any Common Elements appurtenant thereto in gaining said access. The Association shall also have a right of access to any Unit for the purpose of assuring compliance with the Condominium Documents. This provision shall not, however, entitle the Association access to a dwelling built upon a Unit, except with reasonable notice to the Co-owner.

Section 11. Landscaping.

(a) No Co-owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the General Common Elements without the prior written approval of the Association. Any landscaping installed by the Co-owner pursuant to this Section shall be maintained by the Co-owner and the Association shall have no responsibility for its maintenance.

(b) Lawns shall be installed as soon a practical after completion of construction in accordance with customary practices in the building industry. Lawns shall be installed prior to occupancy; however, if weather conditions do not permit installation of lawns, lawn installation may be deferred for a reasonable period of time. In any event,



dwelling occupied after December 1 must have lawns installed by no later than April 30 of the following year.

(c) Foundation plantings shall be installed as soon as practical after completion of construction.

(d) Each Unit must meet the minimum landscaping requirements for the Village of Dundee. By way of example and not limitation, at a minimum, each Unit has to have two (2) 2-1/2" caliper width street tree(s) and two (2) 6' - 8' spruce or pine trees, consistent with local ordinances. The trees must be paid for and installed by the builder or Co-Owner within 6 months after the issuance of a certificate of occupancy for the dwelling on the Unit, weather permitting. The Developer does not intend to provide the trees to the builder or Co-Owner.

Section 12. Driveways. It is required that all driveways must meet with Village of Dundee standards that include a concrete apron between the sidewalk and the road.

Section 13. Accessory Buildings. Detached free-standing accessory buildings such as storage buildings, sheds, or other similar storage structures are allowed. However, the roof pitch and roofing materials must be the same as the main structure and such buildings may not have any barn-type doors, rolling steel or overhead doors. Permits may be required from the Village of Dundee for such construction.

Section 14. Reserved Rights of Developer.

(a) Developer's Rights in Furtherance of Development and Sales.

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

(b) Enforcement of Bylaws. The Condominium Project shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private, residential community for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which it may assign



this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws throughout the Development and Sales Period, notwithstanding that it may no longer own a Unit in the Condominium, which right of enforcement shall include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws.

Section 15. **NO WARRANTY ON EXISTING TREES AND VEGETATION.** THE DEVELOPER MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO ANY NATIVE TREES OR VEGETATION WITHIN THE CONDOMINIUM PROJECT. ALSO, VEGETATION AND TREES NATIVE TO THE SITE ARE BEING DELIVERED TO THE CO-OWNERS IN AN "AS IS" AND "WHERE AS" CONDITION. THE DEVELOPER SHALL HAVE NO RESPONSIBILITY OR LIABILITY TO ANY CO-OWNER, THE ASSOCIATION, OR ANY OF THEIR SUCCESSORS OR ASSIGNS, WITH RESPECT TO ANY NATIVE TREES OR NATIVE VEGETATION WITHIN THE CONDOMINIUM PROJECT THAT DIES OR SUFFERS DAMAGE DURING THE DEVELOPMENT AND SALES PERIOD. THE COST OF REMOVAL AND REPLACEMENT (IF DESIRABLE OR NECESSARY) SHALL BE: (A) THE RESPONSIBILITY OF THE CO-OWNER IF THE TREE OR VEGETATION IS WITHIN LIMITED COMMON ELEMENTS OR (B) THE RESPONSIBILITY OF THE ASSOCIATION IF IT IS LOCATED ON A GENERAL COMMON ELEMENT. THE DEVELOPER SHALL NOT BE RESPONSIBLE FOR THE DEATH, DAMAGE TO OR THE DESTRUCTION OF ANY TREE, SHRUB OR PLANT GROWTH THAT IS NATIVE TO THE CONDOMINIUM PROJECT SITE DUE TO THE DEVELOPER'S ACTIVITIES RELATED TO THE CONSTRUCTION AND DEVELOPMENT OF THE CONDOMINIUM PROJECT. THE DEVELOPER MAKES NO WARRANTIES WITH RESPECT TO EXISTING TREES, SHRUBS AND PLANT GROWTH.

Section 16. **Drainage Easement Reserved.** Portions of the Project are subject to a perpetual and permanent easement in favor of the Monroe County Drain Commissioner an/or the Village of Dundee (collectively "Grantee"), and Grantee's successors, assigns and transferees, in, over, under and through the Project as shown on the Condominium Subdivision Plan attached as Exhibit B to this Master Deed. The easement may not be amended or revoked except with the written approval of Grantee. The easement is subject to the following terms and conditions and also grants the following rights:

(a) The easement shall be for the purpose of developing, establishing, constructing, repairing, maintaining, deepening, cleaning, widening and performing any associated construction activities and grading in connection with any type of drainage facilities or storm drains and/or detention basins, in any size, form, shape or capacity.

(b) The Grantee shall have the right to sell, assign, transfer or convey this easement to any other governmental unit.



(c) No Co-owner in the Project shall build or convey to others any permission to build any permanent structures on the said easement.

(d) Neither a Co-owner in the Project nor the Association shall build or place on the area covered by the easement any type of structure, fixture or object, or engage in any activity or take any action or convey any property interest or right that would in any way either actually impair or threaten to impair, obstruct, or adversely affect the rights of Grantee under the easement.

(e) The Grantee and its agents, contractors and designated representatives shall have right-of-entry to gain access to the easement.

(f) All Co-owners in the Project release Grantee and its successors, assigns or transferees, from any and all claims to damages in any way arising from or incident to the construction and/or maintenance of a drain, storm sewer or detention basin, or otherwise rising from or incident to the exercise by Grantee of its rights under the said easement. All Co-owners covenant not to sue Grantee for any such damages.

(g) The rights granted to Grantee and its successors, assigns or transferees under this Section may not be amended without the express written consent of the Grantee. Any purported amendment or modification of the rights granted under this Section shall be void and without legal effect unless agreed to in writing by the Grantee, its successors, assigns or transferees.

ARTICLE VII **MORTGAGES**

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

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

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



ARTICLE VIII VOTING

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

Section 2. Eligibility to Vote. No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he or she has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Co-owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX herein. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required in Section 3 below, or by a proxy given by such individual representative. The Developer is the only one entitled to vote at a meeting of the Association until the First Annual Meeting of members, and is entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one (1) vote for each Unit that it owns and for which it is paying Association maintenance expenses. If, however, the Developer elects to designate a Director (or Directors) pursuant to its rights under Article XI, Section 2(c)(i) or (ii) hereof, it shall not then be entitled to also vote for the non-developer Directors.

