

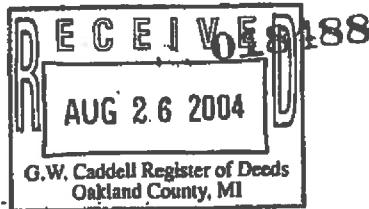
LIBER 33893 PG 407

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

PATRICK M. DOHANY 8-26-04

C-5
5.00 PATRICK M. DOHANY, County Treasurer
Sec. 135, Ad. 206, 1893 as amended

371407
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\$115.00 DEED - COMBINED
\$4.00 REMUNERATION
08/26/2004 01:55:51 P.M. RECEIPT# 103880
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS



PARKDALE CONDOMINIUM

MASTER DEED

This Master Deed is made and executed on this 15th day of August, 2004, by Parkdale Associates, L.L.C., (hereinafter referred to as "Developer"), whose address is 35520 Forton Court, Clinton Township, Michigan 48035, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended), hereinafter referred to as the "Act".

WITNESSETH

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

NOW, THEREFORE, the Developer does, upon the recording hereof, establish Parkdale Condominium as a residential condominium project under the Act and does declare that Parkdale Condominium (hereinafter referred to as the "Project" or "Condominium", or the "Condominium Project") shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner utilized, subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to the Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium Premises, their grantees, successors, heirs, personal representatives and assigns.

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ARTICLE I TITLE AND NATURE

The Condominium Project shall be known as Parkdale Condominium, Oakland County Condominium Subdivision Plan No. 1651. The Project is established in accordance

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with the Act, and the architectural plans and specifications for the Project have been filed with the City of Rochester. The Units contained in the Project, including the number, boundaries, dimensions, area and volume of each Unit therein, are set forth completely in the Condominium Subdivision Plan attached as Exhibit B hereto. Each Unit is for residential purposes only. Each Co-owner in the Condominium Project shall have an exclusive right to his Unit, and shall have undivided and inseparable rights to share with other Co-owners the Common Elements of the Condominium Project as are designated by the Master Deed.

ARTICLE II LEGAL DESCRIPTION

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

Part of Lot 10 of Supervisor's Plat No. 1 A Subdivision of Part of the W. ½ of Section 11, T. 3 N., R. 11 E., Village of Rochester, (now, City of Rochester) Oakland County, Michigan as recorded in Liber 54 of Plats, Page 47 of Oakland County Records described as beginning at the S. E. Corner of Lot 10, thence along the South line of sail Lot 10 N. 87 degrees 35 minutes 00 seconds W. 227.29 ft., thence continuing along sail South line N. 77 degrees 28 minutes 20 seconds W. 46.00 ft., thence N. 01 degrees 7 minutes 03 seconds W. 235.07 ft., thence N. 65 degrees 29 minutes 55 seconds W. 60.00 ft., thence N. 89 degrees 01 minutes 42 seconds E. 100.20 ft., thence N. 00 degrees 44 minutes 32 seconds W. 9.75 ft., thence N. 89 degrees 34 minutes 12 seconds E. 108.80 ft., thence S. 02 degrees 34 minutes 30 seconds E. 292.05 ft. to the point of beginning, containing 1.696 acres, more or less.

54047

ARTICLE III DEFINITIONS

15-11-327-014
15-11-327-015

Section 1. Definitions. Certain terms used in this Master Deed and the Exhibits hereto, and in the Articles of Incorporation and Bylaws of the Parkdale Condominiums Association shall be defined as follows:

- (a) The "Act" or "Condominium Act" means Act 59 of the Public Acts of Michigan of 1978, as amended.
- (b) "Association" means the Michigan non-profit corporation, Parkdale Condominium Association, of which the Co-owners shall be members, which Association shall be exercisable by its Board of Directors and appointed officers unless specifically reserved to the Co-owners by the Condominium Documents or the laws of the State of Michigan.
- (c) "Common Elements" means the portions of the Condominium other than the Condominium Units.
- (d) "Condominium" means Parkdale Condominium, as a condominium established pursuant to the provisions of the Act, and includes the land and the buildings, all improvements and structures thereon, and all easements, rights and appurtenances belonging to the Condominium.

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(e) "Condominium Bylaws" means Exhibit A hereto, being the bylaws setting forth the substantive rights and obligations of the Co-owners as members of the Association.

(f) "Condominium Documents", whenever used, means and includes this Master Deed and the Exhibits hereto, the Articles of Incorporation and the Bylaws of the Association.

(g) "Condominium Subdivision Plan" or "Plan" means the Plan attached to this Master Deed as Exhibit B. The Plan assigns a number to each Condominium Unit and includes a description of the nature, location and approximate size of certain Common Elements.

(h) "Condominium Unit" or "Unit" means the enclosed space constituting a single complete Unit designed and intended for separate ownership and use in the Condominium as such space may be described on Exhibit B hereto.

(i) "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.

(j) "Developer" means Parkdale Associates, L.L.C., a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, the conveyances of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

(k) "General Common Elements" means all Common Elements other than the Limited Common Elements.

(l) "Limited Common Elements") means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all of the Co-owners.

(m) "Master Deed" means this document which, when recorded, shall establish the Condominium and to which the Condominium Bylaws and Condominium Subdivision Plan are attached as Exhibits.

(n) "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

(o) "Person" means an individual, firm, corporation, partnership, association, trust, the state, or an agency of the state or other legal entity, or any combination thereof.

(p) "Record" means to record pursuant to the laws of the State of Michigan relating to the recording of deeds.

(q) "Size" means the number of cubic feet or the number of square feet of ground or floor space within each Condominium Unit as computed by reference to the Condominium Subdivision Plan and rounded off to a whole number.

ARTICLE IV COMMON ELEMENTS

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

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

- (a) Land.** The land described in Article II hereof, including roads and sidewalks not identified as Limited Common Elements.
- (b) Electrical.** The electrical transmission systems throughout the Project, including that contained within Unit walls, up to the point of connection with, but not including, electrical fixtures, plugs and switches within any Unit.
- (c) Telephone.** The telephone system throughout the Project up to the point of entry to each Unit.
- (d) Gas.** The gas distribution system throughout the Project, including that contained within Unit walls, up to the point of connection with gas fixtures within any Unit.
- (e) City Water & Sewer.** The City water distribution and sewer system throughout the Project, including that contained within Unit walls, up to the point of connection with plumbing fixtures within any Unit.
- (f) Telecommunications.** The telecommunications system, if and when it may be installed, up to, but not including, connections to provide service to individual Units.
- (g) Construction.** Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels.
- (h) Other.** Such other elements of the Project not here in designated as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep and safety of the Project.

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

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

- (a) Decks and Carports.** Each individual deck and assigned carport parking space in the Project is limited to the sole use of the Co-owner of the Unit to which such limited common element corresponds, as described on Exhibit B attached hereto.

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(b) Interior Space. The interior space within the Unit perimeter walls, ceiling and floors contained within a Unit shall be for the sole exclusive use and enjoyment of the Co-owner of such Unit.

(c) Windows and Doors. Windows and doors contained within any Unit are limited to the sole use of the Co-owner of the Unit to which they correspond.

Section 3. Responsibilities. Responsibility for maintenance, decoration, repair and replacement of the Common Elements shall be as follows:

(a) Each Co-owner shall be responsible for the Limited Common Elements assigned to it and for all portions of the building adjacent to such Co-owner's unit, including walls, roofs, foundations, ceilings, windows and floor, whether or not such components are within or outside of the limits of ownership shown on the Plan, and any utility line, wherever located, which services the Co-owner's Unit.

(b) Any Common Element not described in subparagraph 3 (a) above shall be the responsibility of the Association.

ARTICLE V

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

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Description of Units. This condominium contains 25 units, numbered 1 through 25 inclusive. Each Unit in the Project is described in this paragraph with reference to the Condominium Subdivision Plan of Parkdale Condominium, as prepared by Del-Tec Surveying and Engineering, Inc., and attached hereto as Exhibit B. The architectural plans and specifications are on file with the City of Rochester. Each Unit shall include that space contained within the interior sides of the finished, unpainted perimeter walls, and within the ceilings and finished subfloor, all as shown on Exhibit B attached hereto and delineated with heavy outlines.

Section 2. Percentage of Value. The following percentage of value is allocated to the units in the Project:

Units 1 through 25: 4.00%

Total 100.00%

The percentages of value were computed on the basis of the relative, approximate areas of the Units, disregarding insubstantial differences in size and with the resulting percentages reasonably adjusted to total precisely 100%. The percentage of value for each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the

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Condominium Project, and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration and the value of such Co-owner's vote at meetings of the Association of Co-owners.

ARTICLE VII EASEMENTS

Section 1. Easement for Maintenance of Encroachments and Utilities. In the event any portion of a Unit or Common Element encroaches upon another Unit or Common Element due to shifting, settling or moving of a building, or due to survey errors, or construction deviations, reciprocal easements shall exist for the maintenance of such encroachment for so long as such encroachment exists, and for maintenance thereof after rebuilding in the event of any destruction. There shall be easements to, through and over those portions of the land, structures, buildings, improvements and walls (including interior Unit walls) contained therein for the continuing maintenance and repair of all utilities in the Condominium. There shall exist easements of support with respect to any Unit interior wall which supports a Common Element.

