

PURCHASER INFORMATION BOOKLET  
FOR

# Overbrook

A Condominium Project  
in  
Westland, Michigan

Developed by:  
Kime Brothers, Inc.  
24768 Lahser Road, Suite I  
Southfield, Michigan 48076

# **PURCHASER INFORMATION BOOKLET**

**FOR**

**OVERBROOK**

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**CONDOMINIUM SUBDIVISION PLAN**

**OVERBROOK ASSOCIATION CERTIFICATE OF  
INCORPORATION**

**OVERBROOK ASSOCIATION ARTICLES OF INCORPORATION**

**ESCROW AGREEMENT**

**MANAGEMENT AGREEMENT**

**CONSERVATION EASEMENT**





## **MASTER DEED**

### **OVERBROOK**

This Master Deed is made and executed on this 29th day of July, 1992, by Kime Brothers, Inc., a Michigan corporation, hereinafter referred to as the "Developer", whose post office address is 24768 Lahser Road, Suite 1, Southfield, Michigan 48034, in pursuance of the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

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 hereby incorporated herein by reference and made a part hereof), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a residential Condominium Project under the provisions of the Act.

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Overbrook as a Condominium Project under the Act and does declare that Overbrook 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, the Bylaws and the Condominium Subdivision Plan, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer and any persons acquiring or owning an interest in the Condominium Premises and their respective successors and assigns. In furtherance of the establishment of the Condominium Project, it is provided as follows:

### **ARTICLE I TITLE AND NATURE**

The Condominium Project shall be known as Overbrook, Wayne County Condominium Subdivision Plan No. 329. The Condominium Project is established in accordance with the Act. The units contained in the Condominium, including the number, boundaries, dimensions and area of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit will contain a residential structure and other improvements for dwelling purposes and each Unit is capable of individual utilization on account of having its own entrance from and exit to a Common Element of the Condominium Project. Each Owner in the Condominium Project shall have an exclusive right to his Unit and shall have undivided and inseparable rights to share with other Owners the Common Elements of the Condominium Project.

### **ARTICLE II LEGAL DESCRIPTION**

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

Part of the Southeast 1/4 of Section 6 and part of the Northeast 1/4 of Section 7, Town 2 South, Range 9 East, City of Westland, Wayne County, Michigan, being more particularly described as: Commencing at the South 1/4 Corner of Section 6, being also the North 1/4 Corner of Section 7, Town 2 South, Range 9 East ; thence along the centerline of Hix Road, being also the North and South 1/4 line of said Section 6, North 01°01'40" West, 200.44 feet; thence South 89°53'18" East, 725.00 feet to the Point of Beginning; thence South 89°53'8" East, 586.70 feet; thence along the West line of "Brandon Valley Subdivision" as recorded in Liber 100, Pages 86, 87 and 88, Wayne County Records, South 00°19 '22" West, 200.27 feet; thence along the South line of Section 6 and the North line of Section 7, North 89°53'39" West, 234.49 feet; thence South 00°07'19" West, 952.58 feet; thence North 89°50'59" West, 701.82 feet; thence North 1h058'36" West, 216.57 feet; thence North 89°50'19" West, 269.67 feet; thence along the East right-of-way line of Hix Road Due North 378.32 feet; thence South 89°54'39" East. 406.68 feet; thence North 00°02'03" East, 364.23 feet; thence along said South line of Section 6 and North line of Section 7, South 89°53'39" East, 85.00 feet; thence North 43°00'12" East, 273.45 feet to the Point of Beginning, containing 904,916 square feet or 20.775 acres; subject to all easements and restrictions of record, all governmental limitations and the Conservation Easement dated December 1, 1990 by and between Kime Brothers, Inc. and the Michigan Department of Natural Resources as recorded in Liber 24781, Page 802, Wayne County Records.

### **ARTICLE III DEFINITIONS**

Certain terms are utilized not only in this Master Deed and Exhibits A and B hereto, but: are or may be used in various other instruments such as, by way of example and not limitation, the Articles of Incorporation and rules and regulations of the Overbrook Condominium 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 Overbrook 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 Overbrook Condominium Association, which is the non-profit corporation organized under Michigan law of which all Owners shall be members, which corporation shall administer, operate, manage, and maintain the Condominium.

Section 3. Bylaws. "Bylaws" means Exhibit A hereto, being the Bylaws setting forth the substantive rights and obligations of the 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 Exhibits A and B hereto, and the Articles of Incorporation 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 Overbrook as described above.

Section 7. Condominium Project, Condominium or Project. "Condominium Project", "Condominium" or "Project" each mean Overbrook as a Condominium Project established in conformity with the Act.

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

Section 9. 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 10. Developer. "Developer" means Kime Brothers, Inc., a Michigan corporation, which has made and executed this Master Deed, and its successors and assigns. Both successors and assigns shall always be deemed to be included within the term "Developer" whenever, however and wherever such term is used in the Condominium Documents.

Section 11. 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 as long as the Developer owns any Unit which it offers for sale.

Section 12. First Annual Meeting. "First Annual Meeting" means the initial meeting at which non-developer 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 which 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 all Units which may be created are sold, whichever first occurs.

Section 13. Transitional Control Date. "Transitional Control Date" means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

Section 14. Unit or Condominium Unit. "Unit" or "Condominium Unit" each mean a single Unit in Overbrook, as the same is described in Article V, Section 1 hereof and on Exhibit B hereto, and shall have the same meaning as the term "Condominium Unit" as defined in the Act. All structures and improvements now or hereafter located within the boundaries of a Unit shall be owned in their entirety by the Owner of the Unit within which they are located and shall not, unless otherwise expressly provided in the Condominium Documents, constitute Common Elements.

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

(a) Land. The Land described in Article II hereof not identified as Limited Common Elements and excluding the portion of the land described in Article V, Section 1 below and in the Condominium Subdivision Plan as constituting the Condominium Units.

(b) Roads. All internal roads designated on the Condominium Subdivision Plan.

(c) Natural Open Spaces. The natural open spaces designated on the Condominium Subdivision Plan and all improvements or recreational facilities, if any, constructed therein .

(d) Common Signage. The signage located at the Hix Road entrance of the Project and all other signage identifying the Project that may hereinafter be installed by the Developer or the Association.

(e) Electrical. The electrical transmission mains throughout the Project up to the point of lateral connection for Unit service, together with common lighting for the Project, if any is installed.

(f) Telephone. The telephone system throughout the Project up to the ancillary connection for Unit service.

(g) Gas. The gas distribution mains throughout the Project up to the point of lateral connection for Unit service.

(h) Water. The water distribution system throughout the Project up to the point of lateral connection for Unit service.

(i) Sanitary Sewer. The sanitary sewer system throughout the Project up to the point of lateral connection for Unit service.

(j) Storm Sewer. The storm sewer mains, leads and catch basins throughout the Project as depicted on the Condominium Subdivision Plan.

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

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

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

(a) Yard Areas. The Yard Area designated on the Condominium Subdivision Plans Limited in use to the Owner of such Unit. Portions of certain Yard Areas are subject to the Conservation Easement dated December 1, 1990 by and between the Developer and the Michigan Department of Natural Resources (the "Conservation Easement") and may not be altered or disturbed in any way. The limits of the Conservation Easement are depicted on the survey plan of Exhibit B hereto.

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

(a) Owner Responsibilities.

(1) Units and Yard Areas. It is anticipated that separate residential dwellings will be constructed within the Units depicted on Exhibit B hereto. The responsibility for, and the costs of maintenance, decoration, repair and replacement of any dwelling and Yard Area appurtenant to each Unit as a Limited Common Element and the General Common Element area lying between the Yard Area and the road pavement shall be borne by the Owner of the Unit which is served thereby; provided, however, that the exterior appearance of such dwellings to be constructed within the Units shall be subject at all times to the approval of the

Developer (during the Development and Sales Period) and the Association and to reasonable aesthetic and maintenance standards prescribed by the Association in duly adopted rules and regulations.

(2) Utility Services. All costs of electricity, water, natural gas, telecommunications and any other utility services shall be borne by the Owner of the Unit to which such services are furnished.

(b) Association Responsibilities. The costs of maintenance, repair and replacement of all General Common Elements, including, but not limited to the storm drainage system and Natural Open Spaces, shall be borne by the Association, except as provided in Article IV, Section 3 (a)(1) above, and subject to any provisions of the bylaws expressly to the contrary. 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 within the Limited Common Elements appurtenant thereto.

Section 4. Utility Systems. Some or all of the utility lines, systems (including mains and service leads) and equipment and the telecommunications system, described above may be owned by the local public authority or by the company that is providing the pertinent service. Accordingly, such utility lines, systems and equipment, and the telecommunications system, shall be General Common Elements only to the extent of the Owners' interest therein, if any, and the Developer makes no warranty whatever with respect to the nature or extent of such interest, if any. The extent of the Developer's and Association's responsibilities will be to see to it that telephone, electric, water and natural gas mains (but not cable television transmission lines) are installed within reasonable proximity to, but not within, the Units and their Yard Areas. Each 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 and their respective Yard Areas.

Section 5 . Use of Units and Common Elements. No Owner shall use his Unit or the Common Elements in any manner inconsistent with the purposes of the Project or in any manner which will interfere with or impair the rights of any other Owner in the use and enjoyment of his 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 Owner to whose Unit the same is appurtenant.

## **ARTICLE V UNIT DESCRIPTION AND PERCENTAGE 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 Overbrook as surveyed by Nowak & Fraus Corporation, 1310 Stephenson Highway, Royal-Oak, Michigan 48067 and attached as Exhibit B hereto. Each Unit shall consist of the land located within the Unit boundaries as shown on Exhibit B hereto and delineated with heavy outlines, together with all appurtenances thereto.

Section 2. Percentage of Value. The percentage of value assigned to each Unit in Overbrook is 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 not 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 Owner's respective share of the Common Elements of the Condominium Project, the proportionate share of each respective Owner in the proceeds and the expenses of administration and the value of such Owner's vote at meetings of the Association of Owners. The total value of the Project is 100%.

## **ARTICLE VI CONVERTIBLE AREAS**

Section 1. Designation of Convertible Areas. The Yard Areas adjacent to the respective Units have been designated on Exhibit B hereto as Convertible Areas within which the individual Units or Common Elements may be modified as provided here in.

Section 2. Reservation of Rights to Modify Units and Common Elements. The Developer reserves the right, in its sole discretion, to modify the size and/or location of Units and/or General or Limited Common Elements appurtenant or geographically proximate to such Units within and around the Yard Areas designated as Convertible Areas on the Condominium Subdivision Plan, so long as such modifications do not unseasonably 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. The foregoing rights of convertibility shall expire, if not previously exercised, within six (6) years from the date of recording this Master Deed.

Section 3. Compatibility of Improvements. All improvements constructed within the Convertible Areas described above shall be reasonably compatible with the structures on other portions of the Condominium Project. No improvements, other than as above indicated, may be created on the Convertible Areas.

## **ARTICLE VII OPERATIVE PROVISIONS**

Any conversion in the Project pursuant to Article VI above shall be governed by the provisions as set forth below.

Section 1. Amendment of Master Deed. Such conversion of this Condominium Project shall be given effect by appropriate amendments to this Master Deed in the manner provided by law, which amendments shall be prepared by and at the discretion of the Developer.

Section 2. Redefinition of Common Elements. Such amendment(s) to the Master Deed shall also contain such further definitions and redefinitions of General or Limited Common Elements as may be necessary to adequately describe, serve and provide access to the Units modified 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 modification of roadways and sidewalks in the Project.

Section 3. Consent of Interested Persons. All of the 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 Article VI above. 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 rerecording the entire Master Deed or the Exhibits hereto and may incorporate by reference all or any pertinent portions of this Master Deed and the Exhibits hereto.

## **ARTICLE VIII SUBDIVISION, CONSOLIDATION AND OTHER MODIFICATIONS OF UNITS**

Notwithstanding any other provision of the Master Deed as the Bylaws, Units in the Condominium may be subdivided, consolidated, modified and the boundaries relocated, in accordance with Sections 48 and 49 of the Act and this Article. 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. Developer reserves the sole right during the Construction and Sales Period and without the consent of any other Owner or any mortgagee of any Unit to take the following action:

(a) Subdivide Units. Subdivide or resubdivide any Units which it owns and in connection therewith to construct and 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 Units other than temporarily. Such subdivision or resubdivision 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 or assigns.



(b) Consolidate Units. Consolidate under single ownership two or more Units and eliminate any Limited Common Yard Area between such Units. 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 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. The relocation of such boundaries 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 or assigns.

(d) Amend to Effectuate Modifications. In any amendment or amendments 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. Such amendment or amendments to the Master Deed shall also contain such further definitions of General or Limited Common Elements as may be necessary to adequately describe the buildings and Units in the Condominium Project as so modified.

All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing and to any proportionate reallocation of percentages of value of Units which Developer or its successors may determine necessary in conjunction with such amendment or amendments. All such interested persons irrevocably appoint Developer or its successors as agent and attorney for the purpose of execution of such amendment or amendments to the Master Deed and all other documents necessary to effectuate the foregoing. Such amendments may be effected without the necessity of rerecording an entire Master Deed or the Exhibits hereto.

Section 2. By Owners. One or more Owners may undertake:

(a) Subdivision of Units. The Owner of a Unit may subdivide his Unit upon request to and approval by the Association and the Developer during the Development and Sales Period and further subject to the applicable zoning regulations then in effect in the City of Westland. Upon receipt of such request and submission of evidence that the City of Westland has approved the proposed division, 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 Units 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 Owner's request. The owner requesting such subdivision shall bear all costs of 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 Wayne County Register of Deeds.

(b) Consolidation of Units; Relocation of Boundaries. Owners of adjoining Units may relocate boundaries between their Units or eliminate boundaries between two or more Units upon written request to and approval by the Association and the Developer during the Development and Sales Period. Upon receipt of such request and submission of evidence that the proposed consolidation of Units has been approved by the City of Westland, 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 the boundaries, identifying the Units involved, reallocating percentages of value and providing for conveyancing between or among the Owners involved in relocation of boundaries. The Owners requesting relocation of boundaries shall bear all costs of 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 Wayne 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 VIII.

## **ARTICLE IX EASEMENTS**

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event of any encroachments due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements for the continuing maintenance and repair of all utilities in the Condominium.

Section 2. Easements Retained by Developer.

(a) Right to Dedicate. 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 Overbrook, shown as General Common Elements in the Condominium Subdivision Plan. Any such right-of-way dedication may be made by the Developer without the consent of any Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to the Condominium Subdivision Plan here to, recorded in the Wayne County Records. All of the Owners and mortgagees of Units and other persons interested or to become interested in the Project from time to time shall be deemed to have irrevocably and unanimously consented to such amendment or amendments of this Master Deed to effectuate the foregoing right-of-way dedication.

(b) Granting Utility Rights to Agencies . The Developer reserves the right at any time during the Construction 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 Owner, mortgagee or other person and shall be evidenced by an appropriate amendment to this Master Deed and to Exhibit B hereto, recorded in the Wayne County Records. All of the 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. Easement for Utilities. There shall be easements to, through and over those portions of the land (including all Units and their Limited Common Element setback areas), structures, buildings and improvements in the Condominium for the continuing maintenance, repair, replacement, enlargement of any General Common Element utilities in the Condominium as depicted on the Condominium Subdivision Plan as the same may be amended from time to time.

Section 4. Grant of Easements by Association. The Association, acting through its Lawfully constituted Board of Directors (including any Board of Directors acting prior to the Transitional Control Date) shall be empowered and obligated to grant such easements, licenses, rights-of-entry and rights-of-way over, under and across the Condominium Premises for utility purposes, access purposes or other lawful purposes as may be necessary for the benefit of the Condominium; subject, however, to the approval of the Developer during the Development and Sales Period. 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 thereby.

Section 5. Association, Developer and Utility Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utility companies shall have such easements over, under, across and through the Condominium Premises, including all Units and Common Elements as may be necessary to develop, market and operate any Units and construct any dwellings on the land described in Article II hereof, and also to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. While it is intended that each Owner shall be solely responsible for the performance and costs of all maintenance, repair and replacement of and decoration of the residence and all other appurtenances and improvements constructed or otherwise located within his Unit, it is nevertheless a matter of concern that an Owner may fail to properly maintain the exterior of his 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 an Owner fails, as required by this Master Deed, the Bylaws or any rules and regulations promulgated by the Association, to properly and adequately maintain, decorate, repair, replace or

otherwise keep his 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 Sales Period) shall have the right, and all necessary easements in furtherance thereof (but not the obligation) to take whatever action or actions it deems desirable to so maintain, decorate, repair or replace the residence located within the Unit, all at the expense of the Owner of the Unit. Neither the Developer nor the Association shall be liable to the Owner of any Unit or any other person, in trespass or in any other form of action, for the exercise of rights pursuant to the provisions of this Section or any other provisions of the Condominium Documents which grant such easements, sights 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 (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 which are required, in the first instance to be borne by any Owner, shall be assessed against such Owner and shall be due and payable with his regular assessment next falling due; further, the lien for nonpayment shall attach as in all cases of regular assessments and such assessments may be enforced by the use of all means available to the Association under the Condominium Documents and by law for the collection of regular assessments including, without limitation, legal action, foreclosure of the Lien securing payment and imposition of fines.