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

Section 4. Quorum. The presence in person or by proxy of thirty-five (35%) percent of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required by the Condominium Documents to require a greater quorum. The written vote of any person furnished at or prior to any duly called meeting at which meeting said person is not otherwise present in person or by proxy shall be counted in determining the presence of a quorum with respect to the question upon which the vote is cast.

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



appointed time of each meeting of the members of the Association. Cumulative voting shall not be permitted.

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

ARTICLE IX **MEETINGS**

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

Section 2. First Annual Meeting. The First Annual Meeting of members of the Association may be convened only by the Developer and may be called at any time after more than fifty (50%) percent of the Units that may be created in Village Square of Dundee have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall such meeting be called later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of all Units that may be created or fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, whichever first occurs. Developer may call meetings of members for informative or other appropriate purposes prior to the First Annual Meeting of members and no such meeting shall be construed as the First Annual Meeting of members. The date, time and place of such meeting shall be set by the Board of Directors, and at least ten (10) days' written notice thereof shall be given to each Co-owner. The phrase "Units that may be created" as so used in this Section and elsewhere in the Condominium Documents refers to the maximum number of Units that the Developer is permitted under the Condominium Documents to include in the Condominium.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held each succeeding year after the year in which the First Annual Meeting is held, at such time and place as shall be determined by the Board of Directors; provided, however, that the second annual meeting shall not be held sooner than eight (8) months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Co-owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The Co-owners may also transact at annual meetings such other business of the Association as may properly come before them.



Section 4. Special Meetings. It shall be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board of Directors or upon a petition signed by twenty-five (25%) percent of the Co-owners presented to the Secretary of the Association. Notice of any special meeting shall state the time and place of such meeting and the purposes thereof. No business shall be transacted at a special meeting except as stated in the notice.

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

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

Section 7. Order of Business. The order of business at all meetings of the members shall be as follows: (a) roll call to determine the voting power represented at the meeting; (b) proof of notice of meeting or waiver of notice; (c) reading of minutes of preceding meeting; (d) reports of officers; (e) reports of committees; (f) appointment of inspectors of election (at annual meetings or special meetings held for the purpose of electing Directors or officers); (g) election of Directors (at annual meeting or special meetings held for such purpose); (h) unfinished business; and (i) new business. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting. For purposes of this Section, the order of seniority of officers shall be President, Vice President, Secretary and Treasurer.

Section 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 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford Co-owners an opportunity to specify a choice between approval and disapproval of each matter and shall provide that where the member specifies a choice the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt within the time period specified in the solicitation of (i) a number of ballots which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes 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.



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

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

ARTICLE X ADVISORY COMMITTEE

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

ARTICLE XI BOARD OF DIRECTORS

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



Section 2. Election of Directors.

(a) First Board of Directors. The first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Immediately prior to the appointment of the first non-developer Co-owners to the Board, the Board shall be increased in size from three (3) persons to five (5) persons. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subparagraphs (b) and (c) below.

(b) Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five (25%) percent of the Units that may be created, one (1) of the five (5) Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of fifty (50%) percent 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 percentage of conveyances have been reached, the Developer shall notify the non-developer Co-owners and convene a meeting so that the Co-owners can elect the required Director or Directors, as the case may be. Upon certification by the Co-owners to the Developer of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he or she is removed pursuant to Section 7 of this Article or he or she resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five (75%) percent of the Units that may be created, and before conveyance of ninety (90%) percent of such Units, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one (1) Director as long as the Units that remain to be created and conveyed equal at least ten (10%) percent of all Units that may be created in the Project. Whenever the seventy-five (75%) percent conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

(ii) Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and the Developer has the right to elect a number of



members of the Board of Directors equal to the percentage of Units that are owned by the Developer and for which maintenance expenses are payable by the Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in subparagraph (i). Application of this subparagraph does not require a change in the size of the Board of Directors.

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

(iv) At the First Annual Meeting, three (3) Directors shall be elected for a term of two (2) years and two (2) Directors shall be elected for a term of one (1) year. At such meeting all nominees shall stand for election as one (1) 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) of the 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.

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

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



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

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

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

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

(d) To rebuild improvements after casualty.

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

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

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

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

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

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

Section 5. Management Agent. The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Sections 3 and 4 of this Article, and the Board may delegate to such management agent any other duties or



powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services by the Developer, sponsor or builder, in which the maximum term is greater than three (3) years or which is not terminable by the Association upon ninety (90) days' written notice thereof to the other party, and no such contract shall violate the provisions of Section 55 of the Act.

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one (1) or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all of the Co-owners and a successor may then and there be elected to fill any vacancy thus created. The quorum requirement for the purpose of filling such vacancy shall be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 4 of these Bylaws. 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 Section for removal of Directors generally.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two (2) such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least ten (10) days prior to the date named for such meeting.

Section 10. Special Meetings. Special meetings of the Board of Directors may be called by the President on three (3) days' notice to each Director given personally, by mail,



telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice pursuant to the written request of two (2) Directors.

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

Section 12. Quorum. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors. If at any meeting of the Board of Directors there be less than a quorum present the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such 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 thereof shall constitute the presence of such Director for purposes of determining a quorum.

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

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

ARTICLE XII

OFFICERS

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

(a) 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. The President shall have all of the general powers and duties which are usually



vested in the office of the President of an Association, including, but not limited to, the power to appoint committees from among the members of the Association from time to time as he or she may, in his or her discretion, deem appropriate to assist in the conduct of the affairs of the Association.

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

(c) Secretary. The Secretary shall keep the minutes of all meetings of the Board of Directors and the minutes of all meetings of the members of the Association. He or she shall have charge of the corporate seal, if any, and of such books, records 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.

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

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

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

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



ARTICLE XIII SEAL

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

ARTICLE XIV FINANCE AND RECORDS

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

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

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

Section 4. Co-owner Access to Books and Records; Procedures. Each Co-owner has the right to review the books and records of the Association. The following procedures are to be followed regarding such requests.

(a) In order to review the books and/or records, the requesting Co-owner must submit a written request to the Board of Directors, in care of the management agent (or if there is no management agent, in care of the Secretary of the Association).