Section 2. Easements for Maintenance, Repair and Replacement. The Developer, the Association and all public or private utilities shall have such easements as may be necessary over the Condominium Premises, including all Units and Common Elements to fulfill any responsibilities of maintenance, repair, decoration or replacement which they or any of them are required or permitted to perform under the Condominium Documents.

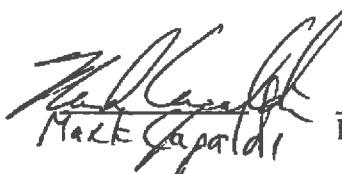
ARTICLE VIII AMENDMENTS

This Master Deed and any Exhibit hereto may be amended only by the Developer or the Association with the consent of all Co-owners and first Mortgagees, except that Developer reserves the right to amend this Master Deed or any of its Exhibit, without the consent of Co-owners or Mortgagees, to correct arithmetic errors, typographical errors, survey errors or any similar errors in the Master Deed or any Exhibit.

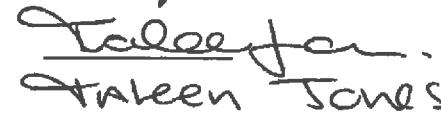
IN WITNESS WHEREOF, Developer has caused this Master Deed to be signed on
August , 2004.

WITNESS:

DEVELOPER
Parkdale Associates, L.L.C.



By: John Serra, Managing Member



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STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this ^{25th}

H

day of August, 2004,
by John Serra, Managing Member of Parkdale Associates, L.L.C., a Michigan limited
liability company.


Notary Public

Drafted by and when recorded return to:

Mark Capaldi
261 East Maple, Suite 4
Birmingham, Michigan 48009

VICTORIA AVEDIAN
Notary Public, Oakland County, MI
My Commission Expires 06/08/2007

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**PARKDALE CONDOMINIUM
EXHIBIT A
CONDOMINIUM BYLAWS**

**ARTICLE I
ASSOCIATION OF CO-OWNERS**

Section 1. Parkdale Condominium, a residential condominium project located in the City of Rochester, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter called the "Association", organized under the applicable laws of the State of Michigan, and responsible for the management, maintenance, operation and administration of the Common Elements, easements and affairs of the Condominium Project in accordance with the Master Deed, these Bylaws, the Articles of Incorporation and duly adopted rules and regulations of the Association, and the laws of the State of Michigan. All Co-owners in the Condominium Project and all persons using or entering upon or acquiring any interest in any Unit therein or the Common Elements thereof shall be subject to the provisions and terms set forth in the aforesaid Condominium Documents.

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

- (a) Each Co-owner shall be a member of the Association and no other person or entity shall be entitled to membership.
- (b) The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to his Unit in the Condominium.
- (c) Each Co-owner shall be entitled to one vote for each Condominium Unit owned when voting by number and one vote, the value of which shall be equal to the total of the percentage allocated to the Units owned by such Co-owner as set forth in Article VI of the Master Deed, when voting by value. Voting shall be by value except in those instances when voting is specifically required to be both in value and in number.
- (d) No Co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of ownership of a Unit in the Condominium Project to the Association. The vote of each Co-owner may only be cast by the individual representative designated by such Co-owners in the notice required in subparagraph (e) below or by a proxy given by such individual representative. The Developer shall be entitled to vote for each Unit which it owns and with respect to which it is paying full monthly assessments.
- (e) Each Co-owner shall file a written notice with the Association designating the individual representative who shall vote at meetings of the Association and receive all notices and other commun-

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

(f) There shall be an annual meeting of the members of the Association commencing with the First Annual Meeting held as provided in Section 7 of this Article I. Other meetings may be provided for in the Bylaws of the Association. Notice of time, place and subject matter of all meetings, as provided in the corporate Bylaws of the Association, shall be given to each Co-owner by mailing the same to each individual representative designated by the respective Co-owners.

(g) The presence in person or by proxy of 50% in number and value of the Co-owners qualified to vote shall constitute a quorum for holding a meeting of the members of the Association, except for voting on questions specifically required herein to require a greater quorum. The written 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 questions upon which the vote is cast.

(h) Votes may be cast in person or by proxy or by writing duly signed by the designated voting representative not present at a given meeting 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.

(i) Unless otherwise required by law or by the Condominium documents, any action which could be authorized at a meeting of the members shall be authorized by any affirmative vote of more than fifty (50%) percent in value.

(j) Other provisions as to voting by members, not inconsistent with the provisions herein contained, may be set forth in the Association Bylaws.

Section 3. The Board of Directors of the Association shall keep detailed books of account showing all expenditures and receipts of administration which shall specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and Co-owners. Such accounts and all other Association records shall be open for inspection by the Co-owners and their mortgagees during reasonable business hours. The Association shall prepare and distribute to each Co-owner at least once a year a financial statement, the contents of which shall be defined by the Association. The books of account shall be audited at least annually by qualified independent auditors; provided, however, that such auditors need not be certified public accountants nor does such audit need to be a certified audit. Any institutional holder of a first mortgage lien on any Unit in the Condominium shall be entitled to receive a copy of such annual audited financial statement within 90 days following the end of the Association's fiscal year upon request therefor. The costs of any such audit and any accounting expenses shall be expenses of administration. The Association also shall maintain on file current copies of the Master Deed for the Project, any amendments thereto and all other Condominium Documents and shall permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Project to inspect the same during reasonable hours.

Section 4. The affairs of the Association shall be governed by a Board of Directors, all of whom shall serve without compensation and who must be members of the Association except for the first Board of Directors designated in the Articles of Incorporation of the Association and any successors thereto elected by the Developer prior to the First Annual Meeting of Members held pursuant to Section 7 of this

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Article I. The number, term of office, manner of election, removal and replacement, meetings, quorum and voting requirements, and other duties or provisions of or relating to Directors, not inconsistent with the following, shall be provided by the Association Bylaws.

(a) The Board of Directors shall have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or required thereby to be exercised and done by the Co-owners. In addition to the foregoing general duties imposed by these Bylaws, or any further duties which may be imposed by resolution of the members of the Association or which may be set forth in the Association Bylaws, the Board of Directors shall be responsible specifically for the following:

(1) To manage and administer the affairs and maintenance of, the Condominium Project and the Common Elements thereof.

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

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

(4) To rebuild improvements after casualty.

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

Notwithstanding any provision contained herein, the Co-owners shall approve any management contract proposed by the Board of Directors, and may further terminate such contract upon a majority vote.

(6) To acquire, maintain and improve, and to buy, operate, manage, sell, convey, assign, mortgage or lease, any real or personal property (including any Unit in the Condominium and easements, rights-of-way and licenses) on behalf of the Association in furtherance of any of the purposes of the Association, including (but without limitation) the lease or purchase of any Unit in the Condominium for use by a resident manager.

(7) To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association, and to secure the same by mortgage, pledge, or other lien on property owned by the Association; provided, however, that any such action shall also be approved by affirmative vote of more than 60% of all of the members of the Association in number and value.

(8) To make rules and regulations in accordance with Article VI of these Bylaws.

(9) 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 in the Condominium Documents required to be performed by the Board.

(10) To make rules and regulations and/or enter into agreements with institutional lenders the purposes of which are to obtain mortgage financing for Unit Co-owners which is acceptable for purchase by the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association, the Government National Mortgage Association and/or any other agency of the federal government or the State of Michigan.

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

(12) Notwithstanding any other provision contained herein, any action required or permitted to be taken at an annual or special meeting of the Board of Directors may be taken without a meeting, without prior notice, and without a vote, if consents in writing, setting forth the action so taken, are signed by a majority of the Board Members. Prompt notice of the taking of action without a meeting by less than unanimous written consent shall be given to all Members who have not consented in writing to such action.

(b) The Board of Directors may employ for the Association a professional management agent (which may include the Developer or any person or entity related thereto) at reasonable compensation established by the Board to perform such duties and services as the Board shall authorize, including, but not limited to, the duties listed in Section 4(a) of this Article I, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board of Directors or the members of the Association. In no event shall the Board be authorized to enter into any contract with a professional management agent, or any other contract providing for services except upon a majority vote of the Co-owners.

(c) All of the actions (including, without limitation, the adoption of these Bylaws and any Rules and Regulations for the corporation, and any undertakings or contracts entered into with others on behalf of the corporation) of the first Board of Directors of the Association named in its Articles of Incorporation or any successors thereto elected by the Developer before the First Annual Meeting of Members shall be binding upon the Association in the same manner as though such actions had been authorized by a Board of Directors duly elected by the members of the Association at the first or any subsequent annual meeting of members so long as such actions are within the scope of the powers and duties which may be exercised by any Board of Directors as provided in the Condominium Documents.

Section 5. The Association Bylaws shall provide the designation, number, term of office, qualifications, manner of election, duties, removal and replacement of the officers of the Association and may contain any other provisions pertinent to officers of the Association in furtherance of the provisions and purposes of the Condominium Documents and not inconsistent therewith.