Section 6. 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, broadband cable, satellite dish , earth antenna and similar services (collectively "Telecommunications") to the Project or any Unit therein. Notwithstanding the foregoing, in no event shall the Board of Directors enter into any contract or agreement or grant any easement, License or right of entry or do any other act or thing which will violate any provision of any federal, state or local law or ordinance. Any and all sums paid by any telecommunications or 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 7. Emergency Vehicle Access Easement. There shall exist for the benefit of the City of Westland or any emergency service agency, an easement over all roads in the Condominium for use by the City of Westland and/or 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 Owners thereof. This grant of easement shall in no way be construed as a dedication of any streets, roads or driveways to the public.

Section 8. Conservation Easement. On December 1, 1990, the Developer entered into a Conservation Easement with the Michigan Department of Natural Resources. The Conservation Easement as depicted on the Condominium Subdivision Plan is comprised of General Common Element "Natural Open Space" and portions of certain Limited Common Element Yard Areas. The Conservation Easement prohibits altering topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the easement area. The purpose of the Conservation Easement is to maintain the area in its natural and undeveloped condition.

## **ARTICLE X AMENDMENT**

This Master Deed and the Condominium Subdivision Plan may be amended with the consent of 66-2/3% of the Owners, 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 Owner and mortgagee of such Unit nor may the nature or extent of Limited Common Elements or the responsibility for maintenance, repair or replacement thereof be modified in any material way without the written consent of the Owner and mortgagee of any Unit to which the same are appurtenant, except as otherwise expressly provided in this Master Deed or in the Bylaws to the contrary.

Section 2. Mortgagee Consent. Whenever a proposed amendment would materially alter or change the rights of mortgagees generally, then such amendments shall require the approval of 66-2/3% of all first mortgagees of record, allocating one vote for each mortgage held.

Section 3. By Developer. Prior to one year after expiration of the Construction and Sales Period, the Developer may, without the consent of any 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 Owners or mortgagees in the Project.

Section 4. Change in Percentage of Value. The value of the vote of any Owner and the corresponding proportion of common expenses assessed against

such Owner shall not be modified without the written consent of such Owner and his mortgagee, nor shall the percentage of value assigned to any Unit be modified without like consent, except as provided in this Master Deed or in the Bylaws.

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, 80% of non-developer Owners and 80% of first mortgagees.

Section 6. Developer Approval. During the Development and Sales Period, the Condominium Documents shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

**ARTICLE XI  
ASSIGNMENT**

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

WITNESSES:

Suzanne S. Reynolds  
Suzanne S. Reynolds

KIME BROTHERS, INC., a Michigan corporation

By: Robert D. Kime  
Robert D. Kime, Chairman

\_\_\_\_\_  
Pamela Steed

STATE OF MICHIGAN    )  
  ) SS.  
COUNTY OF OAKLAND    )

On this 29th day of July, 1992, the foregoing Master Deed was acknowledged before me by Robert D Kime, the Chairman of Kime Brothers, Inc., a Michigan corporation, on behalf of the corporation.

Suzanne S. Reynolds  
Suzanne S. Reynolds  
Notary Public, Oakland County Michigan  
My commission expires: December 30, 1995

Master Deed drafted by:  
Suzanne S. Reynolds of DYKEMA GOSSETT  
505 North Woodward Ave., Suite 3000  
Bloomfield Hills, Michigan 48304

When recorded, return to drafter

# **OVERBROOK**

## **EXHIBIT "A"**

### **BYLAWS**

#### **ARTICLE I ASSOCIATION OF OWNERS**

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

#### **ARTICLE II ASSESSMENTS**

All expenses arising from the management, administration and operation of the Association in pursuance of its authorizations and responsibilities as set forth in the Condominium Documents and the Act shall be levied by the Association against the Units and the 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 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 Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a seasonable 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 noncumulative basis. Since the minimum standard required by this subparagraph may prove to be inadequate for this particular project, the Association of 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 Association, copies of the budget shall be delivered to each 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 yeas to which the assessments relate. Failure to deliver a copy of the budget to each Owner shall not affect or in any way diminish such Lien or the liability of any Owner for any existing or future assessments. Should the Association at any time decide, in its sole discretion: (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 replacements of existing Common Elements, (c) to provide additions to the Common Elements not exceeding \$5,000.00 Dollars annually for the entire Condominium Project, or (2) that an emergency exists, the Association shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem to be necessary. The Association also shall have the authority, without Owner consent, to levy assessments pursuant to the provisions of Article V hereof, The discretionary authority of the Association to levy assessments pursuant to this subparagraph shall rest solely with the Association for the benefit of 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 Association from time to time and approved by the 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 exceeding \$5,000.00 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, or (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 association) shall not be Levied without the prior approval of more than 60% of all 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 Owners to cover expenses of administration shall be apportioned among and paid by the Owners in accordance with each Owner's proportionate share of the expenses of administration as provided in Article V, Section 2 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 11, Section 2(a) above shall be payable by Owners in 4 equal quarterly 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.

Section 3. Developer's Responsibility for Assessments. The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the regular Association assessments. The Developer, however, shall at all times pay all expenses of maintaining the Units that it owns, including the improvements Located thereon, together with a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance and use of the Units in the Project and of the improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, the Developer's proportionate share of such expenses shall be based upon the ratio of all Units owned by the Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall the Developer be responsible for payment of any assessments for or with respect to common element grounds maintenance and landscaping, deferred maintenance, reserves for replacement, reserves for contingencies, for capital improvements or other special assessments, except with respect to Units owned by him. Further, the Developer shall in no event be liable for any assessment levied in whole or in part to purchase any Unit from the Developer or to finance any litigation or other claims against the Developer, any cost of investigating and preparing such litigation or claim or any similar or related costs. A "completed residential dwelling" shall mean a residential dwelling with respect to which a certificate of occupancy has been issued by City of Westland.

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 twenty-five (\$25.00) dollars per installment per month may be assessed automatically by the Association upon each installment in default for ten or more days until paid in full. The Association may, pursuant to Article XX hereof, levy fines for late payment of assessments in addition to such Late charge. Each Owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments (including fines for late payment and costs of collection and enforcement of payment) pertinent to his Unit which may be levied while such Owner is the owner thereof, except a land contract purchaser from any 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 charges and fines for late payment on such installments; and third, to installments in default in order of their due dates.

Section 5. Liens for Unpaid Assessments. Sums assessed to the Association which remain unpaid, including but not limited to regular assessments, special assessments, fines and late charges, shall constitute a lien upon the Unit or Units in the Project owned by the 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, fine or late charge relates and shall be a Lien prior to all claims except real property taxes and first mortgages of record. All charges which the Association may levy against any 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 Owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 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 Owner in the payment of any installment of the annual assessment levied against his Unit, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable. The Association also may discontinue the furnishing of any utilities or other services to an Owner in default upon seven-day written notice to such Owner of its intention to do so. An 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 Owner of ingress at egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Owner thereof or any persons claiming under him. The Association may also assess fines for late payment or non-payment of assessments in accordance with the provisions of Article XII of these Bylaws. All of these remedies shall be cumulative and not alternative.

(b) Foreclosure Proceedings. Each Owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of assessments either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each 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 Owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this subparagraph and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for 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 days after mailing, by first class mail, postage prepaid, addressed to the delinquent owner(s) at his or their last known address, a written notice that one or more installments of the annual assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten 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 (1) the affiant's capacity to make the affidavit, (2) the statutory and other authority for the lien, (3) the amount outstanding (exclusive of interest, costs, attorney's fees and future assessments), (4) the legal description of the subject Units), and (5) the name(s) of the Owner(s) of record. Such affidavit shall be recorded in the office of the Wayne 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 Owner and shall inform him that he may request a judicial hearing by bringing suit against the Association.

(d) Expenses of Collection. The expenses incurred in collecting unpaid assessments, including interest, costs, actual is 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 Owner in default and shall be secured by the lien on his 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 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 which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 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 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 ARBITRATION**

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

as amended and in effect from time to time hereafter shall be applicable to any such arbitration.

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

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

#### **ARTICLE IV INSURANCE**

Section 1. Extent of Coverage. The Association shall, to the extent appropriate in light of the nature of the General Common Elements of the Project, carry fire and extended coverage, vandalism and malicious mischief and liability insurance (in a minimum amount to be determined by the Developer or the Association in its discretion, but in no event less than \$500,000 per occurrence), officers' and directors' liability insurance, and workmen's compensation insurance, if applicable, and any other insurance the Association may deem applicable, desirable or necessary, pertinent to the ownership, use and maintenance of the General Common Elements 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 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 Owners.

(b) Insurance of Common Elements. All General Common Elements of the Condominium Project shall be insured against fire and either 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 Owners and their mortgagees, as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction shall be applied for such repair or reconstruction 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 Owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project and the 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 premiums therefore, to collect proceeds and to distribute the same to the Association, the 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 Owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

Section 3. Responsibilities of Owners. Each Owner shall be obligated and responsible for obtaining fire and extended coverage and vandalism and malicious mischief insurance with respect to the building and all other improvements constructed or to be constructed within the perimeter of his Condominium Unit and its appurtenant Yard Area and for his personal property located therein or thereon or elsewhere on the Condominium Project. There is no responsibility on the part of the Association to insure any of such improvements whatsoever. All such insurance shall be carried by each Owner in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. Each Owner shall deliver certificates of insurance to the Association from time to time to evidence the continued existence of all insurance required to be maintained by the Owner hereunder. In the event of the failure of an Owner to obtain such insurance or to provide evidence thereof to the Association, the Association may obtain such insurance on behalf of such Owner and the premiums therefore shall constitute a lien against the Owner's Unit which may be collected from the Owner in the same manner that Association assessments may be collected in accordance with Article II hereof. Each Owner also shall be obligated to obtain insurance coverage for his personal Liability for occurrences within the perimeter of his Unit and appurtenant Yard Area or the improvements Located thereon (naming the Association and the Developer as insureds), and also for any other personal insurance coverage that the Owner wishes to carry. Such insurance shall be carried in such minimum amounts as may be specified by the Association (and as specified by the Developer during the Development and Sales Period) and each Owner shall furnish evidence of such coverage to the Association or the Developer upon request. The Association shall under no circumstances have any obligation to obtain any of the insurance coverage described in this Section 3 or any liability to any person for failure to do so.

Section 4. Waiver of Right of Subrogation. The Association and all Owners shall use their best efforts to cause all property and liability insurance carried by the Association or any Owner to contain appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Owner or the Association.

Section 5. Indemnification. Each individual Owner shall indemnify and hold harmless every other Owner, the Developer and the Association for all damages and costs, including attorneys' fees, which such other 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 Owner's Unit or appurtenant Yard Area 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 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 therefore, shall be as follows:

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

(b) Unit or Improvements Thereon. If the damaged property is a Unit or Yard Area or any improvements thereon, the 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, and such Owner shall be responsible for any reconstruction or repair that he elects to make. The Owner shall in any event remove all debris and restore his Unit and the improvements thereon to a clean and slightly condition satisfactory to the Association and in accordance with the provisions of Article VI hereof as soon as reasonably possible following the occurrence of the damage.

Section 2. Repair in Accordance with Master Deed, Etc. Any such reconstruction or repair shall be substantially in accordance with the Master Deed and the original plans and specifications for any damaged improvements located within the Unit to the extent it is practical and subject to the approval of the Co-owner of the affected unit.

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 and 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 Owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to provide funds to pay the estimated or actual cost of repair. This provision shall not be construed to require replacement of mature trees and vegetation with equivalent trees or vegetation.

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

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

(a) Taking of Unit or Improvements Thereon. In the event of any taking of all or any portion of a Unit or any improvements thereon by eminent domain, the award for such taking shall be paid to the Owner of such Unit and the mortgagee thereof, as their interests may appear, notwithstanding any provision of the Act to the contrary. If an Owner's entire Unit is taken by eminent domain, such Owner and his mortgagee shall, after acceptance of the condemnation award therefore, 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 Owners and their mortgagees in proportion to their respective interests in the Common Elements and the affirmative vote of more than 50% of the 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 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 Owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Owner.

(d) Notification of Mortgagees. In the event any Unit in the Condominium, or any portion thereof, or t h e 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 4. Priority of Mortgagee Interests. Nothing contained in the Condominium Documents shall be construed to give an 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 Owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

## **ARTICLE VI RESTRICTIONS**

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

Section 1. Residential Use. No Unit in the Condominium shall be used for other than single-family residential purposes and the Common Elements shall be used only for purposes consistent with single-family residential use and in accordance with the ordinances of the City of Westland.

Section 2. Leasing and Rental.

(a) Right to Lease. An Owner may lease or sell his Unit for the same purposes set forth in Section 1 of this Article VI. 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.

(b) When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying an Owner's Unit under a Lease or rental agreement and the tenant, after receiving the notice, shall deduct from rental payments due the 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. Architectural Control. No building, structure or other improvement shall be constructed within a Condominium Unit or elsewhere within the Condominium Project, nor shall any exterior modification be made to any existing buildings, structure or improvement, unless plans and specifications therefore, 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 local public authority. The Developer shall have the right to refuse to approve any such plans or specifications, or grading or landscaping plans, which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and

upon all Owners. Developer's rights under this Article VI, Section 3 may, in the Developer's discretion, be assigned to the Association or other successor to the Developer. The Developer may construct or authorize any improvements upon the Condominium Premises that it may, in its sole discretion, elect to make without the necessity of prior consent from the Association or any other person or entity, subject only to the express limitations contained in the Condominium Documents.

Section 4. Minimum Square Feet; Other Building Requirements. The minimum area of any residence constructed within the Units shall be 1400 square feet for a ranch-style residence and 1600 square feet for a two-story or cape-cod style residence exclusive of finished living areas as calculated on exterior dimensions, exclusive of porches, patios, garages, basements and out-buildings. Out-buildings of all kinds are prohibited. All dwellings must have attached garages with an area of no less than 360 square feet and no more than 600 square feet.

Section 5. Exterior Finishes. All residential structures built in a Unit shall have exterior finishes of woodboard siding, brick, vinyl, aluminum and/or plywood siding.

Section 6. Alterations and Modifications of Common Elements. No Owner shall make alterations, modifications or changes in any of the Common Elements without the express written approval of the Board of Directors or the Developer as required pursuant to these Bylaws, including, without limitation, the erection of antennas, lights, aerials, awnings, newspaper holders, basketball backboards, mailboxes, flag poles or ether exterior attachments or modifications. No attachment, appliance or other item may be installed which is designed to kill or repel insects or other animals by light or humanly audible sound. No Owner shall in any way restrict access to any utility line, or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way.

Section 7. Activities. No immoral, improper, unlawful or offensive activity shall be carried on in any Unit or upon the Common Elements nor shall anything be done which may be or become an annoyance, a nuisance or a safety hazard to the 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 Owners, arising as a result of this provision which cannot be amicably resolved, shall be arbitrated by the Association. No Owner shall do or permit anything to be done or keep or permit to be kept in his Unit or on the Common Elements anything that will increase the rate of insurance an the Condominium without the written approval of the Association and each Owner shall pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition even if approved. Activities which are deemed offensive and are expressly prohibited include, but are not limited to, the following: any activity involving the use of firearms, air rifles, pellet guns, B-B guns, bows and arrows, or other similar dangerous weapons, projectiles or devices.

Section 8. Pets. No animal may be kept or bred for any commercial purpose and shall have such care and restraint so as not to be obnoxious or offensive on account of noise, odor or unsanitary conditions. No animal may be permitted to run loose at any time upon the Common Elements and any animal shall at all times be leashed and attended by some responsible person while on the Common Elements. No savage or dangerous animal shall be kept and any Owner who causes any animal to be brought or kept upon the premises of the Condominium shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as the result of the presence of such animal on the premises, whether or not the Association has given its permission therefor. Each Owner shall be responsible for collection and disposition of all fecal matter deposited by any pet maintained by such Owner. No dog which barks and can be heard on any frequent or continuing basis shall be kept in any Unit or on the Common Elements even if permission was previously granted to maintain the pet on the premises. The Association may charge all Owners maintaining animals a reasonable additional assessment to be collected in the manner provided in Article II of these Bylaws in the event that the Association determines such assessment necessary to defray the maintenance cost to the Association of accommodating animals within the Condominium. The Association may, without liability to the owner thereof, remove or cause to be removed any animal from the Condominium which it determines to be in violation of the restrictions imposed by this Section. The Association shall have the right to require that any pets be registered with it and may adopt such additional reasonable rules and regulations with respect to animals as it may deem proper. In the event of any violation of this Section, the Board of Directors of the Association may assess fines for such violation in accordance with these Bylaws and in accordance with duly adopted rules and regulations of the Association and/or revoke the privilege of an Owner to maintain a pet in the Condominium.