(i) The request must state which books and records the Co-owner seeks to review.

(ii) The request must state whether the Co-owner will require any copies of the books and/or records that are requested.

(iii) The written request must have the name, address and telephone number of the requesting party.

(b) Upon receipt of a written request from a Co-owner to review the books and/or records, the management agent (or the Secretary of the Association if there is no management agent) will advise the Board of Directors of the Association of the request. The management agent (or Secretary if there is no management agent) will then inform the Co-owner of a convenient time and place where the requested books and/or records may be reviewed. The Co-owner shall be advised of the time and place within five (5) working days of the receipt of the Co-owner's written request. The Co-owner shall be advised at that time of the following:

(i) The Co-owner will be responsible for payment of the actual costs of all reproductions or copies of the requested documents. The Co-owner shall be informed of the per-page copying cost before copies are made.

(ii) The Co-owner shall be responsible for payment for time spent by management agent personnel at the rate set by the management contract, if applicable.

(c) Each Co-owner may make only one (1) such request per calendar quarter.

(d) These procedures shall also apply to requests for copies of books and/or records made by mortgagees of Units.

ARTICLE XV

INDEMNIFICATION OF OFFICERS AND DIRECTORS;

OFFICERS' AND DIRECTORS' INSURANCE

Section 1. Indemnification of Officers and Directors. No volunteer director or officer, as that term is defined in Act 162, Public Acts of 1982, as amended ("Act 162"), shall be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director or officer, provided that the foregoing shall not eliminate the liability of a director or officer for any of the following: (i) breach of the director's or officer's duty of loyalty to the Association or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of Act 162; (iv) a transaction from which the director or officer derived an improper personal benefit; or



(v) an act or omission that is grossly negligent. If Act 162 is amended hereafter to authorize the further elimination or limitation of the liability of directors or officers, then the liability of a director or officer of the Association, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act 162. No amendment or repeal of this Article XV shall apply to or have any affect on the liability of any director or officer of the Association for or with respect to any acts or omissions of such director or officer occurring prior to such amendment or repeal.

As provided under MCL 450.2209, and 1996 Public Act 397, the Association will assume liability for all acts or omissions of a volunteer director, volunteer officer or other volunteer which occurred after the date of the filing of the Articles of Incorporation of Village Square of Dundee Association if all of the following conditions are met: (i) the volunteer was acting or reasonably believed he or she was acting within the scope of his or her authority; (ii) the volunteer was acting in good faith, (iii) the volunteer's conduct did not amount to gross negligence or willful and wanton misconduct; (iv) the volunteer's conduct was not an intentional tort; and (v) the volunteer's conduct was not a tort arising out of the ownership, maintenance or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, 1956 Public Act 218, being MCL 500.3135.

Every director and officer of the Association (including the first Board of Directors and any other directors and/or officers of the Association appointed by the Developer) shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable attorney 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, including actions by or in the right of the Association 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 such expenses are incurred except as otherwise prohibited by law; provided that in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Association (with the director(s) seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. At least ten (10) days prior to payment of any indemnification that it has approved, the Association shall notify all Co-owners thereof.

Section 2. Directors' and Officers' Insurance. The Association may provide liability insurance for every director and every officer of the Association for the same purposes provided in Section 1 above if available at commercially reasonable rates, and in such amounts as may reasonably insure against potential liability arising out of the performance of their respective duties. With the prior written consent of the Association, a director or an officer of the Association may waive any liability insurance for such director's or officer's personal benefit or other applicable statutory indemnification. No director or officer shall collect for the same expense or liability under Section 1 above and under this Section 2; however, to the extent that



the liability insurance provided herein to a director or officer was not waived by such director or officer and is inadequate to pay any expenses or liabilities otherwise properly indemnifiable under the terms hereof, a director or officer shall be reimbursed or indemnified only for such excess amounts under Section 1 hereof or other applicable statutory indemnification.

ARTICLE XVI **AMENDMENTS**

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

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

Section 3. Voting. These Bylaws may be amended by the Co-owners at any regular annual meeting or a special meeting called for such purpose by an affirmative vote of not less than sixty-six and two-thirds (66-2/3%) percent of all Co-owners in number and in value. No consent of mortgagees shall be required to amend these Bylaws unless such amendment would materially alter or change the rights of such mortgagees, in which event the approval of sixty-six and two-thirds (66-2/3%) percent of the mortgagees shall be required, with each mortgagee to have one (1) vote for each first mortgage held.

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of a Co-owner or mortgagee.

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

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

ARTICLE XVII **COMPLIANCE**

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



ARTICLE XVIII

DEFINITIONS

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

ARTICLE XIX

REMEDIES FOR DEFAULT

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

Section 1. **Legal Action.** Failure to comply with any of the terms or provisions of the Condominium Documents shall be grounds for relief, which may include, without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

Section 2. **Recovery of Costs.** In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees (not limited to statutory fees) as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney's fees.

Section 3. **Removal and Abatement.** The violation of any of the provisions of the Condominium Documents shall also give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements or into any Unit, where reasonably necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association shall have no liability to any Co-owner arising out of the exercise of its removal and abatement power authorized herein.

Section 4. **Assessment of Fines.** The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations in accordance with Article XX of these Bylaws. No fine may be assessed unless rules and regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice thereof given to all Co-owners in the same manner as prescribed in Article IX, Section 5 of these Bylaws.

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



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

Section 7. Enforcement of Provisions of Condominium Documents. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Documents or the Act.

ARTICLE XX

ASSESSMENT OF FINES

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

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

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

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

(c) Default. Failure to respond to the notice of violation constitutes a default.



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

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

- (a) First Violation. No fine shall be levied.
- (b) Second Violation. Fifty (\$50.00) Dollar fine.
- (c) Third Violation. One Hundred (\$100.00) Dollar fine.
- (d) Fourth Violation and Subsequent Violations. One Hundred Fifty (\$150.00) Dollar fine.