Section 6. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including attorney fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Association, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of his duties; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or officer seeking such reimbursement or indemnification, the indemnification herein shall apply only if the Board of Directors (with the Director seeking reimbursement abstaining) approves such settlement and reimbursement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled. At least ten (10) days prior to payment of any indemnification which it has approved, the Board of Directors shall notify all Co-owners thereof.

Section 7. The First Annual Meeting of the Members of the Association may be convened only by the Developer and may be called, in the Developer's discretion at any time after 50% in value and in number of all Units in the Condominium have been sold and the purchasers thereof qualified as members of the Association. In no event, however, shall said First Annual Meeting be held later than 120 days after the conveyance of legal or equitable title to non-developer Co-owners of 75% in number of all Units or 54

months after the first conveyance of legal or equitable title to a non-developer Co-owners in the Project, whichever occurs first. The date, time and place of such First Annual Meeting shall be set by the Board of Directors and at least 15 days written notice thereof shall be given to each Co-owner. Thereafter, an annual meeting shall be held each year on such date as specified in the Association Bylaws. Developer may call meetings of members of the Association 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.

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

Section 9. Elections of Directors.

(a) **First Board of Directors.** The first Board of Directors shall be composed of 3 persons and such first Board of Directors or its successors as selected by the Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owners to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections (b) and (c) below.

(b) **Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting.** Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 25% in number of the Units that may be created, 1 of the 3 Directors shall be selected by non-developer Co-owners. Not later than 120 days after conveyance of legal or equitable title to non-developer Co-owners of 50% in number of the Units that may be created, 2 of the 3 Directors shall be elected by non-developer Co-owners. When the required percentage levels of conveyance have been reached, the Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director or Directors, as the case may be. Upon certification to the Developer by the Co-owners of the Director or Directors so elected, the Developer shall then immediately appoint such Director or Directors to the Board to serve until the First Annual Meeting of members unless he is removed pursuant to Section 7 of this Article or he resigns or becomes incapacitated.

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

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

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

(iv) At the First Annual Meeting 3 Directors shall be elected. The term of office shall be 1 year. The Directors shall hold office until their successors have been elected.

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

ARTICLE II ASSESSMENTS

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

Section 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute expenditures affecting the administration of the Project, and all sums received as the proceeds of or pursuant to, a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by, or connected with the Common Elements or the administration of the Condominium Project shall constitute receipts affecting the administration of the Condominium Project, within the meaning of Section 54(4) of the Act.

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

(a) The Board of Directors of the Association shall establish an annual budget in advance for each fiscal year and such budget shall project all expenses for the forthcoming year which may be required for the proper operation, management and maintenance of the Condominium Project, including a reasonable allowance for contingencies and reserves. Further, any Co-owner can request that the annual budget be revised, upon written request to the Association President, who shall thereupon notify the management company representatives for review and analysis. An adequate reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis must be established in the budget and must be funded by regular monthly payments as set forth in Section 4 below rather than by special assessments. At a minimum, the reserve fund shall be equal to 10% of the Association's current annual budget on a noncumulative basis. The minimum standard required by this Section may prove to be inadequate for a particular project. The Association of Co-owners shall 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. Upon adoption of an annual budget by the Board of Directors, copies of said budget shall be delivered to each Co-owner and the assessment for said year shall be established based upon said budget, although delivery of a copy of the

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budget to each Co-owner shall not affect the liability of any Co-owner for any existing or future assessments. Should the Board of Directors at any time determine, in the sole discretion of the Board of Directors: (1) that the assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium (2) to provide replacements of existing Common Elements, (3) to provide additions to the Common Elements not exceeding \$1,000. annually, or (4) in the event of emergencies, the Board of Directors shall have the authority to increase the general assessment or to levy such additional assessment or assessments as it shall deem necessary.

(b) Special assessments in addition to those required in (a) above, may be proposed by the Board of Directors from time to time and approved by the Co-owners as hereinafter provided to cover shortfalls in the budget, meet other needs or requirements of the Association, including, but not limited to (1) assessments for capital improvements for additions of a cost exceeding \$1,000.00. per year, (2) assessments to purchase a Unit upon foreclosure of the lien for assessments described in Section 6 hereof, (3) assessments to purchase a Unit for use as a resident manager's Unit, or, (4) assessments for any other appropriate purpose not elsewhere described. Special assessments referred to in this subparagraph (b) (but not including those assessments referred to in subparagraph 3(a) above which shall be levied in the sole discretion of the Board of Directors and must be approved by a majority of the Co-owners.

Section 4. All assessments levied against the Co-owners to cover expenses of administration shall be apportioned among and paid by the Co-owners in accordance with the percentage of value allocated to each Unit in Article VI of the Master Deed without increase or decrease for the existence of any rights to the use of Limited Common Elements appurtenant to a Unit. Annual assessments as determined in accordance with Article II, Section 3(a) above shall be payable by Co-owners in 12 equal monthly installments, commencing with acceptance of a deed to a Unit or with acquisition of fee simple title to a Unit by any other means. The payment of an assessment shall be in default if such assessment, or any part thereof, is not paid to the Association in full on or before the due date for such payment. Each installment in default for 10 or more days shall bear interest from the initial due date thereof at the rate of 10% per annum until each installment is paid in full. The Association may, pursuant to Article XI, Section 1(d) hereof, levy fines for the late payment in addition to such interest. Each Co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his Unit which may be levied while such Co-owner is the owner thereof.

Section 5. No Co-owner may exempt himself from liability for his contribution toward the expenses of administration by waiver of the use or enjoyment of any of the Common Elements or by the abandonment of his Unit.

Section 6. The Association may enforce collection of delinquent assessments by a suit at law for a money judgment or by foreclosure of the statutory lien that secures payment of assessments. Each Co-owner, and every other person who from time to time has any interest in the Project, shall be deemed to have granted to the Association the unqualified right to elect to foreclose such lien either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, as the same may be amended from time to time, are incorporated herein by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligations of the parties to such actions. Further, each Co-owner and every other person who, from time to time, has any interest in the Project, shall be deemed to have authorized and empowered the Association to sell or to cause to be sold the Unit with respect to which the assessment(s) is or are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner of a Unit in the Project acknowledges that at the time of acquiring title to such Unit, he was notified of the provisions of this Section and that he voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for non-payment of assessments and a hearing on the same prior to the sale of the subject Unit. Notwithstanding the foregoing, neither a judicial foreclo-

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sure action nor a suit at law for a money judgment shall be commenced, nor shall any notice of foreclosure by advertisement be published, until the expiration of 10 days after mailing, by first-class mail, postage prepaid, addressed to the delinquent Co-owner(s) at his or their last known address, of 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 10 days after the date of mailing. Such written notice shall be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney fees and future assessments), (iv) the legal description of the subject Unit(s), and, (v) the name(s) of the Co-owner(s) of record. Such affidavit shall be recorded in the Office of the Register of Deeds in the county in which the Project is located prior to commencement of any foreclosure proceeding, but it not have been recorded as of the date of mailing as aforesaid. If the delinquency is not cured within the 10 day period, the Association may take such remedial action as may be available to it hereunder or under Michigan law. In the event the Association elects to foreclose the lien by advertisement, the Association shall so notify the representative designated above and shall inform such representative that he may request a judicial hearing by bringing suit against the Association. The expenses incurred in collecting unpaid assessments, including interest, costs, actual attorney fees (not limited to statutory fees) and advances for taxes or other liens paid by the Association to protect its lien, shall be chargeable to the Co-owner in default and shall be secured by the lien on his Unit. In the event of default by any Co-owner in the payment of any installment more than 120 days late, the Association shall have the right to declare all unpaid installments of the annual assessment for the pertinent fiscal year immediately due and payable, as well as, the subsequent year's estimated annual assessment. The Association may also discontinue the furnishing of any utilities or other services to a Co-owner in default upon 7 days written notice to such Co-owner of its intention to do so. A Co-owner in default shall not be entitled to vote at any meeting of the Association so long as such default continues; provided, however, this provision shall not operate to deprive any Co-owner of ingress or egress to and from his Unit. In a judicial foreclosure action, a receiver may be appointed to collect a reasonable rental for the Unit from the Co-owner thereof or any persons claiming under him.

Section 7. Notwithstanding any other provisions of the Condominium Documents, the holder of any first mortgage covering any unit in the Project which comes into possession of the Unit pursuant to the remedies provided in the mortgage or by deed (or assignment) in lieu of foreclosure, or any purchaser at a foreclosure sale, shall take the property free of any claims for unpaid assessments or charges against the mortgaged Unit which accrue prior to the time such holder comes into possession of the Unit (except for claims for a pro-rata share of such assessments or charges from a pro-rata reallocation of such assessments or charges to all Units including the mortgaged Unit).

Section 8. From the date of the closing of the first sale of a Unit to a purchaser, Developer shall be responsible for all costs related to the condominium units or common elements while owned by Developer, and restore the facilities to habitable status upon termination of use.

Section 9. All property taxes and special assessments levied by any public taxing authority shall be assessed in accordance with Section 131 of the Act.