Section 9. Aesthetics. The Common Elements shall not be used for storage of supplies, materials, personal property or trash or refuse of any kind, except as provided in duly adopted rules and regulations of the Association. Trash receptacles shall be maintained in the garage or in other areas designated therefor at all times and shall not be permitted to remain elsewhere on the Common Elements except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. The Common Elements shall not be used in any way for the drying, shaking or airing of clothing or other fabrics. Vacant Units and their surrounding Yard Areas must be neatly maintained with weeds cut and without accumulation of natural or other debris. In general, no activity shall be carried on nor condition maintained by an Owner, either in his Unit or upon the Common Elements, which is detrimental to the appearance of the Condominium. Without written approval by the Association, no Owner shall change in any way the exterior appearance of the residence and other improvements and appurtenances located within his Unit or the surrounding Yard Area appurtenant thereto. Thus, in connection with any maintenance, repair, replacement, decoration or redecoration of such residence, improvements or appurtenances, no Owner shall modify the design, material or color of any such item including, without limitation, windows, doors, screens, roofs, siding or any other component of any building, or other structure which is visible from a Common Element or other Unit without the written approval of the Association.

Section 10. Vehicles. No house trailers, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, motorcycles, all terrain vehicles, snowmobiles, snowmobile trailers or vehicles, other than automobiles or vehicles used primarily for general personal transportation purposes, may be parked or stored in any area which is visible from any portion of the Condominium Premises except as herein after provided or as provided in duly adopted Rules and Regulations. All vehicles shall be parked in garages to the extent possible. Garage doors shall be kept closed when not in use. Commercial vehicles and trucks shall not be parked in or about the Condominium (except as above provided) unless while making deliveries or pickups in the normal course of business. The Association may prohibit parking of vehicles other than passenger vehicles on the General or Limited Common Elements. Owners shall, if the Association shall require, register with the Association all cars maintained on the Condominium Premises.

Section 11. Advertising. No signs or other advertising devices of any kind shall be displayed which are visible from the exterior of a Unit or on the Common Elements, including "For Sale" signs, except by the Developer, during the Development and Sales Period, and, subsequent thereto, only with prior written permission from the Association.

Section 12. Landscaping. It is the Developers intent that all landscaping installed within a Condominium Unit and it's surrounding Yard Area shall be designed, developed and constructed so as to be harmonious, complimentary and dignified. Each Yard Area shall be fully and completely landscaped, in a first class manner, within one (1) year from the date such Unit is sold. Notwithstanding the foregoing, portions of Yard Areas which are within the Conservation Easement shall remain in a natural state, unimproved and undisturbed.

Section 13. Driveways and Garages. All driveways shall be paved with asphalt or concrete, and shall be completed prior to occupancy. All garages shall be attached to the main dwelling.

Section 14. Swimming Pools. No above ground swimming pool shall be erected or maintained upon any Unit or its Yard Area. In-ground swimming pools may be installed in the rear Yard Area only upon written approval of the Developer based upon plans and specifications thereof. The size, configuration and exterior appearance of any such in-ground swimming pool and its attentive fence shall be subject to the approval of the Developer.

Section 15. Transmission Devices. No outside radio, television aerial, antenna, satellite dish or other reception or transmission device shall be placed, constructed, altered or maintained on any Unit or its surrounding Yard Area without the prior written consent of the Developer.

Section 16. Dog Runs. Dog runs or other enclosed shelters for permitted animals must be an integral part of the approved dwelling and must be approved by the Developer and the City of Westland relative to the location, design and fencing of such structure(s). Any such structure or dog run must be kept in a clean and sanitary condition at all times.

Section 17. Fences. No fence shall be erected or maintained in the front of any Unit.

Section 18. Trees. It is the intent of the Developer to preserve as many of the existing trees located in the Project as possible. It shall be the responsibility of each Owner to maintain and preserve all large trees on his Unit and its surrounding Yard Area, which responsibility includes welling trees, if necessary.

Section 19. Rules and Regulations. It is intended that the Board of Directors of the Association may make rules and regulations from time to time to reflect the needs and desires of the majority of the Owners in the Condominium. Reasonable regulations consistent with the Act, the Master Deed and these Bylaws concerning the use of the Common Elements may be made and amended from time to time by any Board of Directors of the Association, including the first Board of Directors (or its successors) prior to the Transitional Control Date, Copies of all such rules, regulations and amendments thereto shall be furnished to all Owners.

Section 20. Common Element Maintenance. Sidewalks, yards, landscaped areas, driveways, and parking areas shall not be obstructed nor shall they be used for purposes other than that for which they are reasonably and obviously intended. No bicycles, vehicles, chairs or other obstructions may be left unattended on or about the Common Elements.

Section 21. Owner Maintenance. Each Owner shall maintain his Unit and any Yard Area appurtenant thereto for which he has maintenance responsibility in a safe, clean and sanitary condition. Each Owner shall also use due care to avoid damaging any of the Common Elements including, but not Limited to the telephone, water, gas, electrical or other utility conduits and systems and any other Common Elements in any Unit which are appurtenant to or which may affect any other Unit. Each Owner shall be responsible for damages or costs to the Association resulting from negligent damage to or misuse of any of the Common Elements by him, or his family, guests, agents or invitees, unless such damages or costs are covered by insurance carried by the Association (in which case there shall be no such responsibility, unless reimbursement to the Association is limited by virtue of a deductible provision, in which case the responsible Owner shall bear the expense to the extent of the deductible amount). Any costs or damages to the Association may be assessed to and collected from the responsible Owner in the manner provided in Article II hereof.

Section 22. Right of Access of Association. The Association or its duly authorized agents shall have access to each Unit and any Yard Area appurtenant thereto from time to time, during reasonable working hours, upon notice to the Owner thereof, as may be necessary to carry out any responsibilities imposed on the Association by the Condominium Documents. The Association or its agents shall also have access to Units and Limited Common Elements appurtenant thereto as may be necessary to respond to emergencies. The Association may gain access in such manner as may be seasonable under the circumstances and shall not be liable to such Owner for any necessary damage to his Unit and any Limited Common Elements appurtenant thereto caused thereby. This provision, in and of itself, shall not be construed to permit access to the interiors of residences or other structures.

Section 23. Reserved Rights of Developer.

(a) Prior Approval by Developer. During the Development and Sales Period, no buildings, fences, walls, retaining walls, drives, walks or other structures or improvements shall be commenced, erected, maintained, nor shall any addition to, or change or alteration to any structure be made (including in color or design), except interior alterations which do not affect structural elements of any Unit, until plans and specifications, acceptable to the Developer, showing the nature, kind, shape, height, materials, color scheme, location and approximate cost of such structure or improvement shall have been submitted to and approved in writing by Developer, its successors or assigns, and a copy of said plans and specifications, as finally approved, lodged permanently with the Developer. The Developer shall have the right to refuse to approve any such plan or specifications which are not suitable or desirable in its opinion for aesthetic or other reasons; and in passing upon such plans and specifications, it shall have the right to take into consideration the suitability of the proposed structure, improvement or modification, the site upon which it is proposed to effect the same, and the degree of harmony thereof with the Condominium as a whole. The purpose of this Section is to assure the continued maintenance of the Condominium as a beautiful and harmonious residential development, and shall be binding upon both the Association and upon all Owners.

(b) Developer's Rights in Furtherance of Development and Sales. None of the restrictions contained in this Article V I shall apply to the commercial activities or signs or billboards, if any, of the Developer 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 shall have the right to maintain a sales office, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the entire Project by the Developer and may continue to do so during the entire Development and Sales Period.

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

Section 24. Conservation Easement and Natural Open Space. The Conservation Easement and Natural Open Space as depicted on the Condominium Subdivision Plan shall remain in a natural state, undeveloped and undisturbed.

## **ARTICLE VII MORTGAGES**

Section 1. Notice to Association. Any Owner who mortgages his Unit shall notify the Association of the name and address of the mortgagee, and the Association shall maintain such information in a book entitled "Mortgages of Units." The Association may, at the written request of a mortgagee of any such Unit, report any unpaid assessments due from the Owner as 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 Owner of such Unit that is not cured within 60 days.

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

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

## **ARTICLE VIII VOTING**

Section 1. Vote. Each Owner shall be entitled to one vote for each Condominium Unit owned.

Section 2. Eligibility to Vote. No Owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. Except as provided in Article XI, Section 2 of these Bylaws, no Owner, other than the Developer, shall be entitled to vote prior to the date of the First Annual Meeting of members held in accordance with Section 2 of Article IX. The vote of each Owner may be cast only by the individual representative designated by such Owner in the notice required in Section 3 of this Article VLIX below or by a proxy given by such individual representative. The Developer shall be the only person entitled to vote at a meeting of the Association until the First Annual Meeting of members and shall be entitled to vote during such period notwithstanding the fact that the Developer may own no Units at some time or from time to time during such period. At and after the First Annual Meeting the Developer shall be entitled to one vote for each Unit which it owns.



Section 3. Designation of Voting Representative. Each 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 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 Owner, and the name and address of each person, firm, corporation, partnership, association, trust or other entity who is the Owner. Such notice shall be signed and dated by the Owner. The individual representative designated may be changed by the Owner at any time by filing a new notice in the manner herein provided.

Section 4. Quorum. The presence in person or by proxy of 35% of the 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 50% of those qualified to vote and present in person or by proxy (or written vote, if applicable) at a given meeting of the members of the Association. Whenever provided specifically here in, 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 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 50% of the units in Overbrook 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 Owners of 75% in number of all Units or 54 months after the first conveyance of legal or equitable title to a non-developer Owner of a Unit in the Project, whichever first occurs. The 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 10 days written notice thereof shall be given to each Owner.

Section 3. Annual Meetings. Annual meetings of members of the Association shall be held on the third Tuesday of March 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 8 months after the date of the First Annual Meeting. At such meetings there shall be elected by ballot of the Owners a Board of Directors in accordance with the requirements of Article XI of these Bylaws. The 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 Owners as directed by resolution of the Board of Directors or upon a petition signed by 1/3 of the 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 Owner of record, at least 10 days but not more than 60 days prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each 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 Owners cannot be held because a quorum is not in attendance, the Owners who are present may adjourn the meeting to a time not less than 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 which may be taken at a meeting of the members (except for the election or removal of Directors) may be taken without a meeting by written ballot of the members. Ballots shall be solicited in the same manner as provided in Section 5 for the giving of notice of meetings of members. Such solicitations shall specify (a) the number of responses needed to meet the quorum requirements; (b) the percentage of approvals necessary to approve the action; and (c) the time by which ballots must be received in order to be counted. The form of written ballot shall afford an opportunity to specify a choice between approval and disapproval of each matter and shall provide that, where the member specifies a choice, the vote shall be cast in accordance therewith. Approval by written ballot shall be constituted by receipt, within the time period specified in the solicitation, of (i) a number of ballots which equals or exceeds the quorum which would be required if the action were taken at a meeting; and (ii) a number of approvals which equals or exceeds the number of votes which would be required for approval if the action were taken at a meeting at which the total number of votes 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, or an approval of the minutes thereof. All such waivers, consents or approvals shall be filed with the corporate records or made apart of the minutes of the meeting.

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

## **ARTICLE X ADVISORY COMMITTEE**

Within one year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within 120 days after conveyance to purchasers of 1/3 of the Units, whichever first occurs, the Developer shall cause to be established an advisory Committee consisting of at least three non-developer Owners. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than 50% of the non-developer Owners petition the Board of

Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Owners and to aid in the transition of control of the Association from the Developer to purchaser Owners. The Advisory Committee shall cease to exist automatically when the non-developer Owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Owners.

## **ARTICLE XI BOARD OF DIRECTORS**

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

Section 2. Election of Directors.

(a) First Board of Directors. The First Board of Directors shall be comprised of two persons and such first Board of Directors, or its successors as selected by the Developer, shall manage the affairs of the Association until the appointment of the first non-developer Owners to the Board. Immediately prior to the appointment of the first non-developer Owner to the Board, the Board shall be increased in size from two persons to five persons. Thereafter, elections for non-developer Owner Directors shall be held as provided in subsections (b) and (c) below.

(b) Appointment of Non-developer Owners to Board Prior to First Annual Meeting. Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 25% of the Units, one of the three Directors shall be selected by non-developer Owners. When the required number of conveyances have been reached, the Developer shall notify the non-developer Owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification by the Owners to the Developer of the Director so elected, the Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

(i) Not later than 120 days after conveyance of legal or equitable title to non-developer Owners of 75% of the Units, the non-developer Owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least one Director as long as he owns at least 10% of all Units in the Project. Whenever the required conveyance level is achieved, a meeting of Owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.

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

(iii) If the calculation of the percentage of members of the Board of Directors that the non-developer Owners have the right to elect under subsection (ii), or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Owners under subsection (b) results in a sight of non-developer 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 Owners have the right to elect. After application of this formula the Developer shall have the right to elect the remaining members of the Board of Directors. Application of this subsection shall not eliminate the right of the Developer to designate one Director as provided in subsection (i).

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

(v) Once the Owners have acquired the right hereunder to elect a majority of the Board of Directors, annual meetings of 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 Owners.

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

- (a) To manage and administer the affairs of and to maintain the Condominium Project and the Common Elements thereof.
- (b) To levy and collect assessments from the members of the Association and to use the proceeds thereof for the purposes of the Association.
- (c) To carry insurance and collect and allocate the proceeds thereof.
- (d) To rebuild improvements after casualty.
- (e) To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium Project.
- ( f ) To acquire, maintain and improve; and to buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association.
- (g) To borrow money and issue 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 75% of all of the members of the Association.
- (h) To make rules and regulations in accordance with Article VI, Section L9 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 there to) 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 3 years or which is not terminable by the Association upon 90 days written notice thereof to the other party and no such contract shall violate the provisions of Section 55 of the Act.

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

Section 7. Removal. At any regular or special meeting of the Association duly called with due notice of the removal action proposed to be taken, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than 50% of all of the 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 35% requirement set forth in Article VIII, Section 4. Any Director whose removal has been proposed by the 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 Owners to serve before the First Annual Meeting may be removed before the First Annual Meeting in the same manner set forth in this paragraph for removal of Directors generally.

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

Section 9. Regular Meetings. Regular meetings of the Board of Directors may be held at such times and places as shall be determined from time to time by a majority of the Directors, but at least two such meetings shall be held during each fiscal year. Notice of regular meetings of the Board of Directors shall be given to each Director personally, by mail, telephone or telegraph, at least 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 3 days notice to each Director given personally, by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of two Directors.

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

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

Section 13. First Board of Directors. The actions of the first Board of Directors of the Association or any successors thereto selected 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 which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

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



## **ARTICLE XII OFFICERS**

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

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

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

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

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

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

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

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

### **ARTICLE XIII SEAL**

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

### **ARTICLE XIV FINANCE**

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

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

**ARTICLE XV  
INDEMNIFICATION OF OFFICERS AND DIRECTORS**

Every Director and officer of the Association shall be indemnified by the Association against all expenses and liabilities, including actual and reasonable counsel fees and amounts paid in settlement, incurred by or imposed upon him in connection with any threatened, pending or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which he may be a party or in which he may become involved by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except as otherwise prohibited by law ; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all owners thereof. Further, the Board of Directors is authorized to carry officers' and directors' liability insurance covering acts of the officers and Directors of the Association in such amounts as it shall deem appropriate.

**ARTICLE XVI  
AMENDMENTS**

Section 1. Proposal. Amendments to these Bylaws may be proposed by the Board of Directors of the Association acting upon the vote of the majority of the Directors or may be proposed by 1/3 or more in number of the Owners by instrument in writing signed by them.

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

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

Section 4. By Developer. Prior to the Transitional Control Date, these Bylaws may be amended by the Developer without approval from any other person so long as any such amendment does not materially alter or change the right of an 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 Wayne County Register of Deeds.

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

## **ARTICLE XVII COMPLIANCE**

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

Section 2. Recovery of Costs. In any proceeding arising because of an alleged default by any 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 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 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 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 Owner shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless in accordance with the provisions of Article XX thereof.

Section 5. Non-waiver of Right. The failure of the Association or of any 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 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 Owner or 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. An 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. An 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 Owner, occupant or guest of any provisions of the Condominium Documents including any duly adopted rules and regulations shall be grounds for assessment by the Association, acting through its duly constituted Board of Directors, of monetary fines against the involved Owner. Such Owner shall be deemed responsible for such violations whether they occur as a result of his personal actions or the actions of his family, guests, tenants or any other person admitted through such 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 Owner on notice as to the violation, shall be sent by first class mail, postage prepaid, or personally delivered to the representative of said Owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 3 of the Bylaws.
- (b) Opportunity to Defend. The offending 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 Owner be required to appear less than 10 days from the date of the Notice.
- (c) Default. Failure to respond to the Notice of Violation constitutes a default.
- (c) Hearing and Decision. Upon appearance by the Owner before the Board and presentation of evidence of defense, or, in the event of the Owner's default, the Board shall, by majority vote of a quorum of the Board, decide whether a violation has occurred and shall so notify such Owner within ten (10) days of its decision. 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 Owner or upon the decision of the Board as recited above, the following fines shall be Levied:

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

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

**ARTICLE XXI  
RIGHTS RESERVED TO DEVELOPER**

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

**ARTICLE XXII  
SEVERABILITY**

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





WAYNE COUNTY CONDOMINIUM  
SUBDIVISION PLAN No 329

EXHIBIT B TO THE MASTER DEED OF

# OVERBROOK

CITY OF WESTLAND, WAYNE COUNTY, MICHIGAN

ATTENTION: COUNTY REGISTER OF DEEDS  
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE  
ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER  
HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE  
PROPERLY SHOWN IN THE TITLE SHEET 1, AND THE  
SURVEYOR'S CERTIFICATE, SHEET 2.