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

ARTICLE XXI

RIGHTS RESERVED TO DEVELOPER

Any or all of the rights and powers granted or reserved to the Developer in the Condominium Documents or by law, including the right and power to approve or disapprove any act, use or proposed action, or any other matter or thing, may be assigned by it to any other entity or to the Association. Any such assignment or transfer shall be made by appropriate instrument in writing in which the assignee or transferee shall join for the purpose of evidencing its acceptance of such powers and rights, and such assignee or transferee shall thereupon have the same rights and powers as herein given and reserved to the Developer. Any rights and powers reserved or granted to the Developer, or its successors and/or assigns, shall terminate, if not sooner assigned to the Association, at the conclusion of the Development and Sales Period as defined in Article III of the Master Deed. The immediately preceding sentence dealing with the termination of certain rights and powers granted or reserved to the Developer is intended to apply, insofar as the Developer is concerned, only to the Developer's rights to approve and control the administration of the Condominium and shall not, under any circumstances, be construed to apply to or cause the termination of any real property rights granted or reserved to the Developer, or its successors and/or assigns, in the Master Deed or elsewhere (including, but not limited to, access easements, utility easements and all other easements created and reserved in such documents that shall not be terminable in any manner hereunder and that shall be governed only in accordance with the terms of their creation or reservation and not hereby).



ARTICLE XXII
SEVERABILITY/CONSTRUCTION

Section 1. Severability. In the event that any of the terms, provisions or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding shall not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

Section 2. Rules of Construction.

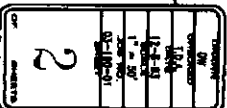
(a) In the event of a conflict between the Act, the Master Deed, Articles of Incorporation, Bylaws and any Rules and Regulations, the Act shall control.

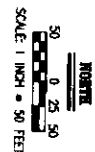
(b) In the event of a conflict between the Master Deed, the Bylaws, Articles of Incorporation or any Rules and Regulations, the Master Deed shall control.

(c) In the event of a conflict between the Articles of Incorporation, the Bylaws or any Rules and Regulations, the Bylaws shall control.

(d) In the event of a conflict between the Bylaws and any Rules and Regulations, the Bylaws shall control.

CLASSIFIED	DATE
DECLASSIFIED	1984
BY	12-18-91
FOR INFO	08-11-91
1	





VILLAGE SQUARE OF DUNDEE
NORTHEAST CORNER OF FIRST STREET AND ANN ARBOR R/R
VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN

SITE PLAN

SITE PLAN

LIST OF COORDINATES

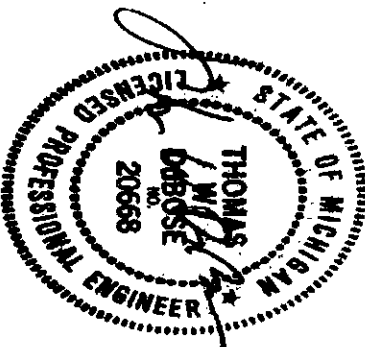
FIRST STREET

ANN ARBOR RAILROAD (100 FT. R/W)

LEGEND

- 9 - UNIT NUMBER
- - CONCRETE MOMENT & DIAMETER
- 36' LONG EXCAVATION 1/2" FROM ROOF
- ▨ - DIAGONAL, COMMON ELEMENT
- - COORDINATE POINT WITH DESIGNATION NUMBER

UNITS 1 - 3 SHALL BE CONSTRUCTED
OTHER IMPROVEMENTS MAY BE CONSTRUCTED



DeBose

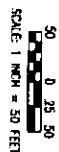
& ASSOCIATES, INC.

Design & Consulting Engineers

**UTILITY NUMBER**

- [illegible]

UTILITY LOCATION NOTES



ISSUED FOR	DATE
REPAIR	11-1-86
REPAIR	1-13-91
REPAIR	2-17-98
REPAIR	3-28-91
REPAIR	5-29-91

BASMENT LEGEND:

P.F.U. - PRIVATE UTILITY EASEMENT TO THE HOMEOWNERS ASSOCIATION
P.E.U. - PRIVATE EASEMENT FOR PUBLIC UTILITIES
P.E.W. - PRIVATE EASEMENT FOR WATERSHED

IRGINIA

- 9 - UNIT NUMBER
- CONCRETE MONUMENT 4" DIAMETER
36" LONG ENDSING 1 1/2" FROM ROD
- STORM SEWER W/ CATCH BASINS AND
MANHOLE

NOTE: THE STORM SEWER OUTLET FOR THIS DEVELOPMENT IS PROPOSED TO BE HORIZONTAL, DIRECTIONALLY DRILLED DIRECTLY TO THE PASON PAPER (1,250' NORTH ±), AN OPEN CUT TRENCH DRAINAGE SEWER WITH RESTORATION IN ACCORDANCE WITH VALUE OF DAMAGE REQUIREMENTS WILL BE BID AS AN ALTERNATE.