Section 10. A mechanic's lien otherwise arising under Act No. 179 of the Michigan Public Acts of 1891, as amended, shall be subject to Section 132 of the Act.

Section 11. Pursuant to provisions of the Act, the Purchaser of any Condominium Unit may request a statement of the Association as to the outstanding amount of any unpaid Association assessments thereon, whether regular or special. Upon written request to the Association accompanied by a copy of the executed purchase agreement pursuant to which the Purchaser holds a right to acquire a Unit, the Association shall provide a written statement of such unpaid assessments as may exist or a

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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 5 days prior to the closing of the purchase of such Unit itself, to the extent provided by the Act. Under the Act, unpaid assessments constitute a lien upon the Unit and the proceeds of sale thereof prior to all claims except real property taxes and first mortgages of record.

ARTICLE III ARBITRATION

Section 1. Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between the Co-owners and the Association shall, upon the election and written consent of the parties to any such disputes, claims or grievances which consent shall include 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, 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. In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes or grievances.

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

ARTICLE IV INSURANCE

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

(a) All such insurance shall be purchased by the Association for the benefit of the Association and the Co-owners and their mortgagees, as their interests may appear, and provision shall be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners. Each Co-owner may obtain insurance coverage at his own expense upon his Unit. It shall be each Co-owner's responsibility to obtain insurance coverage for his personal property located within his Unit or elsewhere on the Condominium and for his personal liability for occurrences within his Unit or upon Limited Common Elements appurtenant to his Unit, and also for alternative living expense in the event of fire, and the Association shall have absolutely no responsibility for obtaining such coverage. The Association or any Co-owner shall contain

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appropriate provisions whereby the insurer waives its right of subrogation as to any claims against any Co-owner or the Association.

(b) All Common Elements of the Condominium Project, shall be insured against fire and other perils covered by a standard coverage endorsement, in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage shall also include interior walls within any Unit and the pipes, wire, conduits and ducts contained therein and shall further include all fixtures, equipment and trim within a Unit which were furnished with the Unit as standard items in accordance with the plans and specifications thereof as are on file with the Association (or such replacements thereof as do not exceed the cost of such standard items). Any improvements made by a Co-owner within his Unit shall be covered by insurance obtained by and at the expense of said Co-owner; provided that, if the Association elects to include such improvements under its insurance coverage, any additional premium cost to the Association attributable thereto shall be assessed to and borne solely by said Co-owner and collected as a part of the assessments against said Co-owner and collected as a part of the assessments against said Co-owner under Article II hereof.

(c) Premiums for insurance for the common elements purchased by the Association to these Bylaws shall be expenses of administration.

(d) Proceeds of all insurance policies owned by the Association shall be received by the Association, held in a separate account and distributed to the Association and the Co-owners and their mortgagees as their interests may appear; provided, however, whenever repair or reconstruction of the Condominium shall be required as provided in Article V of these 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. Each Co-owner, by ownership of a Unit in the Condominium Project, shall be deemed to appoint the Association as his true and lawful attorney-in-fact to act in connection with all matters concerning the maintenance of fire and extended coverage, vandalism and malicious mischief, liability insurance and workmen's compensation insurance, if applicable, pertinent to the Condominium Project, his Unit and the Common Elements appurtenant thereto with such insurer as may, from time to time, provide such insurance for the Condominium Project. Without limitation on the generality of the foregoing, the Association as said attorney shall have full power and authority to purchase and maintain such insurance, to collect and remit premiums therefor, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear (subject always to Condominium Documents), to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as shall be necessary or convenient to the accomplishment of the foregoing.

ARTICLE V RECONSTRUCTION OR REPAIR

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

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(a) If the damaged property is a Common Element or a Unit, the property shall be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by a unanimous vote of all of the Co-owners in the Condominium that the Condominium shall be terminated and each institutional holder of a first mortgage lien on any Unit in the Condominium has given it prior written approval of such termination.

(b) If the Condominium is so damaged that no Unit is habitable, and if each institutional holder of a first mortgage lien on any Unit in the Condominium has given its prior written approval of the terminations of the Condominium the damaged property shall not be rebuilt and the Condominium shall be terminated, unless 75% or more of the Co-owners in value and in number agree to reconstruction by vote or in writing within 90 days after the destruction.

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

Section 3. If the damage is only to a part of a Unit which is the responsibility of a Co-owner to maintain and repair, it shall be the responsibility of the Co-owner to repair such damage in accordance with Section 4 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Section 4. Each Co-owner shall be responsible for the reconstruction, repair and maintenance of the interior of his Unit, but not limited to, floor coverings, wall coverings, window shades, draperies, interior walls (but not any Common Elements therein), interior trim, furniture, light fixtures and all appliances, whether free-standing or built-in. In the event damage to interior walls within a Co-owner's Unit, or to pipes, wires, conduits, ducts or other Common Elements therein, or to any fixtures, equipment and trim which are standard items within a Unit is covered by insurance held by the Association, then the reconstruction or repair shall be the responsibility of the Association in accordance with Section 5. If any other interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner, the Co-owner shall be entitled to receive the proceeds of insurance relative thereto and if there is a mortgagee endorsement, the proceeds shall be payable to the Co-owner and the mortgagee jointly. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Association promptly shall notify each institutional holder of a first mortgage lien on any of the Units in the Condominium.

Section 5. The Association shall be responsible for reconstruction, repair and maintenance of the Common Elements and any incidental damage to a Unit caused by such Common Elements or the reconstruction, repair or maintenance thereof. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates of the cost to replace the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if at any time during such reconstruction or repair, or upon such reconstruction or repair, the funds for the payment of the costs thereof are insufficient, assessments shall be made against all Co-owners for the cost of reconstruction or repair of the damaged property in sufficient amounts to pay the estimated or actual cost of repair.

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

(a) In the event of any taking of an entire Unit by eminent domain, the award for such taking shall be paid to the Owner of such Unit and the mortgagee thereof, as their interests may

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appear. After acceptance of such an award by the Owner and his mortgagee, they shall be divested of all interests in the Condominium Project. In the event that any condemnation award shall become payable to any Co-owner whose Unit is not wholly taken by eminent domain, then such award shall be paid by the condemning authority to the Co-owner and his mortgagee, as their interests may appear.

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

(c) In the event the Condominium Project continues after taking by eminent domain, then the remaining portion of the Condominium Project shall be re-surveyed and the Master Deed amended accordingly, and, if any Unit shall have been taken, then Article VI of the Master Deed shall also be amended to reflect such taking and to proportionately readjust the percentages of value of the remaining Co-owners based upon the continuing value of the Condominium of 100%. Such amendment may be effected by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval thereof by any Co-owner, but only with the prior written approval of all holders of first mortgage liens on individual Units in the Project.

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

Section 7. In the event any mortgage in the Condominium is held by the Federal Home Loan Mortgage Corporation ("FHLMC") the Association shall give FHLMC written notice at such address as it may, from time to time, direct, of any loss to or taking of the Common Elements of the Condominium if the loss or taking exceeds \$10,000. in amount or damage to a Condominium Unit covered by a mortgage purchased in whole or in part by FHLMC exceeds \$1,000.

Section 8. Nothing contained in the Condominium Documents shall be construed to give a Co-owner, or any other party, priority over any rights of first mortgagees of Condominium Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Condominium Units and/or Common Elements.

ARTICLE VI RESTRICTIONS

Section 1. Uses Permitted. No Unit shall be used for other than residential purposes and in conformance with the Condominium Documents. No Owner shall carry on any commercial activities anywhere on the premises of the Condominium. Notwithstanding the foregoing, Developer may conduct any of the activities expressly described in the Master Deed or its exhibits.

(b) **Prior Approval of Proposed Structures.** Except as otherwise expressly provided herein, the Developer shall have exclusive jurisdiction over the rights of approval and enforcement set forth in

the Condominium Documents. A Unit Owner may only construct or install those improvements that have been approved in writing by the Developer in the manner set forth herein. Developer may construct or authorize any improvements that Developer in its sole discretion elects to make without the necessity or prior consent from the Association or any other person or entity, subject only to the express limitations in the Condominium Documents. Before constructing any exterior improvement, change, or elevation change upon any Unit, an Owner shall receive the written approval of the Developer. No application for a building permit or application for any other governmental approval or construction shall be filed until written approval of the Developer is received. The Developer may require that such builder or Owner furnish to the Association adequate security, in the Developer's sole discretion, to protect the Association against costs and expenses which it might incur in connection with the failure to complete construction in a timely and diligent manner in accordance with the approved plans and specifications for the improvements. No Structure may be erected, installed, or placed upon or in any Unit unless the Owner of such Unit has submitted the following documentation to the Developer, and the Developer has approved all of such documentation in writing:

(i) **Architectural Plans.** Construction and architectural plans prepared and certified by a licensed engineer or architect including dimensions for the improvement to be constructed.

(ii) **Specifications.** Specifications for each improvement prepared and certified by a licensed architect or engineer setting forth the type and quality of all materials and workmanship and including a detailed finish schedule for all exterior materials, products and finishes, with actual samples of all exterior materials.