LEGAL DESCRIPTION

Part of the S.E. 1/4 of Section 6 and part of the N.E. 1/4 of Section 7, T.25., R.9E., City of Westland, Wayne County, Michigan, being more particularly described as: Commencing at the South 1/4 corner of Section 6, being also the North 1/4 corner of Section 7, T.25., R.9E.; thence along the centerline of Hix Road, being also the North and South 1/4 line of said Section 6, N. 01° 01' 40" W., 200.44 feet; thence S. 89° 53' 18" E., 725.00 feet to the point of beginning; thence S. 89° 53' 18" E., 586.70 feet; thence along the West line of "Brandon Valley Subdivision", as recorded in Liber 100, Pages 86, 87 and 88, Wayne County Records, S. 00° 19' 22" W., 200.27 feet; thence along the South line of Section 6 and the North line of Section 7, N. 89° 53' 39" W., 234.49 feet; thence S. 00° 07' 19" W., 952.58 feet; thence N. 89° 50' 59" W., 701.82 feet; thence N. 14° 58' 36" W., 216.57 feet; thence N. 89° 50' 19" W., 269.67 feet; thence along the East right-of-way line of Hix Road due North 378.32 feet; thence S. 89° 54' 39" E., 406.68 feet; thence N. 00° 02' 03" E., 364.23 feet; thence along said South line of Section 6 and North line of Section 7, S. 89° 53' 39" E., 85.00 feet; thence N. 43° 00' 12" E., 273.45 feet to the point of beginning. Containing 904,946 square feet or 20.775 acres.

INDEX

- 1 COVER SHEET
- 2 SURVEY PLAN
- 3 SURVEY PLAN
- 4 SURVEY PLAN
- 5 SITE PLAN
- 6 SITE PLAN
- 7 SITE PLAN
- 8 UNIT DATA SHEET
- 9 UTILITY PLAN
- 10 UTILITY PLAN
- 11 UTILITY PLAN

DEVELOPER  
KIME BROTHERS, INC.  
24768 LANSEN, SUITE 1  
SOUTHFIELD, MICHIGAN 48034  
313-358-4848

SURVEYOR  
NOWAK & FRANK CORPORATION  
1310 N. STEPHENSON HIGHWAY  
ROYAL OAK, MICHIGAN 48067  
(313) 399-0886

WAYNE CO. CONDO PLAN NO. \_\_\_\_\_  
PROPOSED 7 - 27 - 92

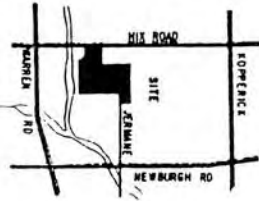




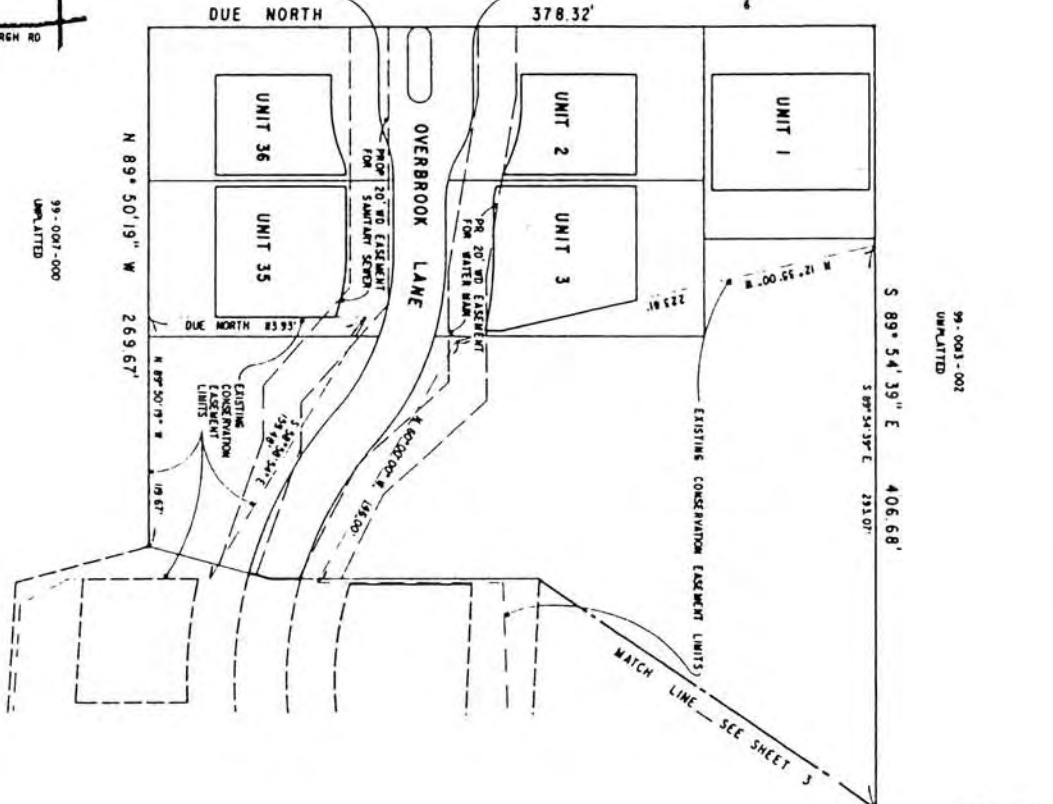
MEASURED  
ARROW ON HD  
ELEV. 644.72  
LAST 2001

HIX ROAD 86 FT. WIDE

CENTERLINE OF HIX ROAD



LOCATION MAP



99-003-002  
UNPLATTED

S 89° 54' 39" E 406.68'

EXISTING CONSERVATION EASEMENT LIMITS

MATCH LINE - SEE SHEET 3

N 89° 50' 19" W 269.67'

99-001-000  
UNPLATTED

**FLOOD HAZARD NOTE**

This property is not within the flood hazard area as indicated by Flood Hazard Boundary Map 260739 0005A, City of Westland, Wayne County, Michigan, as prepared by the Department of Housing and Urban Development, Federal Insurance Administration, Identification date January 17, 1985.

**SURVEYORS CERTIFICATE**  
I, JAMES P. FRAUS, REGISTERED LAND SURVEYOR OF THE STATE OF MICHIGAN, HEREBY CERTIFY THAT THE SUBDIVISION PLAN ABOVE IS MY OWN COUNTY CORNER SURVEY PLAN NO. 329 AS SHOWN ON THE ACCOMPANYING DRAWINGS, REPRESENTS A SURVEY ON THE GROUND MADE UNDER MY DIRECTION, THAT THERE ARE NO EXISTING ENCUMBRANCES UPON THE LANDS AND PROPERTY HEREIN DESCRIBED, THAT THE REQUIRED CORNERMENTS AND ROW MARKERS HAVE BEEN LOCATED IN THE GROUND AS REQUIRED BY RULES PROULDATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1976, THAT THE ACCURACY OF THIS SURVEY IS WITHIN THE LIMITS REQUIRED BY THE RULES PROULDATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1976, THAT THE READINGS AS SHOWN ARE NOTED ON SURVEY PLAN AS REQUIRED BY THE RULES PROULDATED UNDER SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1976.

JAMES P. FRAUS - REGISTERED LAND SURVEYOR DATE 7-27-92  
NUMBER 11089 NOWAK AND FRAUS CORP.  
130 STEPHENSON HWY.  
ROYAL OAK, MICHIGAN



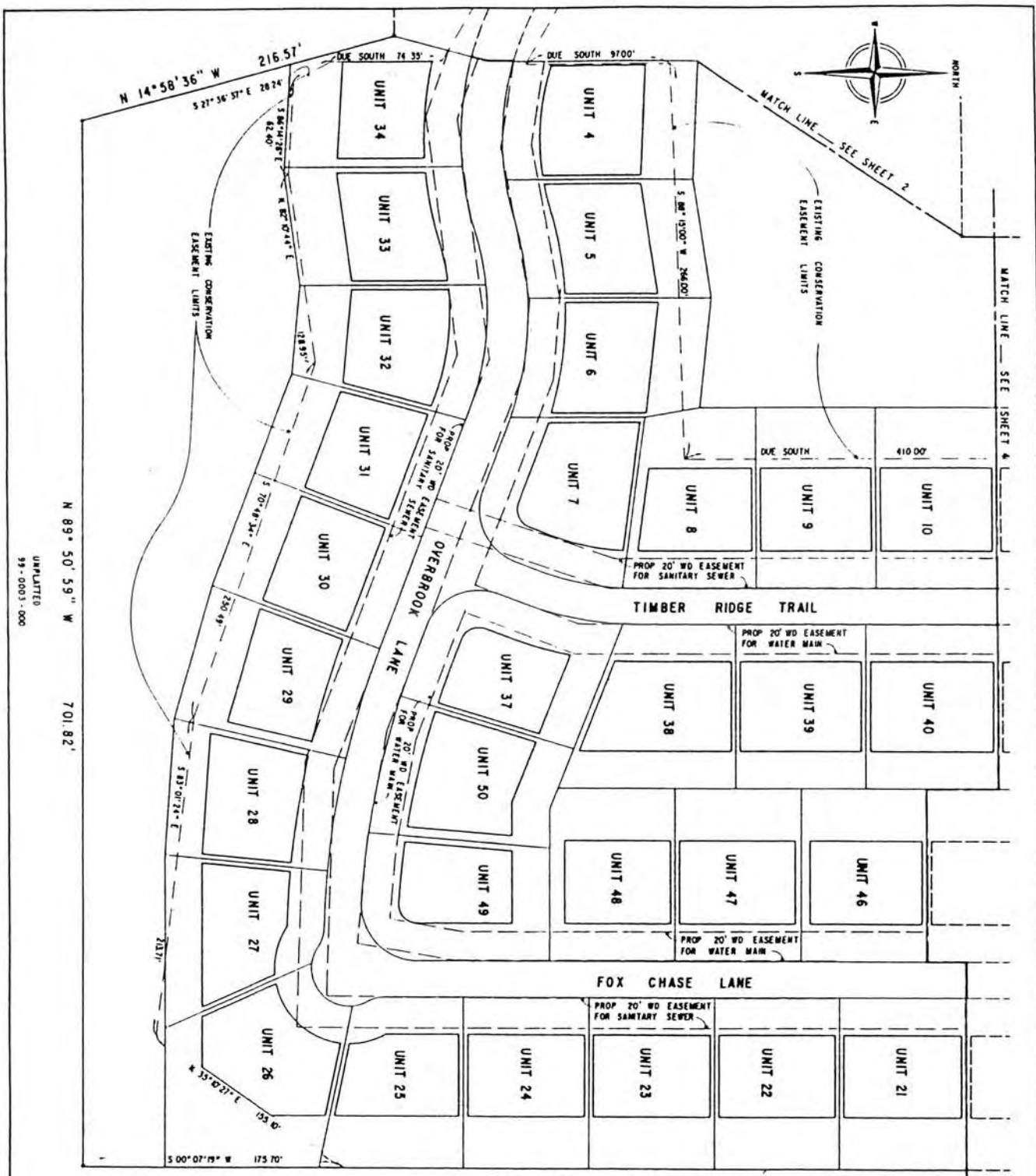
- LEGEND**
- BOUNDARY
  - SET POINT

**NOTE**  
ALL BEARINGS ARE IN REFERENCE TO THE BEARING OF THE SOUTH LINE OF SECTION 6 AS SHOWN ON SECTION 142 OF ACT NUMBER 59 OF THE PUBLIC ACTS OF 1976, AND ALL DISTANCES ARE AS SHOWN ON THESE RECORDS WHERE COUNTY RECORDS

**SURVEY PLAN**

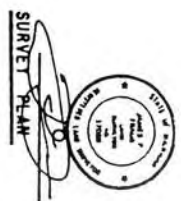
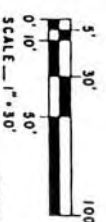


WAYNE CO CONDO PLAN NO. 329  
PROPOSED 7-27-92



UNPLATTED  
99-0003-000

N 89° 50' 59" W 701.82'



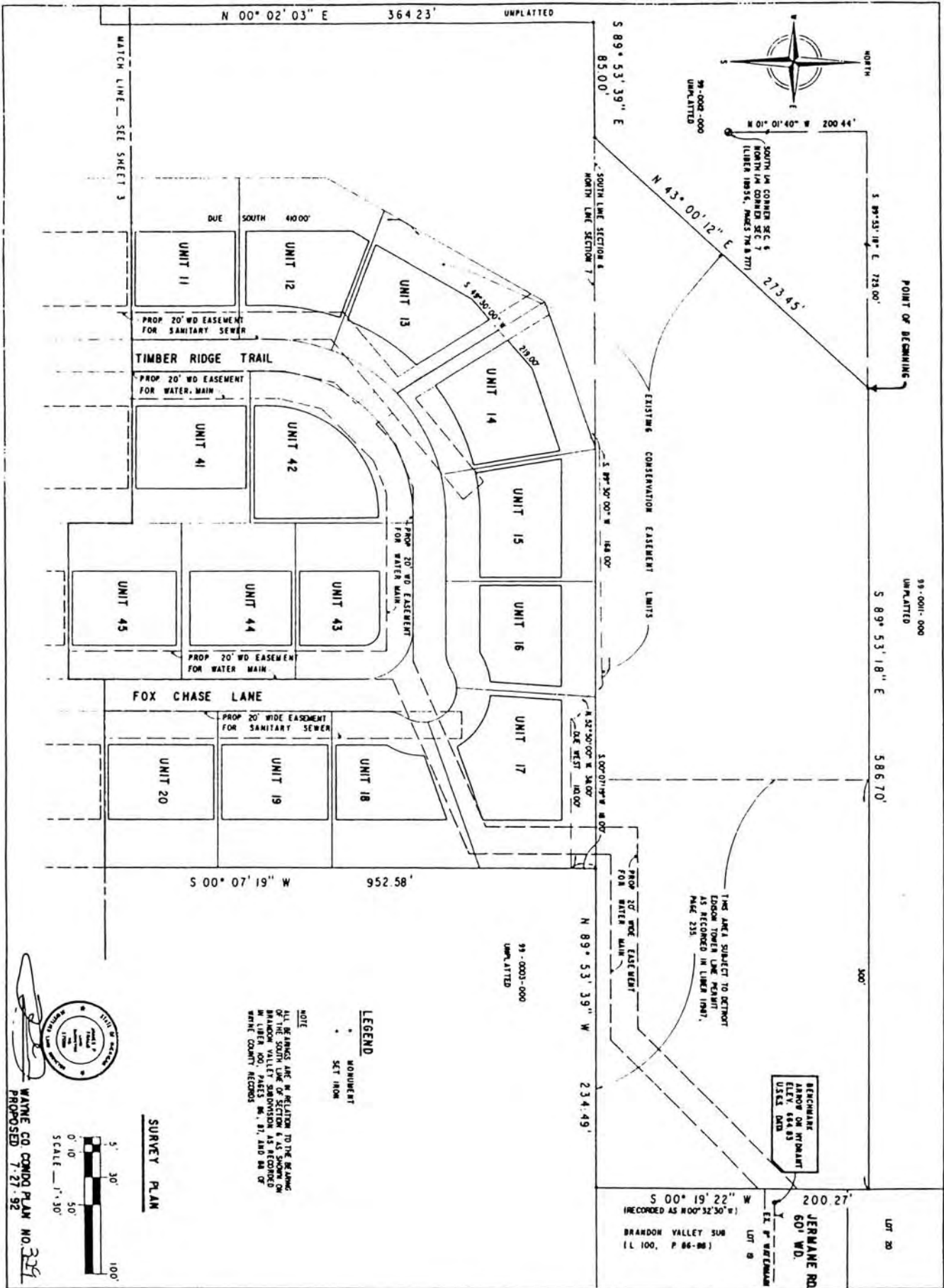
**NOTE**  
BEARING AND DISTANCE TO THE REMAINING  
ALL THE SOUTH LINE OF SECTION 6 AS SHOWN ON  
BRANDON VALLEY SUBDIVISION AS RECORDED  
IN THE PUBLIC RECORDS, M. S. AND IN THE  
WAYNE COUNTY RECORDS.