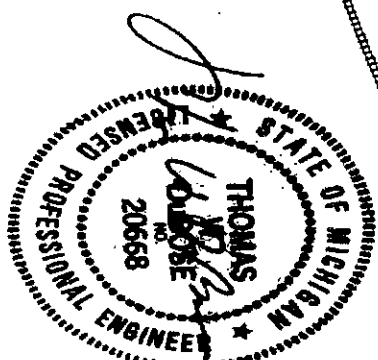
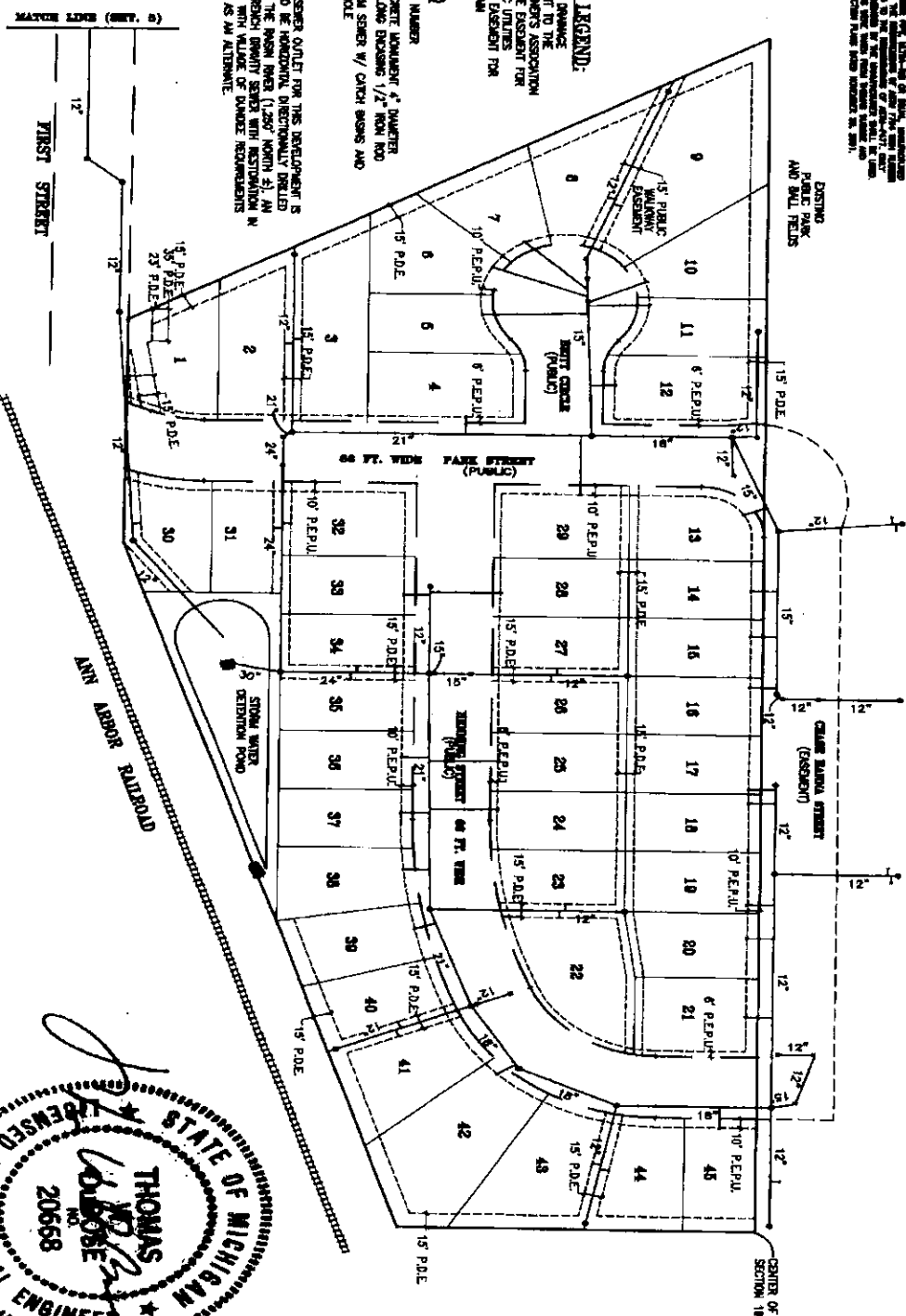


EXHIBIT
Q7
TESTIFIED
18A
1-1-03
1 - 36
LAB NO.
02-100-01
4

DuBose
& ASSOCIATES, INC.
 Design & Consulting Engineers
 10000 W. 11th Avenue • Suite 100 • Denver, CO 80231
 Phone: (303) 751-1000 • Fax: (303) 751-1001
 www.dubose.com

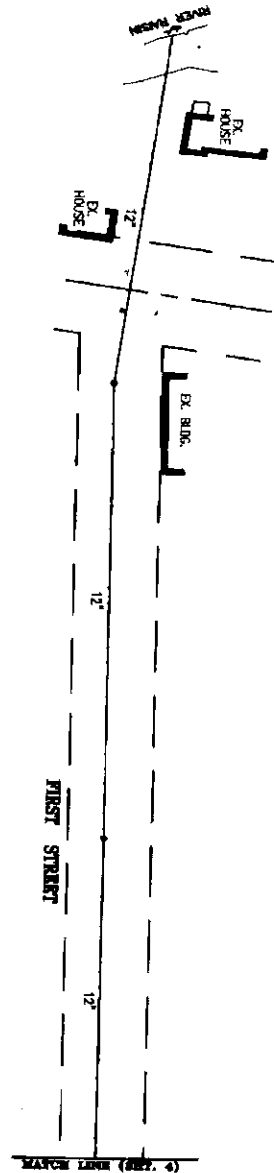
VILLAGE SQUARE OF DUNDEE NORTHEAST CORNER OF FIRST STREET AND ANN ARBOR E/R VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN		
PROPOSED UTILITY PLAN STORM SEWER (1 OF 2)		

**UTILITY NOTES:**

1. ALL STORM SEWER PIPE 12" DIAMETER AND LARGER, UNLESS OTHERWISE NOTED, SHALL BE SMOOTH LINED CORRUGATED POLYVINYL CHLORIDE (PVC) STIFF RIBBON PIPE, LISTED FOR EQUAL, MANUFACTURED IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM F477, WITH RUBBER JOINTS CONFORMING TO THE REQUIREMENTS OF ASTM F477. ONLY PIPE FITTINGS RECOMMENDED BY THE MANUFACTURER SHALL BE USED.
2. ALL UTILITY LOCATIONS WERE TAKEN FROM THOMAS DUBOSE AND ASSOCIATES CONSTRUCTION PLANS DATED NOVEMBER 28, 2001.

NOTE: THE STORM SEWER OUTLET FOR THIS DEVELOPMENT IS PROPOSED TO BE HORIZONTAL, DIRECTIONALLY ORIENTED DIRECTLY TO THE MAIN PAVEMENT (1.250' NORTH ±) IN ACCORDANCE WITH VILLAGE OF DUNDEE REQUIREMENTS. WILL BE NO AS AN ALTERNATE.

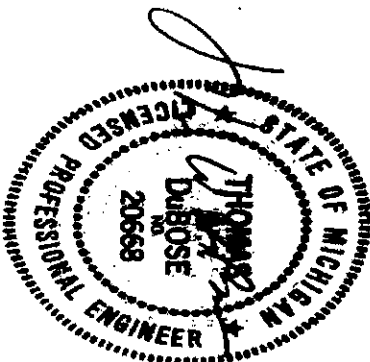
SCALE: 1" = 50' FEET

**LEGEND**

12" - CONCRETE MANHOLE 4" DIAMETER, 36" LONG EXCLUDING 1/2" RIM RISE

EASEMENT LEGEND:

P.O.E. - PRIVATE DRAINAGE EASEMENT TO THE HOMEOWNER'S ASSOCIATION
P.E.P.U. - PRIVATE EASEMENT FOR PUBLIC UTILITIES
P.E.W. - PRIVATE EASEMENT FOR WATERMAIN