(iii) **Construction Schedule.** A construction schedule specifying the commencement and completion date of construction of the improvement, as well as such other dates as the Developer may specify for completion of stages of the improvement.

A Unit Owner shall submit two copies of the afore-described documents to the Developer, and the Developer shall retain one copy of each document for its records. The Developer shall have 30 days after the receipt of all required plans and specifications to issue a written approval or denial. If the Developer fails to issue a written approval or denial of the plans and specifications within the 30 day period, then written approval will not be required and the plans and specifications submitted shall be deemed to comply with this Section.

(c) **Assignment of Developer's Approval Rights.** Developer's rights under this Article VI, Section 1 may, in Developer's sole discretion, be assigned to the Association or other successor to Developer. From and after the date of such assignment or later expiration of Developer's exclusive powers, the Board of Directors of the Association shall exercise all such powers, and Developer shall have no further responsibilities with respect to any matters of approval or enforcement set forth herein.

Section 2. Activities. No noxious or offensive activity shall be performed upon any Unit, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the other Co-owners. There shall not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium. The Board of Directors of the Association shall be the final arbiter of whether a particular animal, device, or thing is in violation of the foregoing restrictions. No Owner shall do or permit anything to be done or keep or permit to be kept in the Owner's Residence or on the Common Elements anything that will increase the rate of insurance on the Condominium without the written approval of the Association, and each 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, which increased cost may be assessed to and collected from the Owner in the manner provided in Article II hereof.

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Section 3. 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 the Master Deed or in duly adopted rules and regulations of the Association. All rubbish, trash, garbage and other waste shall be regularly removed from each Unit and shall not be allowed to accumulate therein. Trash receptacles shall at all times be maintained inside each individual garage and shall not be permitted to remain elsewhere except for such short periods of time as may be reasonably necessary to permit periodic collection of trash. It shall be the responsibility of each Co-Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings or ground on the Unit which shall tend to substantially decrease the beauty of the Condominium as a whole or any specific area thereof. No lawn ornaments, sculptures or statues shall be placed or permitted to remain on any Unit without the prior written permission of the Board of Directors. No unsightly condition shall be maintained upon any court yard, deck, patio or porch and only furniture and equipment consistent with ordinary court yard, deck, patio or porch use shall be permitted to remain there during seasons when the same are reasonably in use and no furniture or equipment of any kind shall be stored on decks, patios or porches during seasons when the same are not reasonably in use.

Section 4. Animals or Pets. No animals or pets (except a household pet) shall be kept or maintained on any Unit. Only one pet may be kept at a Unit at any time. Any pets kept in the Condominium shall have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. No savage or dangerous animal shall be kept. No animal may be permitted to run loose upon the Common Elements, and any animal shall at all times be attended by a responsible person while on the Common Elements. Any person who causes or permits an animal to be brought or kept on the Condominium property shall indemnify and hold harmless the Association for any loss, damage or liability which the Association may sustain as a result of the presence of such animal on the Condominium property. Notwithstanding the foregoing, the Association shall have the right to further prohibit any Owner from keeping a pet, upon the written request of another Owner and following a majority vote.

Section 5. Vehicles. No trailers, boats, aircraft, commercial vehicles, boat trailers, boats, camping vehicles, camping trailers, snowmobile trailers, jet skis, jet ski trailers or other recreational vehicles, or any other vehicles, other than passenger cars, passenger vans, pick-up trucks and so-called SUVs shall be parked or maintained unless in a suitable garage or parking space in compliance with the restrictions set forth in the Condominium Documents. No vehicle that is used to promote a commercial enterprise, or used in connection with such an enterprise, shall be parked in the Condominium, unless parked in a garage as provided above or in a designated parking space, except while making deliveries or pickups in the normal course of business. Use of motorized vehicles of any kind in off-road General Common Element areas is expressly prohibited.

Section 6. Signs, Advertising and Mailboxes. No commercial signs, except "for sale" signs of a normal and usual size, shape and material, shall be erected or maintained on any Unit except with the written permission of the Board of Directors or except as may be required by legal proceedings. If such permission is granted, the Board of Directors reserves the right to restrict size, color and content of such signs. All mailboxes, delivery receptacles and the like shall be of standard color, size and style determined by the Board of Directors and shall be erected only in areas designated by the Board of Directors.

Section 7. Rules and Regulations. Reasonable regulations consistent with all laws and the Condominium Documents concerning the use of the Common Elements or the rights and responsibilities of the Owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium 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 or posted on a General Common Element. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Owners.

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Section 8. Landscaping. No Owner shall perform any landscaping or plant any trees, shrubs or flowers or place any ornamental materials upon the Common Elements unless approved by the Board of Directors in writing or unless permitted by the Master Deed or the regulations of the Association.

Section 9. Television Antenna and Similar Devices. No outside television antenna or other antenna, or aerial saucer, dish or similar device shall be placed, constructed, altered or maintained on any Unit unless the Board of Directors expressly approves such device.

Section 10. Owner Maintenance. Each Owner shall maintain their Unit and any Limited Common Elements appurtenant thereto for which the Owner has maintenance responsibility in a safe, clean and sanitary condition. All vacant Units must remain free of debris, litter, and trash and be cleaned up regularly. Each Owner shall also use due care to avoid damaging any of the Common Elements including but not limited to the telephone, water, gas, plumbing, electrical or other utility conduits and systems and any other utilities located in or on 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 the Owner or the Owner's 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 excluded 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 11. Common Elements. The Common Elements shall not be obstructed in any way nor shall they be used for purposes other than for which they are reasonably and obviously intended. No Owner may leave personal property of any description (including by way of example and not limitation bicycles, vehicles, chairs and benches) unattended on or about the Common Elements. Use of all Common Elements may be limited to such times and in such manner as the Board of Directors shall determine by duly adopted regulations.

Section 12. Alterations and Modifications of Common Elements. No Owner shall make changes in any of the Common Elements, limited or general, without the express written approval of the Board of Directors. The Board of Directors may approve only such modifications as do not impair the soundness, safety, utility or appearance of the Condominium as provided herein.

Section 13. Weapons. No Owner shall use, or permit the use by any occupant, agent, employee, invitee, guest or member of his or her family of any firearms, air rifles, pellet guns, B-B guns, bows and arrows, sling shots, or other similar weapons, projectiles or devices anywhere on or about the Condominium.

Section 14. Leasing and Rental. An Owner may rent a Unit at any time for any term of occupancy not less than six (6) months and covering not less than the entire Unit, subject to the following:

(a) **Disclosure of Lease Terms to Association.** An Owner desiring to rent or lease a Unit shall disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and, at the same time, shall supply the Association with a copy of the exact lease form for its review for compliance with the Condominium Documents. If Developer desires to rent Units before the Transitional Control Date, it shall notify either the Advisory Committee or each Owner in writing.

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

(c) Procedures in the Event of Non-Compliance with Condominium Documents. If the Association determines that the tenant or non-owner occupant has failed to comply with the conditions of the Condominium Documents, the Association shall take the following action:

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

(ii) The Owner shall have 30 days (or such additional time as may be granted by the Association if the Owner is diligently proceeding to cure) after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.

(iii) If after 30 days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Owners on behalf of the Association, if it is under the control of the Developer, an action for eviction against the tenant or non-owner occupant and simultaneously for money damages in the same action against the Owner and tenant or non-owner occupant for breach of the conditions of the Condominium Documents. The relief provided for in this subparagraph may be by summary proceeding. The Association may hold both the tenant and the Owner liable for any damages to the Common Elements caused by the Owner or tenant in connection with the Site or Condominium.

(d) Notice to Owner's Tenant Permitted Where Owner is in Arrears to the Association for Assessments. When an Owner is in arrears to the Association for assessments, the Association may give written notice of the arrearage to a tenant occupying the Residence within the 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 15. Reserved Rights of Developer.

(a) Developer's Right in Furtherance of Development and Sales. None of the restrictions contained in this Article VI shall apply to the commercial activities or signs or billboards of the Developer with respect to unoccupied Units owned by the Developer, or of the Association in furtherance of its powers and purposes. Notwithstanding anything to the contrary elsewhere herein contained, until all Units in the Condominium are sold by Developer, Developer shall have the right to maintain a sales office, a business office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Condominium as may be reasonable to enable development and sale of the Units in the Condominium by the Developer.

(b) Enforcement of Bylaws. The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, private residential community for the benefit of the Owners and all persons having interests in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape in a manner consistent with the maintenance of such high standards, then the Developer, or any entity to which it may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. The Developer shall have the right to enforce these Bylaws prior to the First Annual Meeting, which right of enforcement shall include without limitation an action to restrain the Association or any Owner from any activity prohibited by these Bylaws.

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ARTICLE VII MORTGAGES

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

Section 2. The Association shall notify each mortgagee appearing in its records 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. 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 AMENDMENTS

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

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

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

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

Section 5. Any amendment to these Bylaws (but not the Association Bylaws) shall become effective upon recording of such amendment in the office of the Register of Deeds in the county where the Condominium is located.