**LEGEND**  
MONUMENT  
SET IRON

S 00° 07' 19" W 952.58'

UNPLATTED  
99-0003-000

WAYNE CO CONDO PLAN NO. 324  
PROPOSED 7-27-92



**LEGEND**

- MONUMENT
- SET IRON

**NOTE**

ALL BEARINGS ARE IN RELATION TO THE BEARING OF THE SOUTH LINE OF SECTION 6 AS SHOWN ON BRANDON VALLEY SUBDIVISION AS RECORDED IN PLAT BOOK NO. 81, AND IN DEED COUNTY RECORDS.

**SURVEY PLAN**

SCALE 1" = 30'

5' 30' 100'

0' 10' 50'

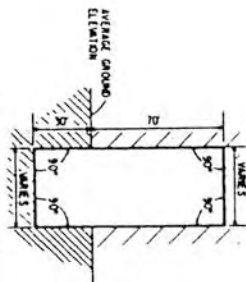
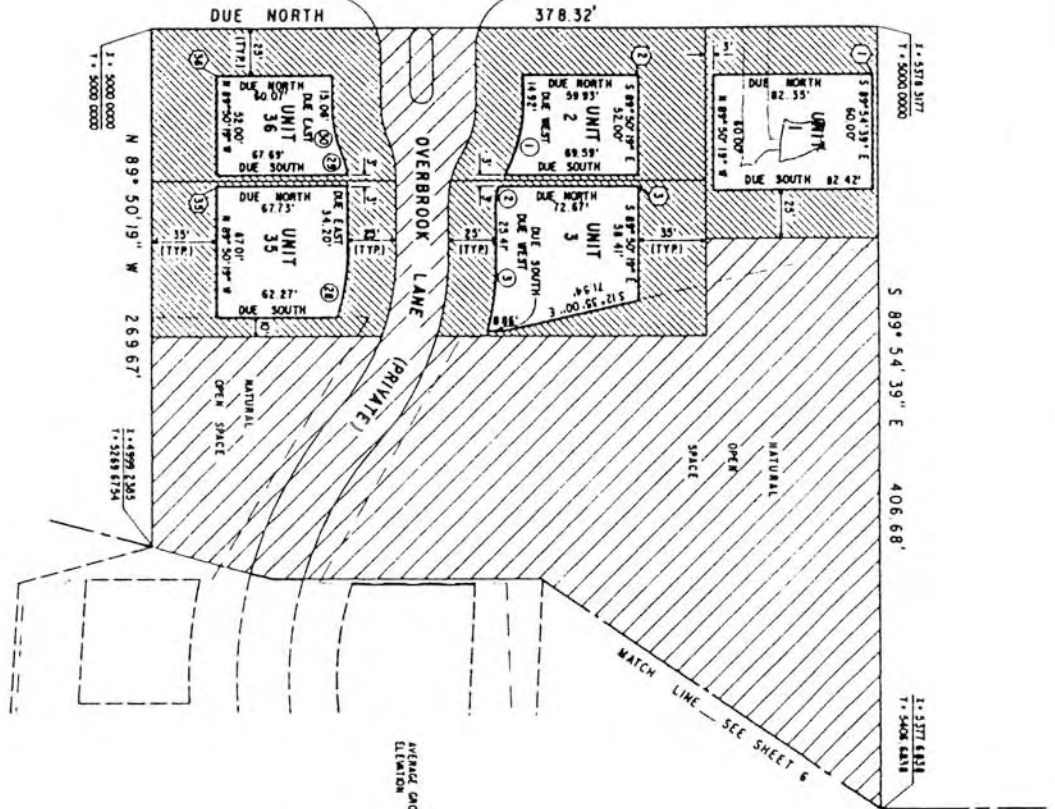
WAYNE CO CONDO PLAN NO. 329  
PROPOSED 7-27-92

<p><b>OVERBROOK</b></p> <p>1-27-92</p> <p>7158</p> <p>4</p>	<p><b>NOWAK &amp; FRAUS</b></p> <p>Civil Engineers Land Surveyors</p> <p>1201 N. Independence Blvd., Suite 100, Michigan (48107) Tel: (313) 394-1000</p>	<p><b>FILED</b></p> <p>RECORDED</p> <p>INDEXED</p> <p>7-27-92</p> <p>1" = 30'</p>



HIX ROAD 86 FT. WIDE

CENTERLINE OF HIX ROAD



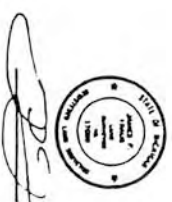
TYPICAL UNIT SECTION NOT TO SCALE

**CURVE DATA**

NO.	BEARING	ARC	DELTA	CHORD	CH BEARING
1	115.00	38.78	127.37	38.23	N72.11°E
2	115.00	4.96	107.54	4.92	N72.11°E
3	115.00	40.13	137.04	40.07	N72.11°E
4	115.00	33.43	107.54	33.29	N72.11°E
5	115.00	4.96	107.54	4.92	N72.11°E
6	115.00	38.78	127.37	38.23	N72.11°E

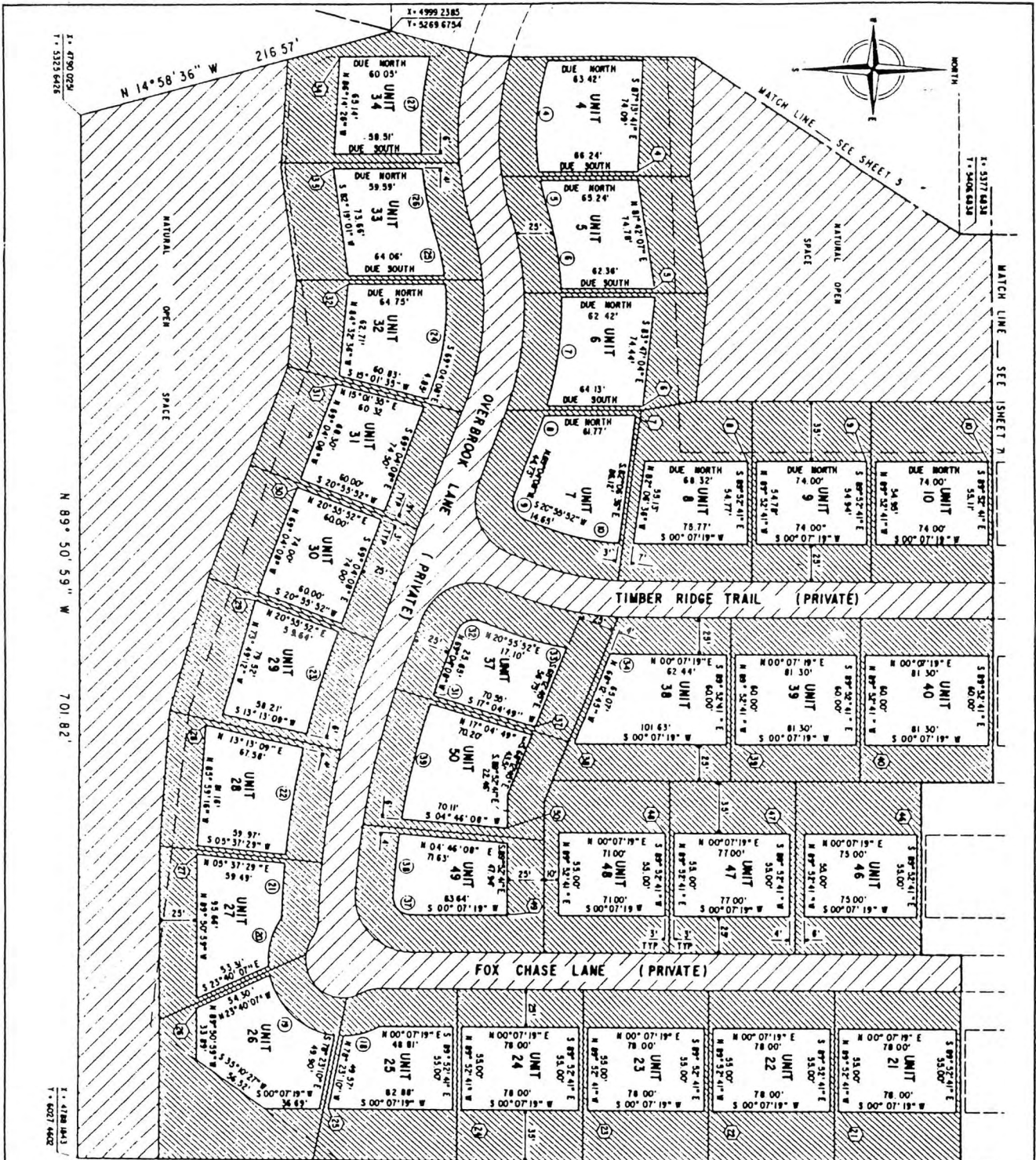
**NOTES**  
 ALL LIMITED COMMON ELEMENT AREAS ARE DESCRIBED IN THE TYPICAL UNIT SECTION.  
 TYPICAL SHORTLAND TO BE 3 FT. UNLESS OTHERWISE NOTED.

- LEGEND**
- LIMITS OF OWNERSHIP
  - GENERAL COMMON ELEMENT
  - LIMITED COMMON ELEMENT
  - ① CURVE NUMBER
  - ② UNIT COORDINATE POINT



WAYNE CO CONDO PLAN NO. 3-24  
 PROPOSED 7-27-92





500' 07' 19" W 952.58'

INCLASIONS	ARC	DELTA	CHORD	CH. MEASUREMENT	
1	165.00	74.92	287.00	74.28	867.07
2	165.00	74.92	287.00	74.28	867.07
3	165.00	74.92	287.00	74.28	867.07
4	165.00	74.92	287.00	74.28	867.07
5	165.00	74.92	287.00	74.28	867.07
6	165.00	74.92	287.00	74.28	867.07
7	165.00	74.92	287.00	74.28	867.07
8	165.00	74.92	287.00	74.28	867.07
9	165.00	74.92	287.00	74.28	867.07
10	165.00	74.92	287.00	74.28	867.07
11	165.00	74.92	287.00	74.28	867.07
12	165.00	74.92	287.00	74.28	867.07
13	165.00	74.92	287.00	74.28	867.07
14	165.00	74.92	287.00	74.28	867.07
15	165.00	74.92	287.00	74.28	867.07
16	165.00	74.92	287.00	74.28	867.07
17	165.00	74.92	287.00	74.28	867.07
18	165.00	74.92	287.00	74.28	867.07
19	165.00	74.92	287.00	74.28	867.07
20	165.00	74.92	287.00	74.28	867.07
21	165.00	74.92	287.00	74.28	867.07
22	165.00	74.92	287.00	74.28	867.07
23	165.00	74.92	287.00	74.28	867.07
24	165.00	74.92	287.00	74.28	867.07
25	165.00	74.92	287.00	74.28	867.07
26	165.00	74.92	287.00	74.28	867.07
27	165.00	74.92	287.00	74.28	867.07
28	165.00	74.92	287.00	74.28	867.07
29	165.00	74.92	287.00	74.28	867.07
30	165.00	74.92	287.00	74.28	867.07
31	165.00	74.92	287.00	74.28	867.07
32	165.00	74.92	287.00	74.28	867.07
33	165.00	74.92	287.00	74.28	867.07
34	165.00	74.92	287.00	74.28	867.07
35	165.00	74.92	287.00	74.28	867.07
36	165.00	74.92	287.00	74.28	867.07
37	165.00	74.92	287.00	74.28	867.07
38	165.00	74.92	287.00	74.28	867.07
39	165.00	74.92	287.00	74.28	867.07
40	165.00	74.92	287.00	74.28	867.07
41	165.00	74.92	287.00	74.28	867.07
42	165.00	74.92	287.00	74.28	867.07
43	165.00	74.92	287.00	74.28	867.07
44	165.00	74.92	287.00	74.28	867.07
45	165.00	74.92	287.00	74.28	867.07
46	165.00	74.92	287.00	74.28	867.07
47	165.00	74.92	287.00	74.28	867.07
48	165.00	74.92	287.00	74.28	867.07
49	165.00	74.92	287.00	74.28	867.07
50	165.00	74.92	287.00	74.28	867.07

**LEGEND**

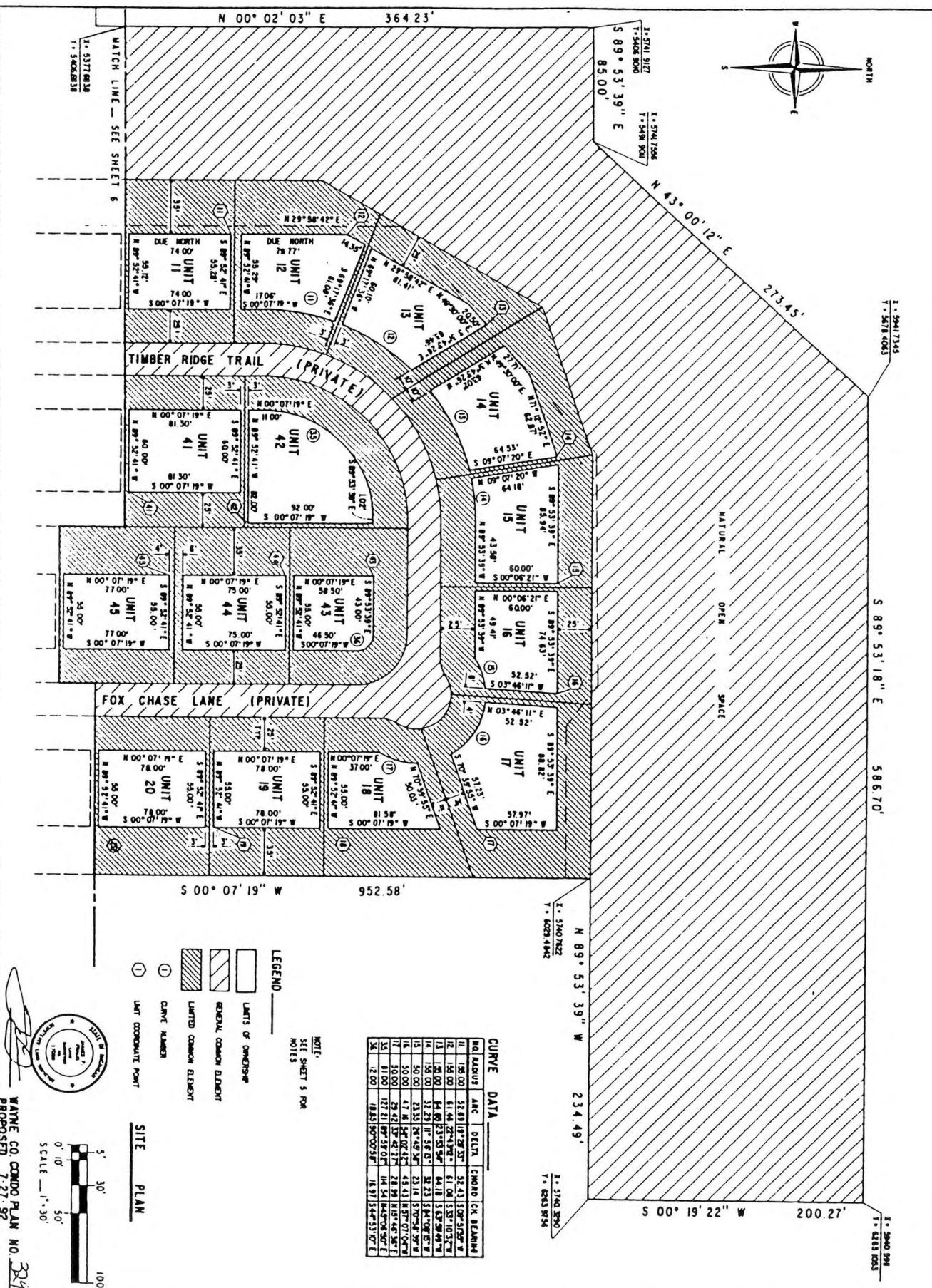
- UNITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ▩ LIMITED COMMON ELEMENT
- UNIT NUMBER
- ① UNIT COMPONENT POINT

**NOTE:**  
SEE SHEET 3 FOR NOTES

**SITE PLAN**

SCALE: 1" = 30'

0' 10" 30' 100'



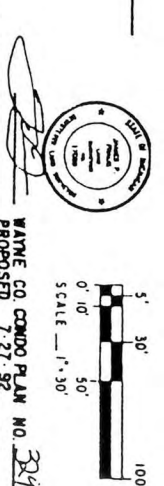
**CURVE DATA**

NO.	RADIUS	ARC	DELTA	CHORD	CHORD BEARING
11	150.00	32.83	112° 28' 55"	32.43	S 102° 51' 50" W
12	150.00	61.66	224° 57' 50"	61.08	S 53° 10' 32" W
13	150.00	90.49	337° 27' 50"	90.18	S 8° 39' 44" W
14	150.00	119.32	450° 00' 00"	119.32	S 00° 00' 00" W
15	150.00	148.15	562° 30' 50"	148.15	S 40° 51' 50" W
16	150.00	176.98	674° 59' 50"	176.98	S 81° 42' 50" W
17	150.00	205.81	787° 29' 50"	205.81	S 122° 33' 50" W
18	150.00	234.64	900° 00' 00"	234.64	S 153° 00' 00" W
19	150.00	263.47	1012° 29' 50"	263.47	S 193° 51' 50" W
20	150.00	292.30	1124° 59' 50"	292.30	S 234° 42' 50" W