VILLAGE SQUARE OF DUNDEE
NORTHEAST CORNER OF FIRST STREET AND ANN ARBOR E/W
VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN

PROPOSED UTILITY PLAN
STORM SEWER (2 OF 5)

Dubose & Associates, Inc.
Professional Engineer
20668

DATE	1/14/02
BY	J. Dubose
CHECKED	J. Dubose
APPROVED	J. Dubose
SCALE	1" = 50'
PROJECT	VILLAGE SQUARE OF DUNDEE
NO.	5

DATE	1/14/02
BY	J. Dubose
CHECKED	J. Dubose
APPROVED	J. Dubose
SCALE	1" = 50'
PROJECT	VILLAGE SQUARE OF DUNDEE
NO.	5

UTILITY NOTES:

1. ALL SANITARY SEWER SHALL BE POLYBUTYLENE GLYCOL (PBG). ALL PFC DRAINAGE SEWER PIPE SHALL BE POLYETHYLENE TEREPHTHALATE (PET) WITH A MINIMUM WALL THICKNESS OF .075". ALL PFC SEWERS SHALL COMPLY TO THE REQUIREMENTS OF ASTM D-3034, TYPE POLA 50R MAX. 36" PFC SEWER PER FEET. ALL PFC SHALL PROVIDE AN ELASTOMERIC GASKET JOINT TO PREVENT EXFILTRATION OR INFLTRATION.
2. ALL UTILITY LOCATIONS WERE TAKEN FROM TOWN'S DATABASE AND ASSOCIATES CONSTRUCTION PLANS DATED NOVEMBER 29, 2001.
3. ALL SANITARY SERVICE LINES SHALL BE 6" P.C..

URGENT

- 0 - UNIT NUMBER
- CONCRETE MONUMENT 4" DIAMETER
- 36" LONG ENCLING 1/2" ROUN ROD
- SANITARY SEWER W/ MANHOLES

SCALE: 1 INCH = 50 FEET

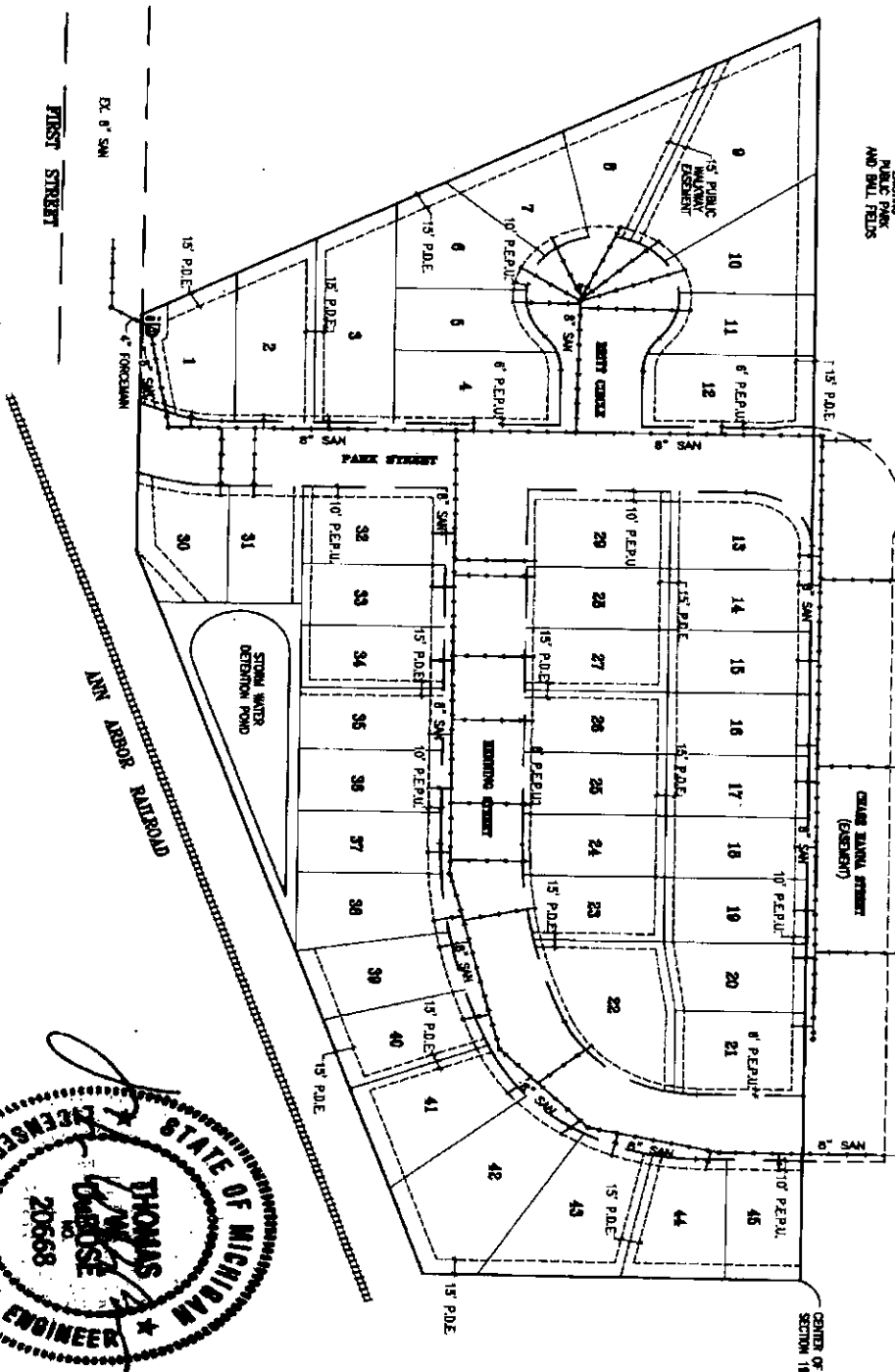
**NOTE**

50 0 25 50

SCALE: 1 INCH = 50 FEET

PATIENT LEGEND:

- P.E.P.U. - PRIVATE EASEMENT FOR
PUBLIC UTILITIES
P.E.W. - PRIVATE EASEMENT FOR
WATERMAIN



VILLAGE SQUARE OF DUNDEE
NORTHEAST CORNER OF FIRST STREET AND ANN ARBOR R/R
VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN

PROPOSED UTILITY PLAN

INVESTED FIRM	DATE
AT&T	7-2-88
COMCAST	1-13-91
VERIZON	2-23-94
SPRINT	3-28-94
DISH	4-29-94

**UTILITY NOTES:**

1. WATERMAIN MATERIAL SHALL BE POLYETHYLENE GLYCOL (PE) SPEC.
2. ALL UTILITY LOCATIONS WERE TAKEN FROM THOMAS DUNDEE AND ASSOCIATES CONSTRUCTION PLANS DATED NOVEMBER 29, 2001.
3. ALL SERVICE LEADS SHALL BE TYPE K COPPER.