Section 6. 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 IX

LIBER 33893 PG 431

COMPLIANCE

The Association of Co-owners and all present or future Co-owners, tenants, future tenants, or any other persons acquiring an interest in or using the facilities of the Project in any manner are subject to any shall comply with the Act and the mere acquisition, occupancy, or rental of any Unit or an interest therein or the utilization of or entry upon the Condominium Premise 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 X REMEDIES FOR DEFAULT

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

- (a) Failure to comply with any of the terms or provisions of the Condominium Documents or the Act shall be grounds for relief, which may include without intending to limit the same, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of assessment) or any combination thereof, and such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.
- (b) In any proceeding arising because of an alleged default by any Co-owner, the Association, if successful, shall be entitled to recover the costs of the proceeding and such reasonable attorney fees (not limited to statutory fees), as may be determined by the court, but in no event shall any Co-owner be entitled to recover such attorney fees.
- (c) 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, Limited or General, or into any Unit, where reasonable necessary, and summarily remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents.
- (d) The violation of any of the provisions of the Condominium Documents by any Co-owner shall be grounds for assessment by the Association acting through its duly constituted Board of Directors, of monetary fines for such violations. No fine may be assessed unless Rules and Regulations establishing such fine have first been duly adopted by the Board of Directors of the Association and notice given thereof to all Co-owners in the same manner as prescribed in Article II, Section 4, of the Association Bylaws. Thereafter, fines may be assessed only upon notice to the offending Co-owners as prescribed in said Article II, Section 4, and an opportunity for such Co-owner to appear before the Board no less than 7 days from the date of the notice and offer evidence in defense of the alleged violation. All fines duly assessed may be collected in the same manner as provided in Article II of these Bylaws. No fine shall be levied for the first violation. The fine for the second violation shall be \$100. The fine for the third violation shall be \$200. The fine for any subsequent violation shall be \$500.

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

LIBER 33893 PG 432

right of the Association or of any such Co-owner to enforce such right, provision, covenant or condition in the future.

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

Section 4. A Co-owner may maintain an action against the Association and its officers and Directors to compel such persons to enforce the terms and provisions of the Condominium Documents. A Co-owner may maintain an action against any other Co-owner for injunctive relief or for damages or any combination thereof for noncompliance with the terms and provisions of the Condominium Document or the Act.

ARTICLE XII RIGHTS RESERVED TO DEVELOPER

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

ARTICLE XIII 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 of such Documents or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable.

LIBER33893 PG433

**APPENDIX A
TO
PARKDALE CONDOMINIUM ASSOCIATION**

**2005 ESTIMATED BUDGET
(COMMON AREAS ONLY)**

25 UNITS

Items of Expense	Estimated Annual Costs
Insurance	\$ 5,600.00
Heat	\$10,000.00
Electric	\$ 9,000.00
Water	\$ 8,000.00
Trash Removal	\$ 3,500.00
Maintenance & Repairs	\$ 4,000.00
Lawn Maintenance & Snow Removal	\$10,000.00
Management Fee	\$ 7,200.00

	\$57,300.00
Reserve for Replacements	\$ 5,730.00

Total	\$63,020.00

Estimated Monthly Dues for each Unit (4.00% of total or \$ 210.00 per month)

LIBER 33893 PG 434

OAKLAND COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 1651
EXHIBIT "B" TO THE MASTER DEED OF

PARKDALE CONDOMINUM

CITY OF ROCHESTER, OAKLAND COUNTY, MICHIGAN

PROPERTY DESCRIPTION:

PART OF LOT 10 OF SUPERVISOR'S PLAT NO. 1 A SUBDIVISION OF PART OF THE W. 1/2 OF SECTION 11, T. 3 N., R. 11 E., VILLAGE OF ROCHESTER, (NOW CITY OF ROCHESTER) OAKLAND COUNTY, MICHIGAN AS RECORDED IN LIBER 54 OF PLATS, PAGE 47 OF OAKLAND COUNTY RECORDS DESCRIBED AS BEGINNING AT THE S.E. CORNER OF LOT 10, THENCE ALONG THE SOUTH LINE OF SAID LOT 10 N. 87°35'00" W. 227.29 FT., THENCE CONTINUING ALONG SAID SOUTH LINE N. 77°28'20" W. 46.00 FT., THENCE N. 01°70'03" W. 235.07 FT., THENCE N. 65°29'55" W. 60.00 FT., THENCE N. 89°01'42" E. 100.20 FT., THENCE N. 00°44'32" W. 9.75 FT., THENCE N. 89°34'12" E. 108.80 FT., THENCE S. 02°34'30" E. 292.05 FT. TO THE POINT OF BEGINNING, CONTAINING 1.696 ACRES, MORE OR LESS.

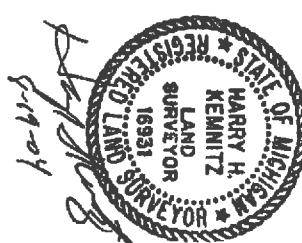
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED IN CONSECUTIVE SEQUENCE. WHEN A NUMBER HAS BEEN ASSIGNED TO THIS PROJECT, IT MUST BE PROPERLY SHOWN IN THE TITLE, SHEET 1 AND THE SURVEYOR'S CERTIFICATE, SHEET 2 ON A LINE BY ITSELF.

DEVELOPER:

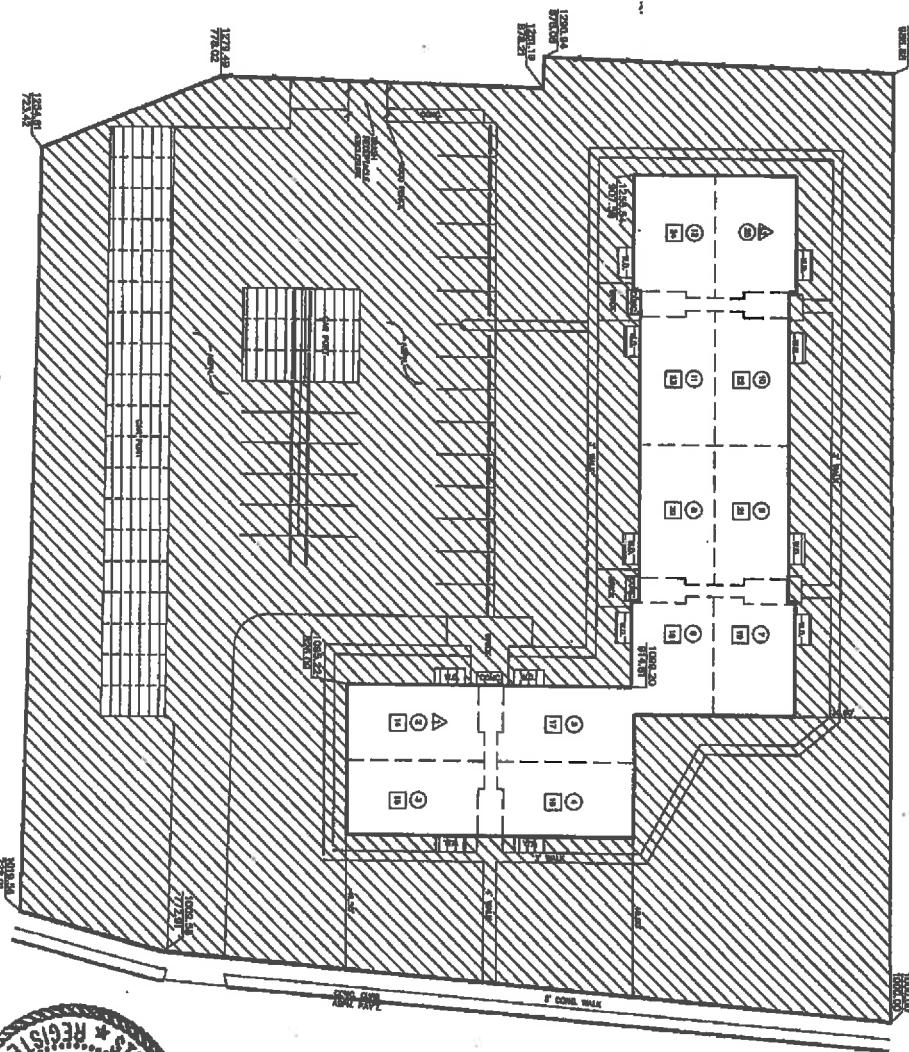
PARKDALE ASSOCIATES, L.L.C.
35520 FORTON CT.
CLINTON TWP., MI 48035

SHEET NO.	SHEET INDEX	TITLE
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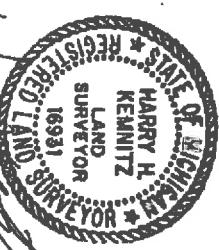
1. COVER SHEET
2. SURVEY PLAN
3. SITE PLAN
4. UTILITY PLAN
5. BASEMENT PLAN
6. BASEMENT PLAN
7. FIRST & SECOND FLOOR PLAN
8. FIRST & SECOND FLOOR PLAN
9. BUILDING CROSS SECTION PLAN



LIBER 33893 PG 436



PARKDALE AVE. (WIDTH VARIES)