**LEGEND**

- ▭ LIMITS OF OWNERSHIP
- ▨ GENERAL COMMON ELEMENT
- ▧ LIMITED COMMON ELEMENT
- CURVE NUMBER
- UNIT CORNER POINT

**NOTE:**  
SEE SHEET 5 FOR NOTICES



UNIT NO.	UNIT AREA (AVERAGE MEASUREMENT)	UNIT ELEVATION	UNITED COMMON ELEMENT AREA IN SQUARE FEET	X COORDINATE	Y COORDINATE
1	4943	664.5	4889	5375.2787	5025.0000
2	3331	664.0	5563	5333.9306	5073.0000
3	3000	662.2	5816	5323.7671	5083.0000
4	3008	659.7	5824	5383.7333	5383.6806
5	4828	659.7	5250	5174.6888	5443.6806
6	4938	660.2	5115	5164.7041	5323.6806
7	3418	661.0	4603	5182.4994	5329.6806
8	3940	661.5	5673	5324.6248	5360.6453
9	4080	662.0	5540	5316.6250	5360.6453
10	4072	662.3	5528	5316.6253	5360.6453
11	4083	663.0	5315	5478.6293	5360.6453
12	4790	663.5	5923	5561.3828	5360.6453
13	4684	663.2	5836	5683.9242	5627.1200
14	4994	663.5	5849	5719.3111	5723.0748
15	4800	663.7	4721	5716.1984	5814.9394
16	4281	663.5	4830	5716.0088	5893.5839
17	5860	663.5	7741	5437.8602	5994.5079
18	3813	663.5	6217	5348.7649	5984.0781
19	4290	662.5	5370	5463.7851	5993.8985
20	4290	662.5	5370	538.7743	5993.7208
21	4290	662.5	5370	5297.7656	5993.5443
22	4290	662.5	5370	5213.7637	5993.3637
23	4290	662.0	5370	5123.7639	5993.1831
24	4290	662.0	5370	5043.7681	5993.0045
25	4131	662.0	5491	4954.8904	5992.8178
26	5438	661.0	7848	4887.9430	5972.2705
27	4436	660.5	4801	4884.2313	5824.0493
28	4819	660.2	4642	4871.0234	5717.0702
29	4390	660.5	5684	4907.6077	5603.1148
30	4440	660.5	5160	4935.6335	5678.2817
31	4284	660.5	4944	4982.3771	5502.8888
32	4664	659.7	4848	4970.0087	5440.8806
33	4472	659.2	5293	4960.1951	5361.6806
34	3757	659.2	5685	4984.8817	5228.6806
35	4484	662.5	5635	5014.7663	5093.0000
36	3238	664.5	6318	5034.8237	5025.0000
37	3908	661.0	6102	5094.1877	5737.5340
38	3368	661.7	5287	5120.7463	5749.1534
39	4878	662.2	4725	5228.3787	5749.3942
40	4878	663.0	4725	5315.6785	5749.5784
41	4878	663.7	4725	5402.9783	5749.7634
42	6136	663.7	4634	5480.2385	5771.9510
43	3187	663.2	6487	5582.1871	5810.1465
44	4175	663.0	5535	5917.6872	5810.0094
45	4230	663.0	5425	5432.6674	5803.8287
46	4123	662.7	5535	5349.6676	5809.6322
47	4233	662.2	5425	5264.6678	5809.4715
48	3905	661.7	5714	5181.6678	5809.2951
49	3790	661.0	5912	5073.8886	5808.1000
50	4944	660.7	4734	5075.5433	5844.0894

UNIT DATA SHEET



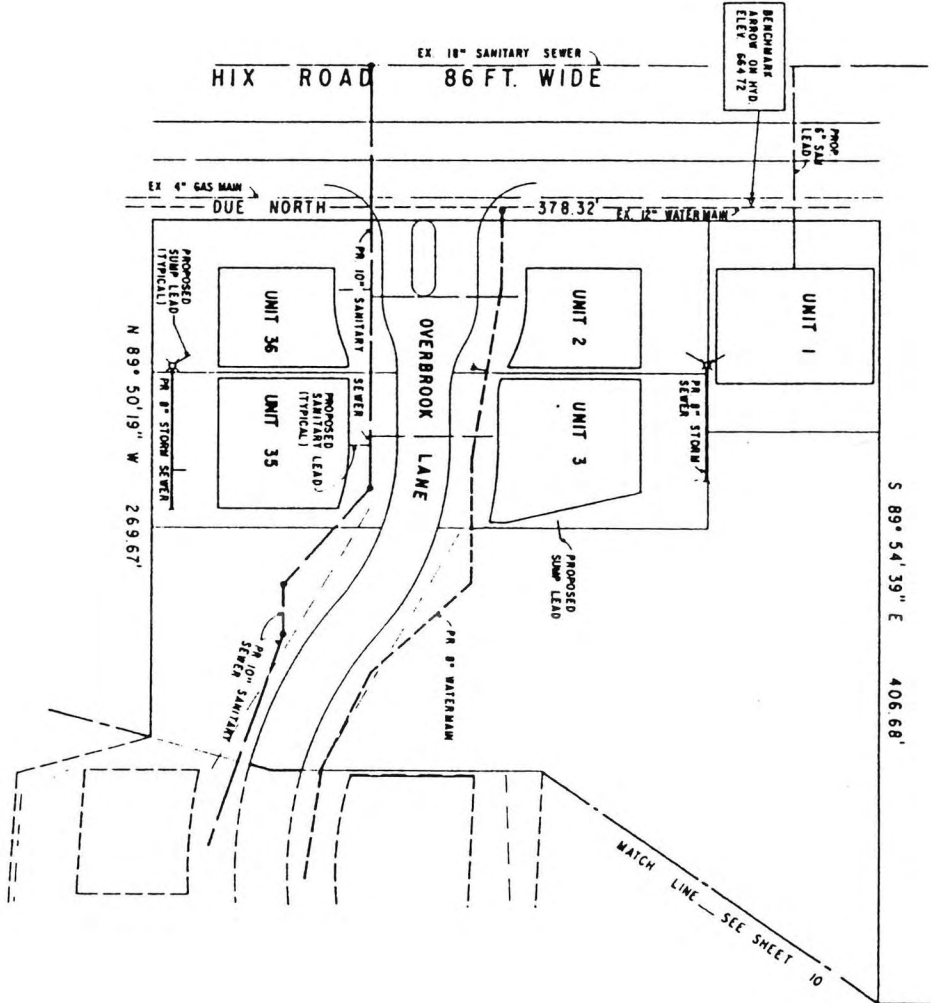
WAYNE CO. CONDO PLAN NO. 325  
PROPOSED 7.27.92

OVERBROOK  
7.27.92  
7158

**NOWAK & FRAUS**  
Civil Engineers Land Surveyors  
1210 N. Stephenson Hwy Royal Oak Michigan (48067) Tel (313) 888 0686

DATE	7.27.92
BY	7158
CHECKED	
APPROVED	
SCALE	
PROJECT	
NO.	
SHEET	8





**GENERAL NOTES:**

All units are serviced with sanitary sewer and water by CANTON Township. Information as shown, obtained from plans prepared by Nowak & Fraus Corporation.

All units will be serviced with electric by Detroit Edison Company, Telephone by Michigan Bell Telephone Company and gas by Consumers Power Company.

Utilities as shown, indicate approximate locations of facilities only, as disclosed by the records of the various utility companies and no guarantee is given either as to completeness or accuracy thereof.

Roads and storm drains must be built. The sanitary sewer mains, water mains and lines for electric, gas and telephone must be built as necessary to service the units shown. The water and sanitary sewer leads must be built approximately as shown on the drawing. Extension of the leads to connect with residences need not be built.

Telecommunications and electrical service to be within public utility easement as determined by respective utility company and shall be depicted on the as-built.

All building to be serviced by 6" sanitary leads, 3" sump leads, 1" water service, and 3/4" gas service.

**NOTE**  
UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF THE CITY OF CANTON. NO GUARANTEE CAN BE MADE TO THE ACCURACY OR EXISTENCE OF LOCATIONS.  
PROPOSED UTILITY LOCATIONS WERE OBTAINED FROM CONSTRUCTION DRAWINGS PROVIDED BY NOWAK & FRAUS.

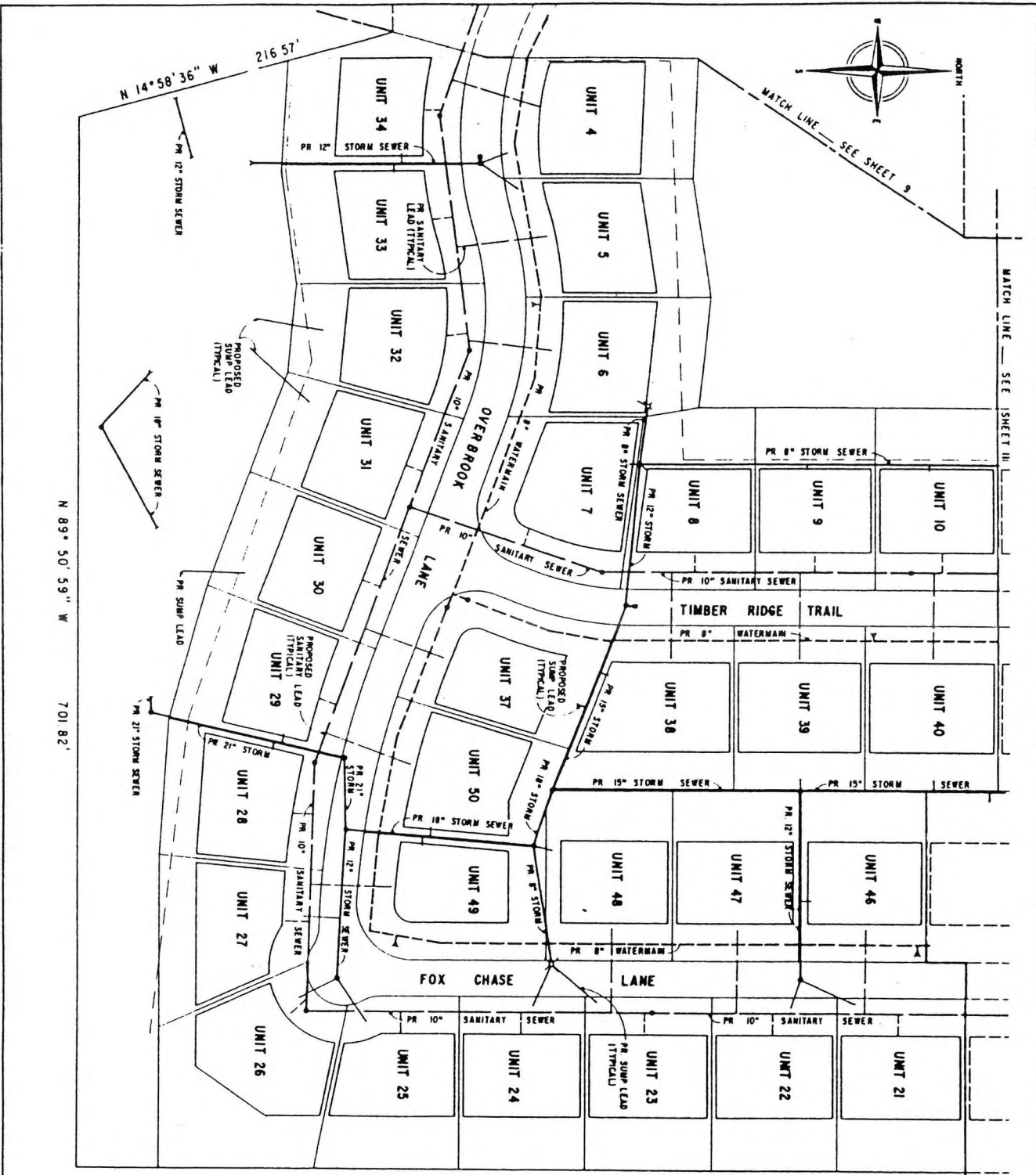
**LEGEND**

---	EXISTING SANITARY SEWER
---	PROPOSED SANITARY SEWER
---	EXISTING WATER MAIN
---	PROPOSED WATER MAIN
---	EXISTING STORM SEWER
---	PROPOSED STORM SEWER
---	EXISTING GAS MAIN
---	CATCH BASIN
○	MANHOLE
○	LEAK VALVE
○	PROPOSED (EXISTING)
○	PROPOSED (PROPOSED)
○	MONUMENT

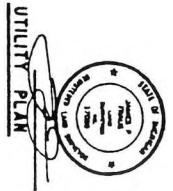
**UTILITY PLAN**



VAINE CO CONDO PLAN NO. 329  
PROPOSED 7-27-92



WAYNE CO CONDO PLAN NO. 324  
 PROPOSED 7-27-92



- LEGEND**
- EXISTING SANITARY SEWER
  - PROPOSED SANITARY SEWER
  - EXISTING STORM SEWER
  - PROPOSED STORM SEWER
  - EXISTING WATERMAIN
  - PROPOSED WATERMAIN
  - EXISTING SUMP LEAD
  - PROPOSED SUMP LEAD
  - CATCH BASIN
  - MANHOLE
  - GATE VALVE
  - INTERCEPT (DISTINGUISH FROM PROPOSED)
  - MONUMENT

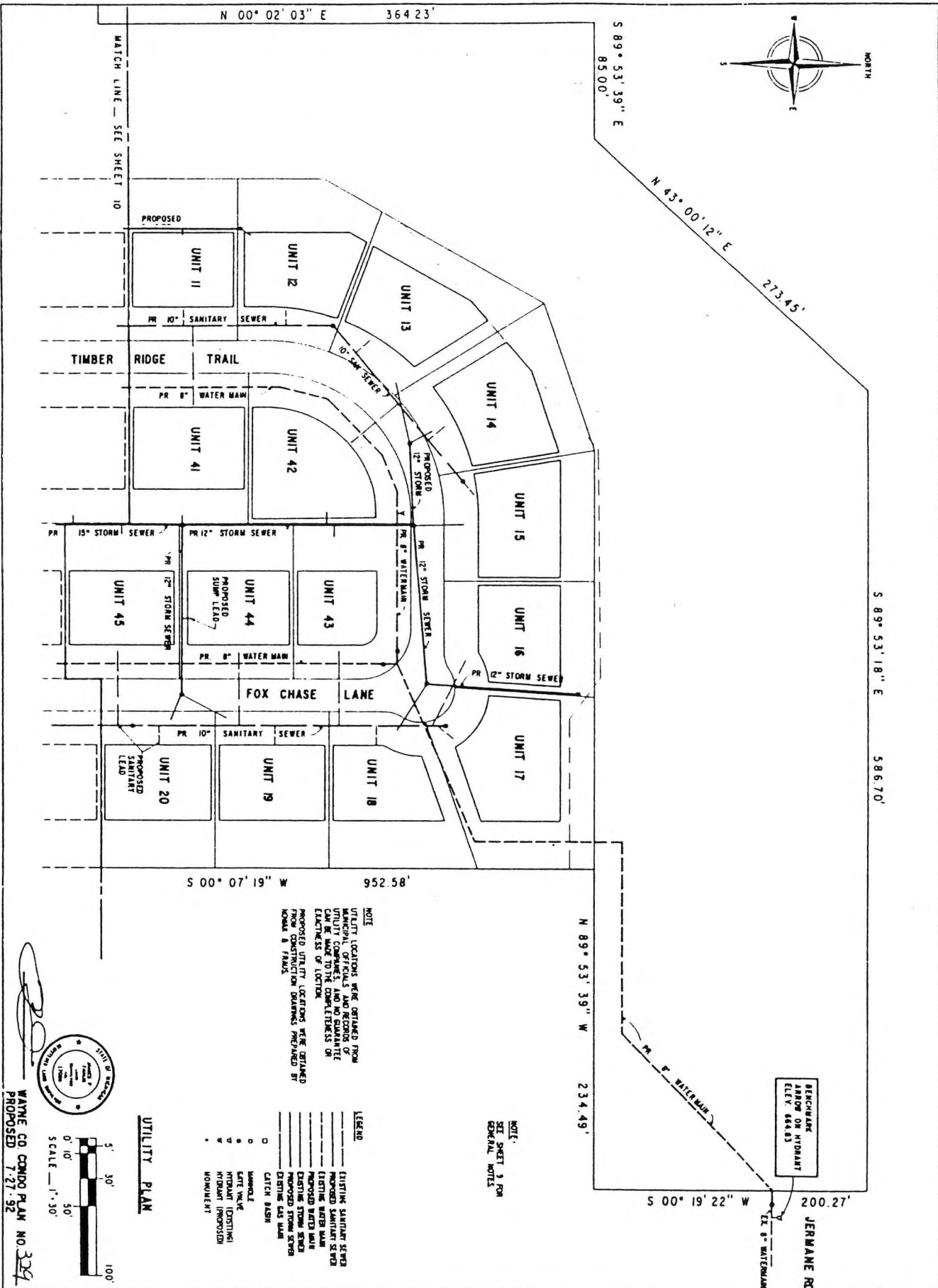
**NOTE**  
 UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF PUBLIC UTILITIES COMPANIES OR FIELD SURVEYING. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF LOCATIONS.  
 PROPOSED UTILITY LOCATIONS WERE OBTAINED FROM A PRIVATE SURVEYOR. THE CONTRACTOR SHALL VERIFY THE EXISTENCE OF LOCATIONS.  
 SEE SHEET 9 FOR GENERAL NOTES

DATE	7-27-92
BY	TWF
CHECKED	7158
SCALE	1" = 30'
PROJECT NUMBER	10

**OVERBROOK**

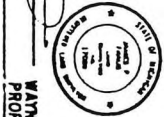
**NOWAK & FRAUS**  
 Civil Engineers Land Surveyors  
 1210 N. Stephenson Hwy Royal Oak Michigan 48067 Tel (313) 306-0800

DATE	7-27-92
BY	TWF
CHECKED	7158
SCALE	1" = 30'
PROJECT NUMBER	10



**NOTE:**  
 UTILITY LOCATIONS WERE OBTAINED FROM MUNICIPAL OFFICIALS AND RECORDS OF UTILITY COMPANIES AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR EXISTENCE OF LOCATIONS.  
 PROPOSED UTILITY LOCATIONS WERE OBTAINED FROM CONSTRUCTION DOCUMENTS PROVIDED BY HOMEOWNERS.