BASEMENT LEGEND:

P.D.E. - PRIVATE DRAINAGE
EXPOSED TO THE
HARBORMASTER'S ASSOCIATION
PEPUL - PRIVATE EXPOSURE FOR
PRIVATE DRAINAGE
PEM - PRIVATE EXPOSURE FOR
WATERMAIN

LEGEND

9 - UNIT NUMBER
- CONCRETE MANHOLE 4' DIAMETER
36" LONG EXPOSING 1/2" RIM HOOD
- WATERMAIN W/ HORIZONTAL AND VALVE

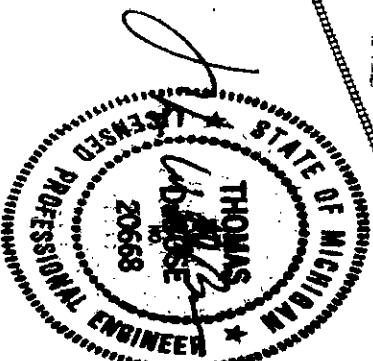
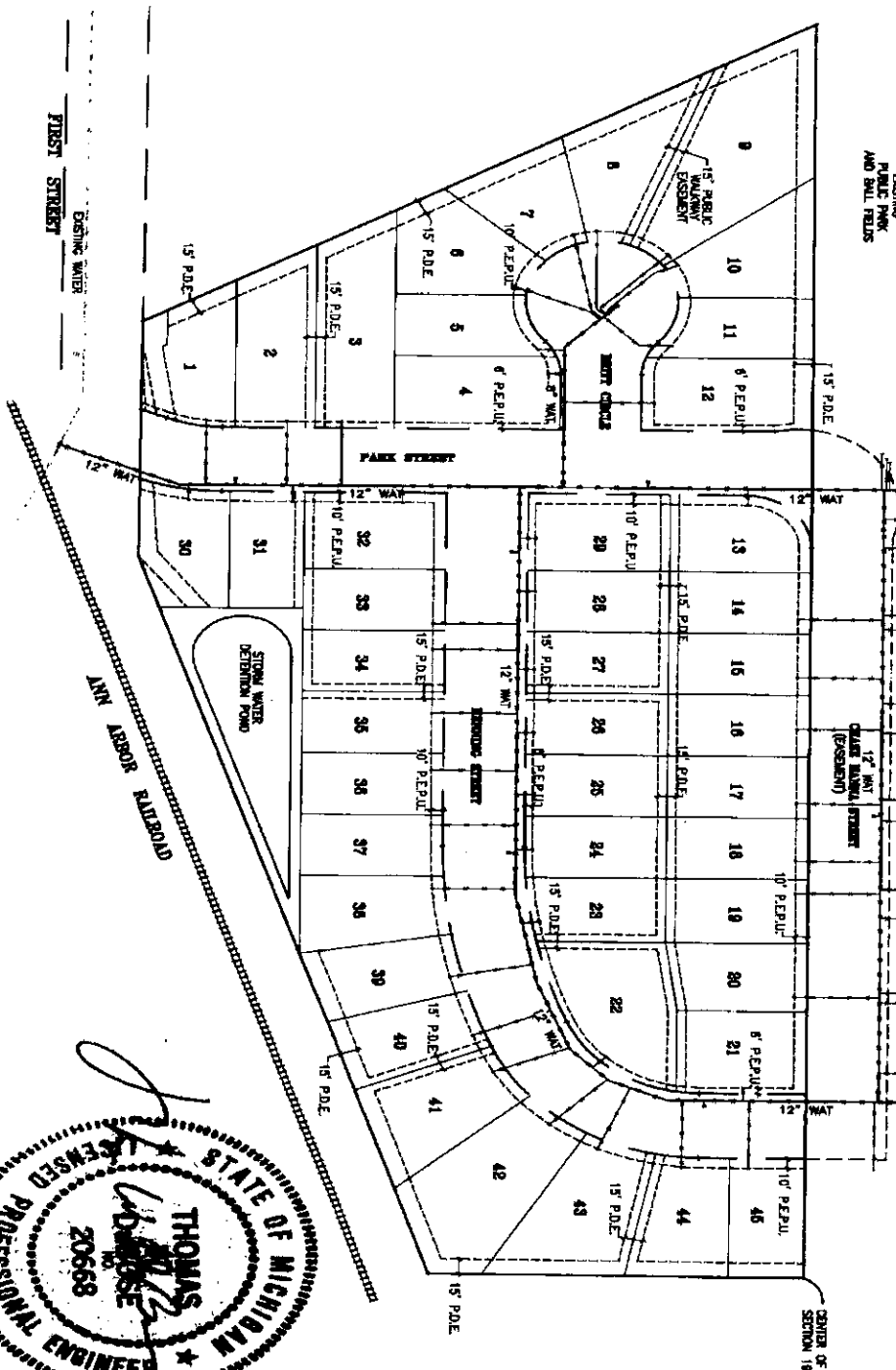
SCALE: 1 INCH = 50 FEET



NORTH

50 0 25 50

SCALE: 1 INCH = 50 FEET



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1/1/01	TD	2.00

IdaBose
& ASSOCIATES, INC.