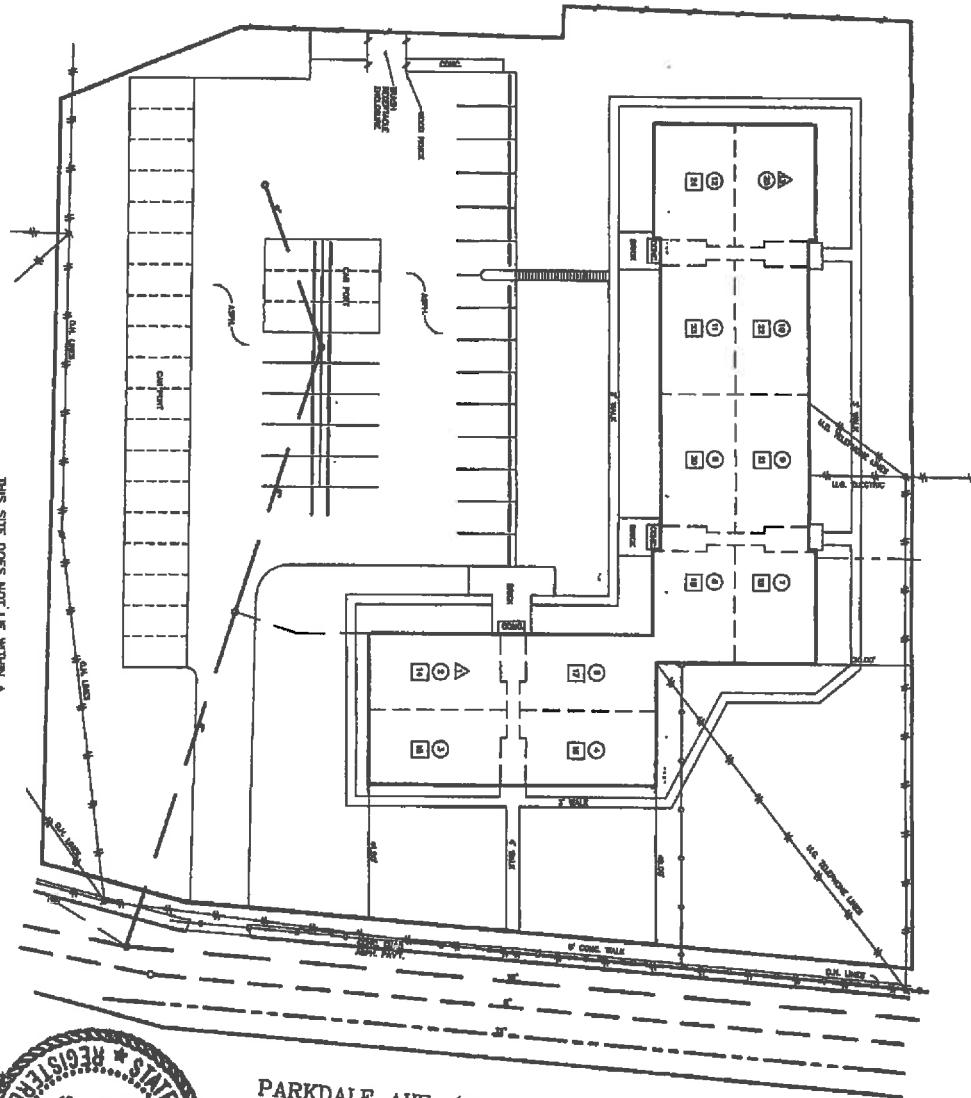


SITE PLAN

DEL-TEC
SURVEYING & ENGINEERING
6000 THREE MILLE RD.
WARREN, MI 48082
(586)753-2828
(586)753-9905

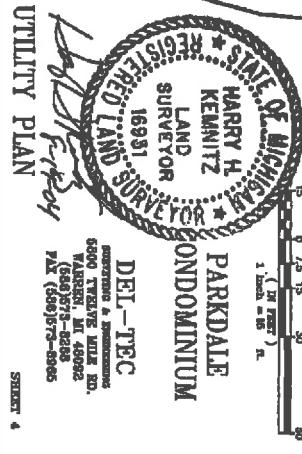
SHEET 3

LIBER33893 PG437



THIS SITE DOES NOT LIE WITHIN A
FEDERALLY ESTABLISHED FLOOD
PLAIN HAZARD AREA

PARKDALE AVE. (WIDTH VARIES)



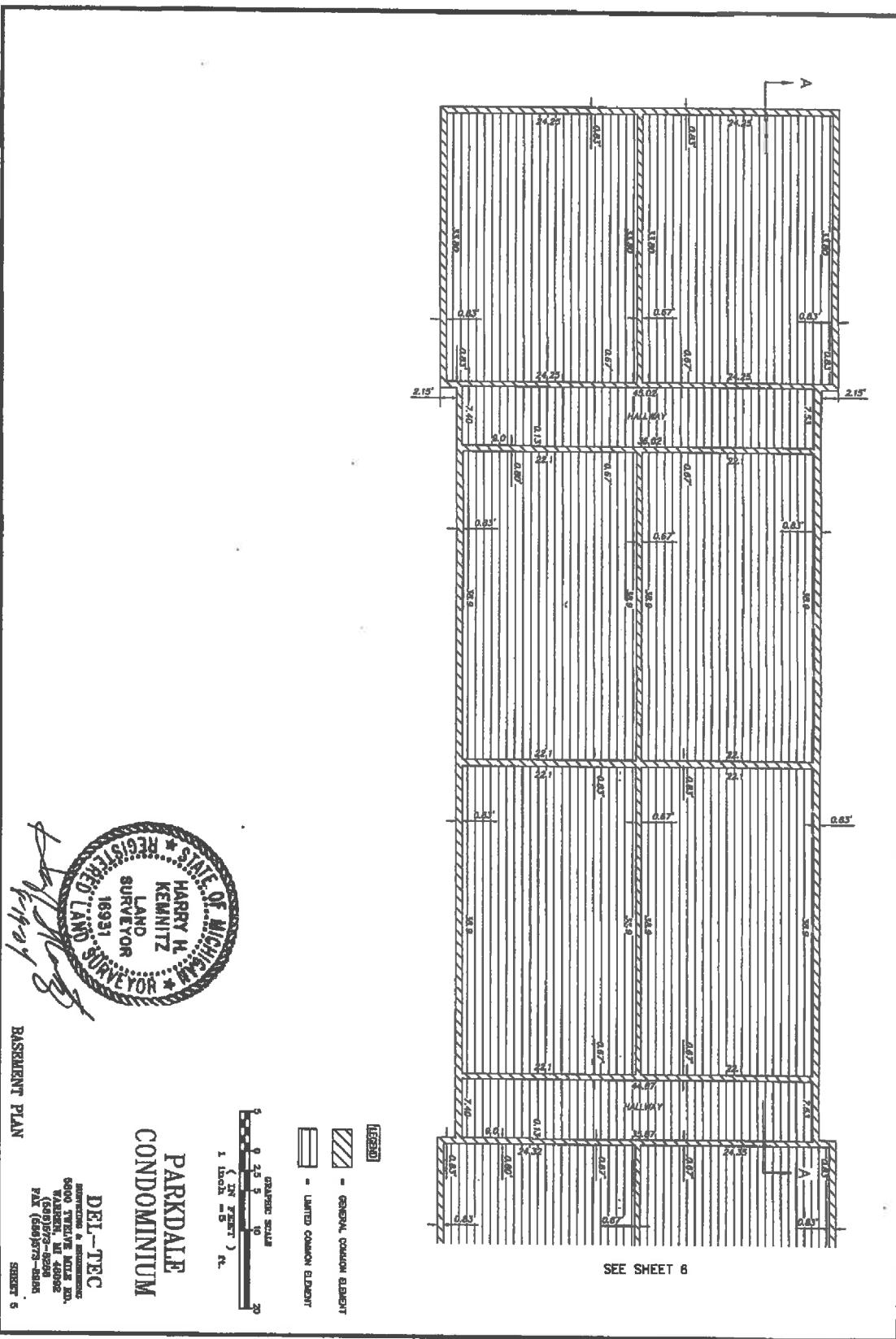
LEGEND:	
▲	UTILITY POLE
○	MANHOLE
▼	CATCH BASIN
■	STREET CATCH BASIN
◎	GATE VALVE & WELL
—	WATER MAIN
—	STORM SEWER
—	SANITARY SEWER
—	GAS SERVICE
—	WATER SERVICE
—	CAV. LINES (UNPENNEDED)
—	CAV. LINES (OPENED)
△	BASMENT UNIT
○	FIRST FLOOR UNIT
□	SECOND FLOOR UNIT
—	CONCRETE BLOCK