- LEGEND**
- EXISTING SANITARY SEWER
  - PROPOSED SANITARY SEWER
  - EXISTING WATER MAIN
  - PROPOSED WATER MAIN
  - EXISTING STORM SEWER
  - PROPOSED STORM SEWER
  - DRAINING GAS MAIN
  - CATCH BASIN
  - MANHOLE
  - FORT VALVE
  - HYDRANT (EXISTING)
  - HYDRANT (PROPOSED)
  - MONUMENT



WAYNE CO CONDO PLAN NO. 329  
 PROPOSED 7-27-92



**NOTE:**  
 SEE SHEET 3 FOR GENERAL NOTES





Michigan Department of Commerce

Lansing, Michigan

*This is to Certify That Articles of Incorporation of*

OVERBROOK ASSOCIATION

*were duly filed in this office on the 15<sup>th</sup> day of JUNE, 1992,*  
*in conformity with Act 162, Public Acts of 1982.*

*In testimony whereof, I have hereunto set my*  
*hand and affixed the Seal of the Department*  
*in the City of Lansing, this 15<sup>th</sup> day*  
*of JUNE, 1992*

*Carl L. Ison*

CORPORATION AND SECURITIES BUREAU

*Director*

STATE OF MICHIGAN  
 DEPARTMENT OF COMMERCE  
 CORPORATION AND SECURITIES BUREAU  
 CORPORATION DIVISION  
 LANSING, MICHIGAN

( THIS IS A PART OF THE DOCUMENT DESCRIBED BELOW )

NAME OF CORPORATION OR LIMITED PARTNERSHIP: <i>Overbrook Associates</i>	
DOCUMENT: <i>Articles of Incorporation</i>	
DO NOT WRITE IN SPACES BELOW - FOR BUREAU USE	
<p><b>FILED</b></p> <p>JUN 01 1992</p> <p>Administrator                  MICHIGAN DEPT. OF COMMERCE                  Corporation &amp; Securities Bureau</p>	Date Received:
IDENTIFICATION NUMBER	733-763

**NON-PROFIT  
ARTICLES OF INCORPORATION**

These Articles of Incorporation are signed and acknowledged by the incorporator for the purpose of forming a nonprofit corporation under the provisions of Act No. 162 of the Public Acts of 1982. as follows:

**ARTICLE I**

**NAME**

The name of the corporation is Overbrook Association.

**ARTICLE II**

**PURPOSES**

The purposes for which the corporation is formed are as follows:

- (a) To manage and administer the affairs of and to maintain Overbrook, a condominium (herein after called "Condominium"):
- (b) To levy and collect assessments against and from the members of the corporation and to use the proceeds thereof for the purposes of the corporation:
- (c) To carry insurance and to collect and allocate the proceeds thereof:
- (d) To rebuild improvements after casualty:
- (e) To contract for and employ persons, firms, or corporations to assist in management, operation, maintenance and administration of said Condominium:
- (f) To make and enforce reasonable regulations concerning the use and enjoyment of said Condominium:
- (g) To own, maintain and improve, and to buy, sell, convey, assign, mortgage, or lease (as landlord or tenant) any real and personal property, including, but not limited to, any Unit in the Condominium, any easements or license or any other real property, whether or not contiguous to the Condominium, for the purpose of providing benefit to the members of the corporation and in furtherance of any of the purposes of the corporation:
- (h) To borrow money and issue evidences of indebtedness in furtherance of any or all of the objects of its business; to secure the same by mortgage, pledge or other lien:
- (i) To enforce the provisions of the Master Deed and Bylaws of the Condominium and of these Articles of Incorporation and such Bylaws and rules and regulations of this corporation as may hereinafter be adopted:
- (j) To do anything required of or permitted to it as administrator of said Condominium by the Condominium Master Deed or Bylaws or by Act No. 59 of Public Acts of 1978. or amended: and
- (k) In general, to enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement, and operation of said Condominium and to the accomplishment of any of the purposes thereof.

**ARTICLE III**

Address of the First registered office is 24768 Lahser Road. Suite I. Southfield, Michigan 48076.

**ARTICLE IV**

The name of the first resident agent is Robert D. Kime.

**ARTICLE V**

The name of the incorporator is Suzanne S. Reynolds and her place of business is 505 North Woodward Avenue, Suite 3000. Bloomfield Hills, Michigan 48304.





**ARTICLE VI**  
**BASIS OF ORGANIZATION AND ASSETS**

Said corporation is organized upon a non-stock membership basis

The value of assets which said corporation possesses is:

Real Property: None

Personal Property: None

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

**ARTICLE VII**  
**EXISTENCE**

The term of corporate existence is perpetual.

**ARTICLE VIII**  
**MEMBERSHIP AND VOTING**

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

(a) The Developer of the Condominium and each Co-owner of a Unit in the Condominium shall be members of the corporation, and no other person or entity shall be entitled to membership; except that the subscriber hereto shall be a member of the corporation until such time as her membership shall terminate, as hereinafter provided.

(b) Membership in the corporation (except with respect to the incorporator, who shall cease to be a member upon the recording of the Master Deed) shall be established by acquisition of fee simple title to a Unit in the Condominium and by recording with the Register of Deeds of Wayne County, Michigan, a deed or other instrument establishing a change of record title to such Unit and the furnishing of evidence of same satisfactory to the corporation (except that the Developer of the Condominium shall become a member immediately upon establishment of the Condominium) the new Co-owner thereby becoming a member of the corporation, and the membership of the prior Co-owner thereby being terminated. The Developer's membership shall continue until the Developer no longer owns any Unit in the Condominium.

(c) The share of a member in the funds and assets of the corporation cannot be assigned, pledged, encumbered or transferred in any manner except as an appurtenance to Owner's Unit in the Condominium.

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

**ARTICLE IX**  
**LIMITATION OF LIABILITY OF DIRECTORS**

No volunteer director, as that term is defined in Act 152, Public Acts of 1982, as amended ("Act"), shall be personally liable to the corporation or its members for monetary damages for breach of fiduciary duty as a director, provided that the foregoing shall not eliminate the liability of a director for any of the following: (i) breach of the director's duty of loyalty to the corporation or its members; (ii) acts or omissions not in good faith or that involve intentional misconduct or a knowing violation of law; (iii) a violation of Section 551(1) of the Act; (iv) a transaction from which the director derived an improper personal benefit; or (v) an act or omission that is grossly negligent. If the Act hereafter is amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the corporation, in addition to the limitation on personal liability contained herein, shall be limited to the fullest extent permitted by the amended Act. No amendment or repeal of this Article IX shall apply to or have any effect on the liability of any director of the corporation for or with respect to any acts or omissions of such director occurring prior to such amendment or repeal.

Signed this 21st day of May, 1992.



Suzanne S. Reynolds, Incorporator

When filed, return to:

Suzanne S. Reynolds of DYKEMA GOSSETT  
505 North Woodward Avenue, Suite 3000  
Bloomfield Hills, MI 48304



## OVERBROOK ESCROW AGREEMENT

THIS AGREEMENT is entered into this 30 day of June, 1992, between Kime Brothers, Inc. ("Developer"), and Chicago Title Insurance Company ("Escrow Agent") through its duly designated representative for this purpose, Philip F. Greco Title Company.

WHEREAS, Developer has established or intends to establish Overbrook as a residential site Condominium Project under applicable Michigan law; and,

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

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

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

NOW, THEREFORE, it is agreed as follows:

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

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

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

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

(ii) In the event that a Purchaser duly withdraws from a Purchase Agreement prior to the time that said Agreement becomes binding under paragraph 6 of the General Provisions thereof, Escrow Agent shall, within 3 business days from the date of receipt of notice of such withdrawal, release to Purchaser all of Purchaser's deposits held thereunder.

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

C. **Upon Conveyance of Title to Purchaser.** Upon conveyance of title to a Unit from Developer to Purchaser (or upon execution of a land contract between Developer and Purchaser in fulfillment of a Purchase Agreement) Escrow Agent shall release to Developer all sums held in escrow under such Agreement provided Escrow Agent has received a certificate signed by a licensed professional engineer or architect confirming:

(i) That those portions of the phase of the Condominium Project in which such Purchaser's Unit is located and which on the Condominium Subdivision Plan are labeled "must be built" are substantially complete; and

(ii) That recreational facilities or other similar facilities and all other common elements or facilities intended for common use, wherever located, which on the Condominium Subdivision Plan are labeled "must be built", are substantially complete.

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

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

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

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

G. **In the Event Elements or Facilities Remain Incomplete.** If Escrow Agent is holding in escrow funds or other security for completion of incomplete elements or facilities under §103b(7) of the Act, such funds or other security shall be administered by Escrow Agent in the following manner:

(i) Escrow Agent shall upon request give all statutorily required notices under §103b(7) of the Act.

(ii) If Developer, the Overbrook Association and any other party or parties asserting a claim to or interest in the escrow deposit enter into a written agreement (satisfactory in its terms and conditions to Escrow Agent for Escrow Agent's protection, as determined by Escrow Agent in its absolute and sole discretion), as to the disposition of the funds or security in escrow under §103b(7) of the Act, Escrow Agent shall release such funds or security in accordance with the terms of such written agreement among such parties.

(iii) Failing written agreement as provided in paragraph 2G(ii) above, Escrow Agent shall be under no obligation whatever to release any such escrowed funds or security, but Escrow Agent may, in its absolute and sole discretion, at any time take either of the following actions:

(a) Initiate an interpleader action in any circuit court in the State of Michigan naming the Developer, the Overbrook Association and all other claimants and interested parties as parties and deposit all funds or other security in escrow under §103b(7) of the Act with the clerk of such court in full acquittance of its responsibilities under this Agreement; or

(b) Initiate an arbitration proceeding under the Commercial Arbitration Rules of the American Arbitration Association pursuant to which proceeding both the Developer and the Overbrook Association shall be named as parties. Escrow Agent shall continue to hold all sums in escrow under §103b(7) of the Act pending the outcome of such arbitration but Escrow Agent shall not be a party to such arbitration. All issues relative to disposition of such escrow deposits or other security shall be decided by the arbitrator or arbitration panel and such decision shall be final and binding upon all parties concerned and judgment thereon may be rendered upon such award by any circuit court of the State of Michigan. Escrow Agent may in any event release all such escrow deposits in accordance with the arbitration decision or may commence an interpleader action with respect thereto as provided above.

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

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

Further, Escrow Agent is not a guarantor of performance by Developer under the Condominium Documents or any Purchase Agreement and Escrow Agent undertakes no responsibilities whatever with respect to the nature, extent or quality of such performance thereunder or with regard to the conformity of such performance to the terms of such documents, to the plans and specifications for the Project, to local or state laws or in any other particular. So long as Escrow Agent relies in good faith upon any certificate, cost estimate or determination of the type described in Section 3, Escrow Agent shall have no liability whatever to Developer, any Purchaser, any Co-owner or any other party for any error in such certificate, cost estimate or determination or for any act or omission by the Escrow Agent in reliance thereon.

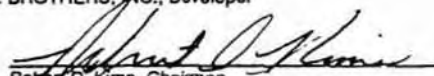
Except in instances of gross negligence or willful misconduct, Escrow Agent's liability hereunder shall in all events be limited to return, to the party or parties entitled thereto, of the funds retained in escrow (or which were replaced by security) less any reasonable expenses which Escrow Agent may incur in the administration of such funds or otherwise hereunder, including, without limitation, reasonable attorney's fees and litigation expenses paid in connection with the defense, negotiation or analysis of claims against it, by reason of litigation or otherwise, arising out of the administration of such escrowed funds, all of which costs Escrow Agent shall be entitled without notice to deduct from amounts on deposit hereunder.

Notwithstanding any other provision herein to the contrary, Escrow Agent shall be under no obligation to release funds deposited hereunder to any party until it can satisfactorily ascertain that the funds deposited have been paid, settled and fully collected as such terms are defined under the provisions of MCL 440.4101, et seq.

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

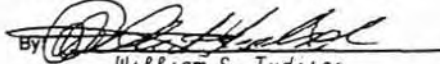
KIME BROTHERS, INC., Developer

By:

  
Robert D. Kime, Chairman  
24768 Lahser Road, Suite 1  
Southfield, Michigan 48076  
(313) 358-4848

CHICAGO TITLE INSURANCE COMPANY, Escrow Agent

By: Philip F. Greco Title Company, its agent

  
Its: William S. Judisco  
Vice President  
118 Cass Avenue  
Mount Clemens, Michigan 48043  
(313) 463-1582



## MANAGEMENT AGREEMENT

THIS AGREEMENT is entered into this 1st day of April, 19 92, by the Overbrook Condominium Association, a Michigan no-profit Corporation (the "Association"), whose address is Westland, Michigan and Buiting Property Management Inc., (the Agent"), having its office at 21 East Long Lake Road, Suite 100, Bloomfield Hills, Michigan 48304

WITNESSETH;

In order to assure professional management of the project and in consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto agree as follows:

### I. APPOINTMENT OF AGENT

The Association hereby appoints the Agent and the Agent hereby accepts appointment, on the terms and conditions hereinafter provided, as the exclusive management agent of the Condominium.

### II. CONSIDERATION

The Association agrees to pay the Agent, as its compensation for services performed under this Agreement (except for additional services performed at the request of the Association or as may be provided elsewhere in this Agreement and for which the Agent shall receive reasonable compensation as therein provided and as agreed upon by the Association), a fee per month.

The fee for the services described herein shall be \$20.00 per unit per year, and guaranteed until April 1, 19 95. In the case of a multi-year contract, or additional periods of one year occasioned by the automatic renewal of this Agreement in accordance with Paragraph VIII hereof, the basic monthly fee for services rendered hereunder shall be automatically increased over the base monthly rate for the prior year, in an amount equal to the greater of 4% or the annual increase in the cost of living, as determined by the increase in the Consumer Price Index of the Bureau of Labor Statistics, United States Department of Labor, all items index for all Urban Consumers - U.S. City Average CPI-U (1982-84=100), or if such index shall be discontinued, any successor or reasonable substitute index (the "Index").

### III. DUTIES OF ASSOCIATION

In order to facilitate efficient operation, the Association shall:



A. Inform the Agent with regard to standards to be kept with respect to the Condominium.

B. Furnish the Agent with complete sets of Association Rules.

C. Provide copies of guarantees and warranties pertinent to the construction of the Condominium and in force at the time of the execution of this Agreement.

D. Provide the Agent with a set of books and financial reports for the Condominium.

E. Provide past and future copies of the Board of Directors minutes in order to assure a complete understanding of the Association as well as for audit purposes. The Agent is to receive copies of all minutes of Board meetings within ten (10) business days of the meeting, in which the Board shall specify formally authorized directives to be addressed and/or completed by the Agent.

F. Provide an effective means of communication with the Agent by the appointment of specific liaisons from the Board of Directors.

G. Provide other pertinent information and records available to the Association that would be determined as useful in carrying out the directions of the Board of Directors.

#### IV. WARRANTY OF ASSOCIATION

The Association warrants and represents, as an inducement to the Agent to enter into this Agreement, that the books, financial statements and records, minutes and all other Association documents and records turned over to the Agent in connection with the execution of this Agreement, are complete and accurate, and that the agent is entitled to rely upon these records in the discharge of its duties under this Agreement.