Engineers & Surveyors
Michigan License No. 20668
2001-2002

VILLAGE SQUARE OF DUNDEE
NORTHEAST CORNER OF FIRST STREET AND ANN ARBOR R/R
VILLAGE OF DUNDEE, MONROE COUNTY, MICHIGAN

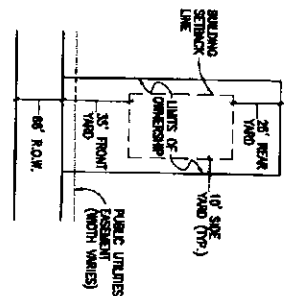
PROPOSED UTILITY PLAN
WAYNE MAIN

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1/1/01	TD	2.00



CRANE DATA			
CRANE	WHEEL SPACING	WHEEL LENGTH	CHORD BEARING
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2	117.00'	67.18'	137.47'
3	117.00'	67.18'	137.47'
4	117.00'	67.18'	137.47'
5	117.00'	67.18'	137.47'
6	117.00'	67.18'	137.47'
7	117.00'	67.18'	137.47'
8	117.00'	67.18'	137.47'
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10	117.00'	67.18'	137.47'
11	117.00'	67.18'	137.47'

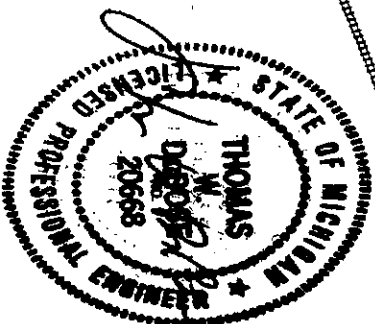
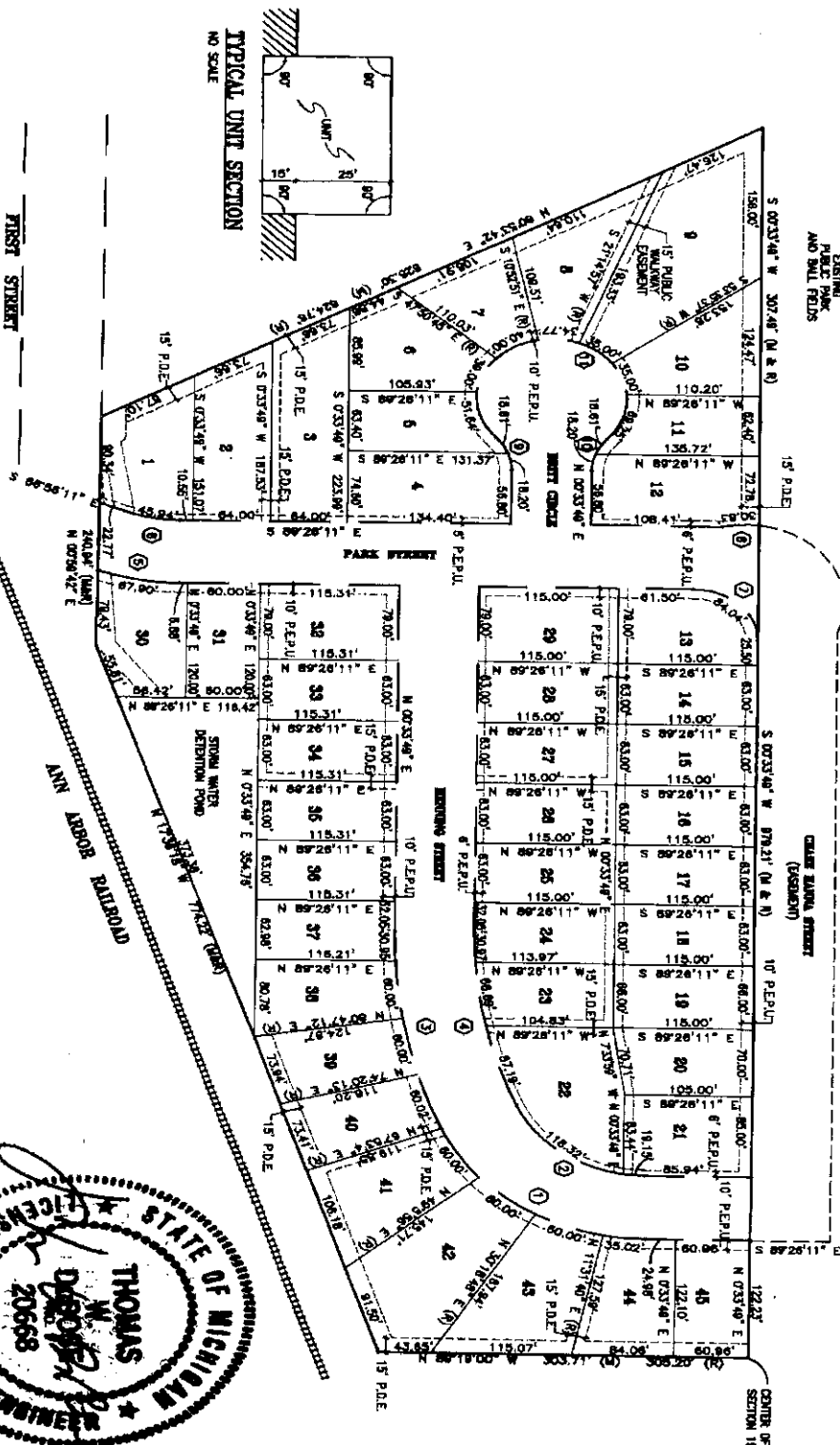
SCHEDULE OF UNIT AREAS			
UNIT	AREA	AREA	AREA
1	8,433	13	8,471
2	10,855	14	7,245
3	13,188	15	7,245
4	10,025	16	7,245
5	7,245	17	7,245
6	9,205	18	7,245
7	7,245	19	7,245
8	7,245	20	7,245
9	7,245	21	7,245
10	7,245	22	7,245
11	7,245	23	7,245
12	7,245	24	7,245



SCALE 1" = 30' FEET



- LEGEND**
- 9 - UNIT NUMBER
 - 1 - CONCRETE MONUMENT & DIMENSION
 - 2 - 3/4" LONG ENDS 1/2" FROM MON
 - 3 - CRANE DESIGNATION
 - 4 - MONUMENT LOT LINE
- EASEMENT LEGEND:**
- P.D.E. - PRIVATE DRAINAGE EASEMENT TO THE HOMEOWNERS ASSOCIATION
 - PEPLU - PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - P.E.W. - PRIVATE EASEMENT FOR WATERMAIN



DATE	REVISION
12-2-82	1
1-1-83	2
1-1-83	3
1-1-83	4
1-1-83	5
1-1-83	6
1-1-83	7
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1-1-83	40
1-1-83	41
1-1-83	42
1-1-83	43
1-1-83	44
1-1-83	45

DATE	REVISION
12-2-82	1
1-1-83	2
1-1-83	3
1-1-83	4
1-1-83	5
1-1-83	6
1-1-83	7
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DATE	REVISION
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DATE	REVISION
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