#### V. RELATIONSHIP OF AGENT TO OTHER ENTITIES

If Agent, its officers, partners and directors connected therewith are, or may be, officers, employees, partners, directors of or otherwise related to the contractors or agencies hired by Agent, Agent agrees to disclose such relationships to the Association before any contract is consummated.

#### VI. LIABILITY OF AGENT

The Association agrees to carry and maintain, at its own expense, liability insurance naming the agent as an insured, directors and officers liability insurance and fidelity bond coverage for members of the Board of Directors, in amounts deemed by the Agent and Association to be sufficient to adequately protect the Association, its officers and directors and the certificates. Proof of such insurance coverages must be furnished to the Agent within ten (10) days from the effective date of the "term" of this Agreement.

#### VII. INDEMNIFICATION

Agent shall not be liable to the Association for any loss or damage not occasioned by Agent's own negligence or failure to comply with its obligations hereunder.

Notwithstanding the above, the Agent shall not be responsible to the Association, and the Association agrees to hold the Agent harmless and indemnify the Agent for loss, costs and expenses including reasonable attorneys fees, incurred or sustained by reason of any alleged errors of judgment, provided such judgment was made in good faith with respect to the best interests of the Association. Neither shall the Agent be held responsible to the Association for any loss, damage, detention or delay in furnishing materials or failure to perform its duties as herein provided when such is caused by fire, flood, strike, act of civil or military authorities or by insurrection or riot, or the Agent or any of its employees, contractors or suppliers. Additionally, the Association agrees to indemnify Agent from and against.

A. Any and all liability, loss, costs and expenses including reasonable attorneys fees, incurred or sustained by reason of any injury to person or property in or about the managed property from any cause whatsoever, unless such injury shall have been occasioned by the negligence of the Agent or its failure to comply with its obligations hereunder; and

B. Any and all liability, damages, penalties, costs and expenses, including reasonable attorneys fees, incurred or sustained by reason of any act properly performed by Agent pursuant to the instructions of the Association or occasioned by the occurrence of any emergency situation.

#### VIII. TERM OF AGREEMENT

This Agreement shall take effect on the 1st day of April, 1992, and shall remain in full force and effect until the 1st day of April, 1995, after which time it shall be automatically renewed for additional terms of one year each, unless terminated by either party in accordance with the provisions of Paragraph XIII hereof.



IX. PROGRAMS AND SERVICES

A. The collection of all monthly Association dues and special assessments as directed by the Board of Directors, making deposits in a timely manner in a special checking account that Agent will establish and maintain in the name of the Association.

B. The Association is required to have an annual review of the books by an independent accounting firm. The Agent will cooperate in any way possible with said accounting firm.

C. Payment from these funds of all charges incurred on the Association's behalf for the maintenance and management of the Association's property, including the setting aside, in interest-bearing savings accounts, the funds that the Association's Board of Directors approves for the future repair or replacement (Reserve).

D. Formulation of an annual budget and long-range budgeting forecasts for major repairs or replacements.

E. Monitor present insurance coverage and make recommendations for any future changes in said coverage.

F. The formulation of bids and proposals for services requiring contracts and the supervision of such contractors.

G. The individual members of the Board of Directors will receive a monthly financial report of all income and expenses and a status report of individual Co-owner accounts not later than the fifteenth of the month following the transactions.

H. The Agent will attend, upon invitation, the monthly Board of Directors meeting and any annual general membership meeting of your Association and be available for Board consultation at any time.

I. Timely inspections of the community to insure the maintenance and beautification is satisfactory.

X. CONSENT FOR EXPENDITURES

In discharging its responsibilities, the Agent shall not make any expenditures nor incur any non-recurring contractual obligations exceeding \$ 500.00 without prior consent of the Board of Directors, provided that no such consent be required in case of emergency conditions.

VI. RELATIONSHIP OF AGENT

Everything done by the Agent pursuant this Agreement shall be done as Agent of the Association, in all obligations or expenses incurred hereunder shall be for the account, on behalf, and at the

expense of the Association. Any payments to be made by the Agent hereunder shall be made out of such sums as are available in the account (s) of the Association, or as may be provided by the Association. The Agent shall not be obliged to make any advance to or for the account of the Association, or to pay any sum, except out of funds held or provided as aforesaid, nor shall the Agent be obliged to incur any liability or obligation for the account of the Association without assurance that the necessary funds for the discharge thereof will be provided. :

#### XII. MISCELLANEOUS CHARGES

The following miscellaneous charges are not included under the monthly compensation listed in paragraph II, above:

1. Postage - at the going rate (.29 per stamp plus envelope)
2. Printing - .10 per 8 1/2 x 11 copy; .15 per 8 1/2 x 14 copy.,
3. Secondary purchaser Package - \$15.00 each.
4. Special Assessment Bookkeeping Charge. \$ 2.50 per unit
5. One time setup fee of \$ 150.00 .

#### XIII. TERMINATION

This Agreement shall be terminated and (except as to liabilities or claim which shall have occurred or arisen prior to such termination) all obligations hereunder shall cease upon the happening of any of any of the following:

A. If a petition in bankruptcy is filed by either the Association or Agent, or if either shall make an assignment for the benefit of creditors, or if either party avails itself of any insolvency laws, either party may terminate this Agreement forthwith by serving written notice to the other by certified mail.

B. By the Agent or Association, with cause, upon thirty (30) days written notice to the other party. Upon termination, the parties hereto shall account to each other with respect to all matters outstanding as of the effective date of termination and shall furnish each other such security satisfactory to the other

party against any outstanding obligations or liabilities which the Agent may have incurred hereunder.

Upon termination the contracting parties shall account to each other with respect to all matters outstanding as of the date of termination and the Association shall furnish the Agent security satisfactory to the Agent, against any outstanding obligations or liabilities which the Agent may have incurred hereunder. The Agent further agrees to surrender all records, books, financial instruments and all other records of the Association to the Association on the termination date of the contract.

XIV. ASSIGNABILITY

The Agent may assign this Management Agreement upon approval of the Association to any other person or entity as long as such assignee shall undertake in writing to assume and perform the obligations of the Agent hereunder.

XV. EFFECT OF AGREEMENT

This Agreement shall constitute the entire Agreement between the contracting parties and no variance or modifications thereof shall be valid and enforceable, except by supplemental agreement in writing executed and approved in the same manner as this Agreement. This Agreement shall be binding upon and shall insure to the benefit of the Association and the agent and their respective successors and assigns. This Agreement may be executed in several counterparts, each of which shall be deemed an original but all of which together constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first provided, and acknowledge that they understand the contents of this Agreement and have executed the same under authority of their respective Boards of Directors.

WITNESS:

*Linda K. Garret*

ASSOCIATION:

By: *Michael D. Jones*

Its: CHAIRMAN

BUITING PROPERTY MANAGEMENT, INC.

By: *Bernard F. Buiting*

Its: Bernard F. Buiting, CPM  
President



CONSERVATION EASEMENT

THIS CONSERVATION EASEMENT, made this 1 day of  
DECEMBER, 1990, by and between KIME BROTHERS, INC.,  
whose address is 24768 LAHSER, STE. 1  
SOUTHFIELD, MICHIGAN 48034

(hereafter "Grantor") and the MICHIGAN DEPARTMENT OF NATURAL  
RESOURCES, whose address is Mason Building, 530 West Allegan  
Street, Lansing, Michigan 48909 (hereafter "Grantee");

WITNESSETH, For and in consideration of the sum of One  
and No/100ths Dollar (\$1.00), the receipt of which is  
acknowledged, and other good and valuable consideration, GRANTOR  
hereby GRANTS AND CONVEYS TO GRANTEE a Conservation Easement pur-  
suant to the Conservation and Historic Preservation Easement Act,  
1980 PA 197, MCL 399.251 et. seq., on the terms and conditions  
stated below.

1. The premises subject to this Conservation Easement  
(hereafter "the Easement Premises") are situated in the  
CITY of WESTLAND, WAYNE County,  
Michigan and are legally described as follows:

(~~Legal-Description~~) SEE ATTACHED

(A Map depicting the Easement Premises is attached as Exhibit A.)

2. [Except as authorized under DNR Permit No.  
88-14-1075,] Grantor shall refrain from altering the



topography of, placing fill material in, dredging, removing or excavating any soil or minerals from, draining surface water from, constructing or placing any structure on, plowing, tilling, cultivating, or otherwise altering or developing the Easement Premises.

3. The purpose of this Easement is to maintain the Easement Premises in their natural and undeveloped condition. Grantor shall maintain the Easement Premises in their natural and undeveloped condition.

4. This Easement does not grant or convey to Grantee or members of the general public any right of ownership, possession, or use of the Easement Premises.

5. Upon reasonable notice to Grantor, Grantee, and its authorized employees and agents, may enter upon and inspect the Easement Premises to determine whether they are being maintained in compliance with the terms of this Easement.

6. This Easement may be enforced by either an action at law or in equity and shall be enforceable against the owner of the Easement Premises or any other person despite a lack of privity of estate or contract.

7. This Easement shall run with the land in perpetuity unless modified or terminated by written agreement of the parties.

8. Within 28 days after the date this Easement is executed, Grantor, at its sole expense, shall record this Easement with the Register of Deeds for the county in which the Easement Premises are located. After recording, the Easement Agreement shall be returned to Grantee.

9. Grantor shall indicate the existence of this Easement on all deeds, mortgages, land contracts, plats, and any other legal instrument used to convey an interest in the Easement Premises.

10. Within 90 days after this Easement is executed, Grantor, at its sole expense, shall place signs, fences, or other suitable marking along the boundary of the Easement Premises to clearly demarcate the boundary of the Easement Premises.

11. This Easement shall be binding upon the successors and assigns of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Signed in the presence of: (Grantor).

KIME BROTHERS, INC

\_\_\_\_\_  
MARSHA ANDERSON

By \_\_\_\_\_  
Its PRESIDENT

\_\_\_\_\_  
PATRICK SUMAN

STATE OF MICHIGAN  
DEPARTMENT OF MANAGEMENT AND BUDGET

\_\_\_\_\_  
  
\_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF MICHIGAN )  
                              ) ss  
COUNTY OF INGHAM )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_, \_\_\_\_\_ of the Department of Natural Resources for the State of Michigan, on behalf of the Department of Natural Resources.

\_\_\_\_\_  
Notary Public, Ingham County  
My Commission expires \_\_\_\_\_



**NOWAK & FRAUS***A Professional Corporation Of*

Civil Engineers

Land Surveyors

1310 N. Stephenson Highway

Royal Oak, Michigan 48067

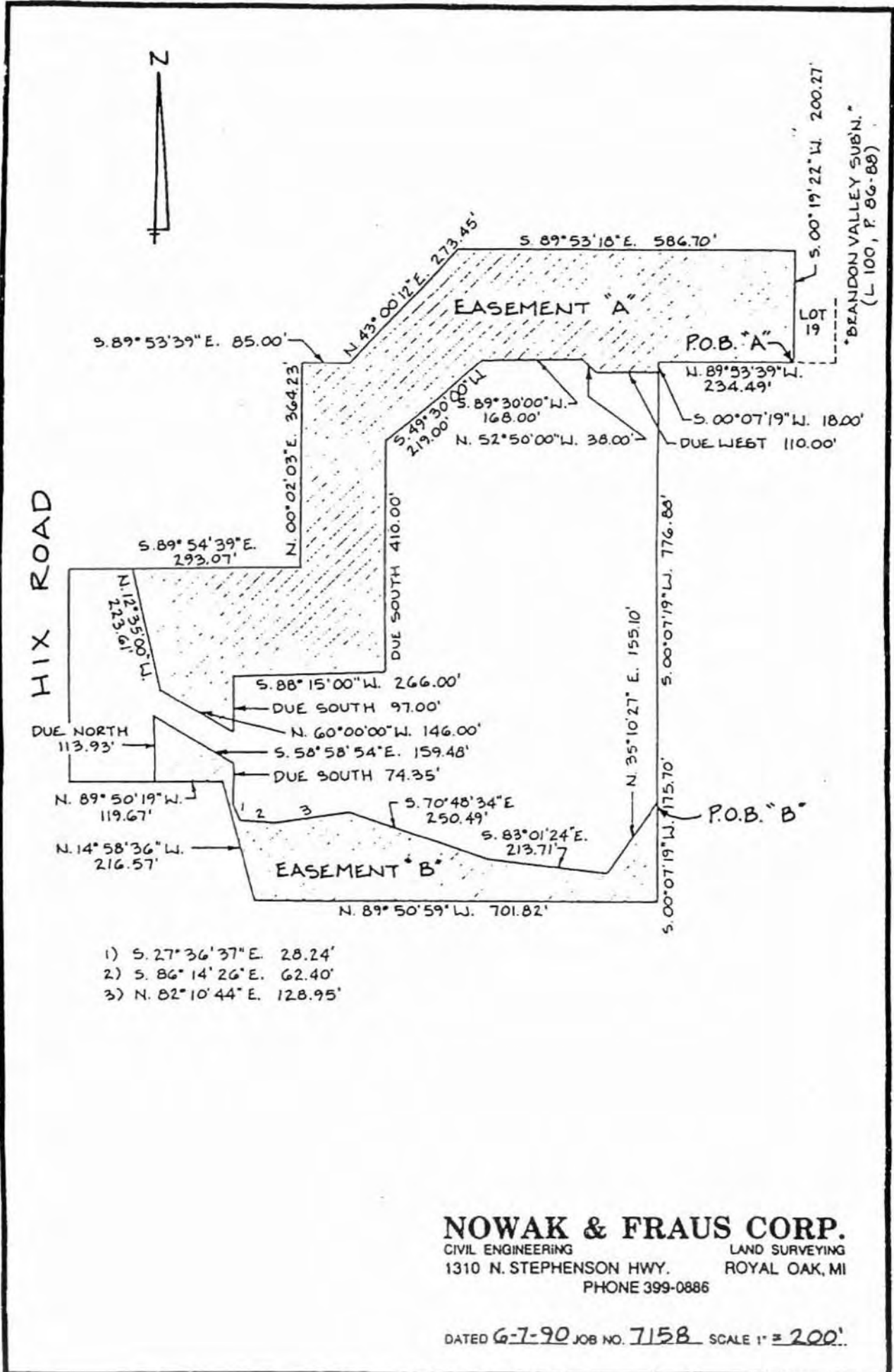
Telephone (313) 399-0886

LEGAL DESCRIPTION - CONSERVATION EASEMENT A

Part of the S.E. 1/4 of Section 6 and part of the N.E. 1/4 of Section 7, T.2S., R.9E., City of Westland, Wayne County, Michigan, being more particularly described as: Beginning at the S.W. corner of Lot 19 of "Brandon Valley Subdivision" (as recorded in Liber 100, Pages 86-88); thence N. 89° 53' 39" W., 234.49 feet; thence S. 00° 07' 19" W., 18.00 feet; thence due West 110.00 feet; thence N. 52° 50' 00" W., 38.00 feet; thence S. 89° 30' 00" W., 168.00 feet; thence S. 49° 30' 00" W., 219.00 feet; thence due South 410.00 feet; thence S. 88° 15' 00" W., 266.00 feet; thence due South 97.00 feet; thence N. 60° 00' 00" W., 146.00 feet; thence N. 12° 35' 00" W., 223.61 feet; thence S. 89° 54' 39" E., 293.07 feet; thence N. 00° 02' 03" E., 364.23 feet; thence S. 89° 53' 39" E., 85.00 feet; thence N. 43° 00' 12" E., 273.45 feet; thence S. 89° 53' 18" E., 586.70 feet; thence S. 00° 19' 22" W., 200.27 feet to the point of beginning. Contains 290,804 square feet or 6.676 acres.

LEGAL DESCRIPTION - CONSERVATION EASEMENT B

Part of the N.E. 1/4 of Section 7, T.2S., R.9E., City of Westland, Wayne County, Michigan, being more particularly described as: Commencing at the S.W. corner of Lot 19 of "Brandon Valley Subdivision" (as recorded in Liber 100, Pages 86-88); thence N. 89° 53' 39" W., 234.49 feet; thence S. 00° 07' 19" W., 776.88 feet to the point of beginning; thence continuing S. 00° 07' 19" W., 175.70 feet; thence N. 89° 50' 59" W., 701.82 feet; thence N. 14° 58' 36" W., 216.57 feet; thence N. 89° 50' 19" W., 119.67 feet; thence due North 113.93 feet; thence S. 58° 58' 54" E., 159.48 feet; thence due South 74.35 feet; thence S. 27° 36' 37" E., 28.24 feet; thence S. 86° 14' 26" E., 62.40 feet; thence N. 82° 10' 44" E., 128.95 feet; thence S. 70° 48' 34" E., 250.49 feet; thence S. 83° 01' 24" E., 213.71 feet; thence N. 35° 10' 27" E., 155.10 feet to the point of beginning. Contains 87,385 square feet or 2.006 acres.



**NOWAK & FRAUS CORP.**

CIVIL ENGINEERING LAND SURVEYING  
 1310 N. STEPHENSON HWY. ROYAL OAK, MI  
 PHONE 399-0886

DATED 6-7-90 JOB NO. 7158 SCALE 1" = 200'