UTILITY PLAN

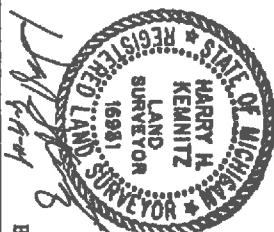
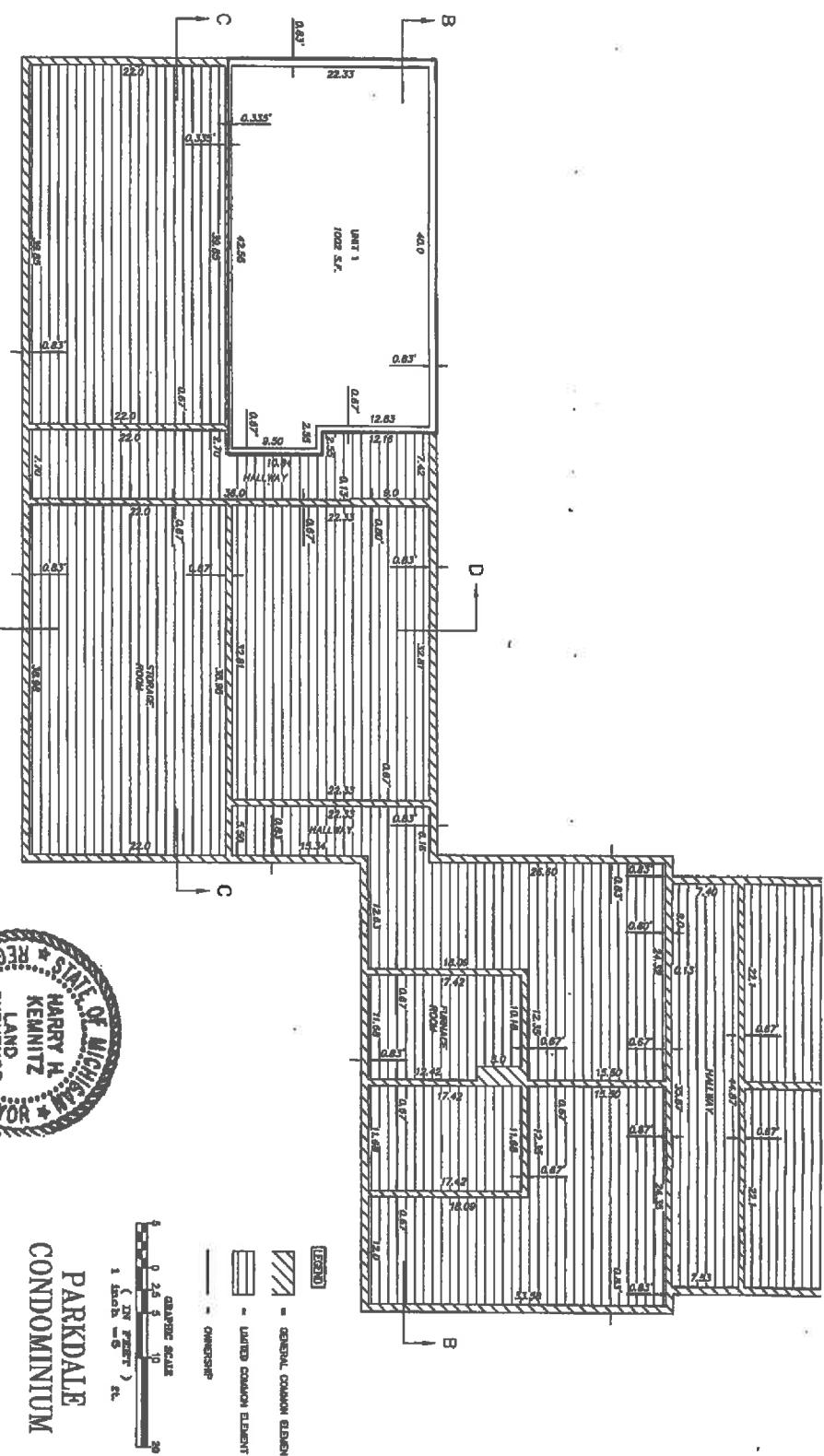
SERIAL 4

DEL-TEC
CONTRACTORS & ENGINEERS
5000 TROYVILLE RD.
WARREN, MI 48082
(586)775-5262
(586)775-5265

LIBR33893 PG438



LIBER33893 PG439



SEE SHEET 5

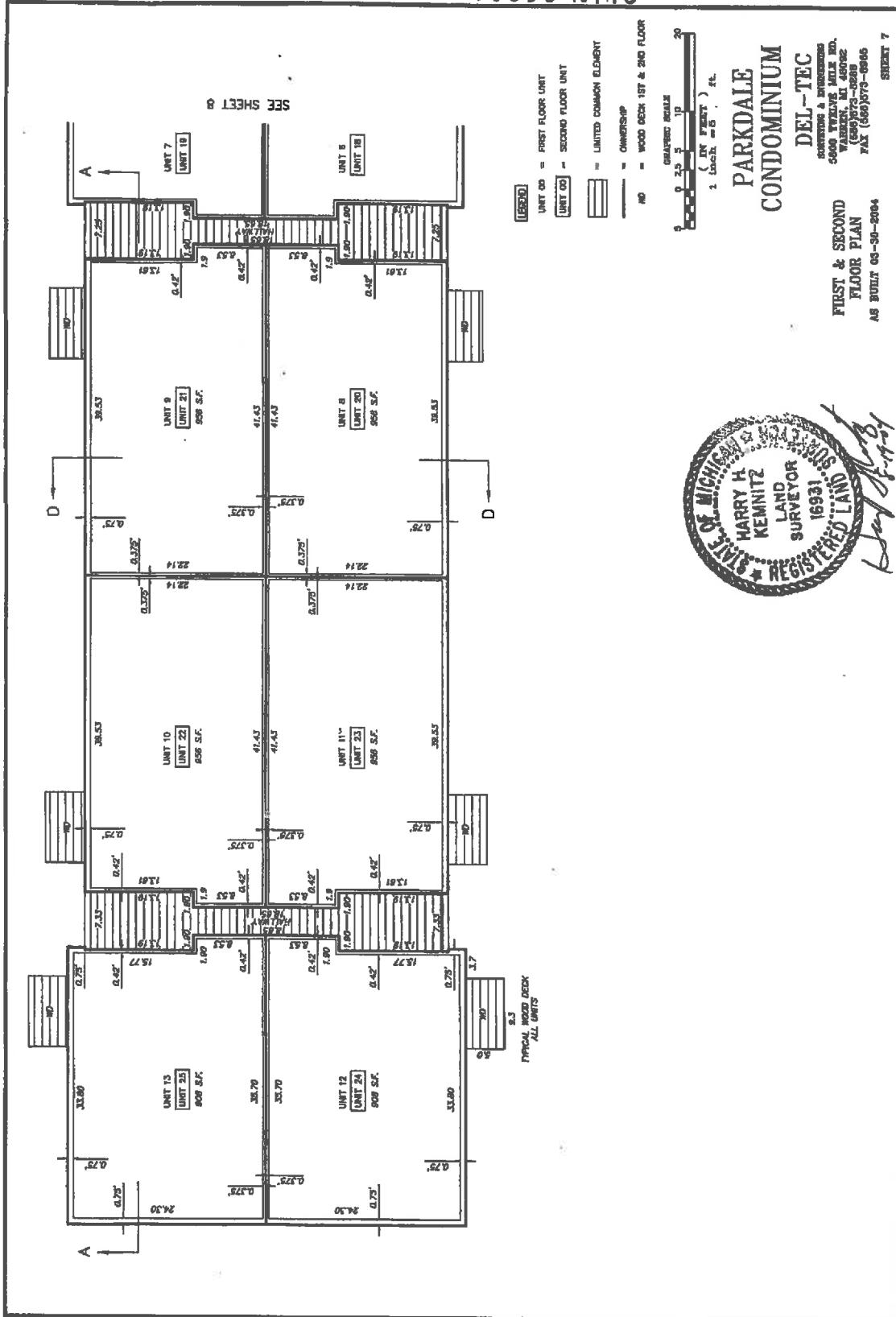
PARKDALE CONDOMINIUM

DEL-TEC

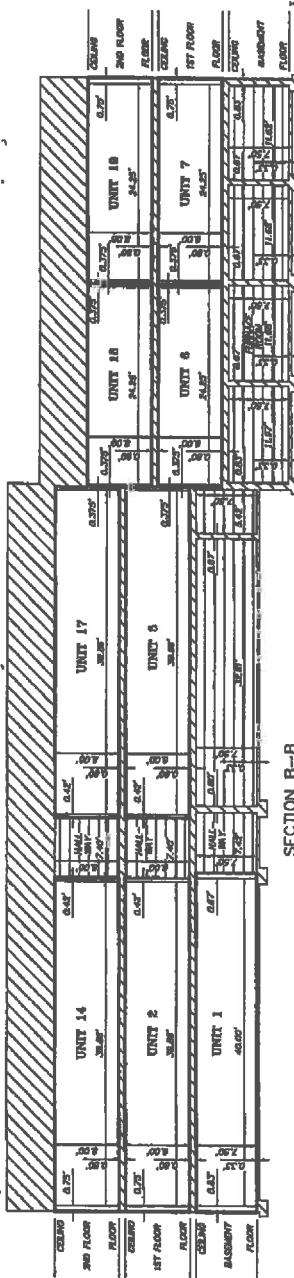
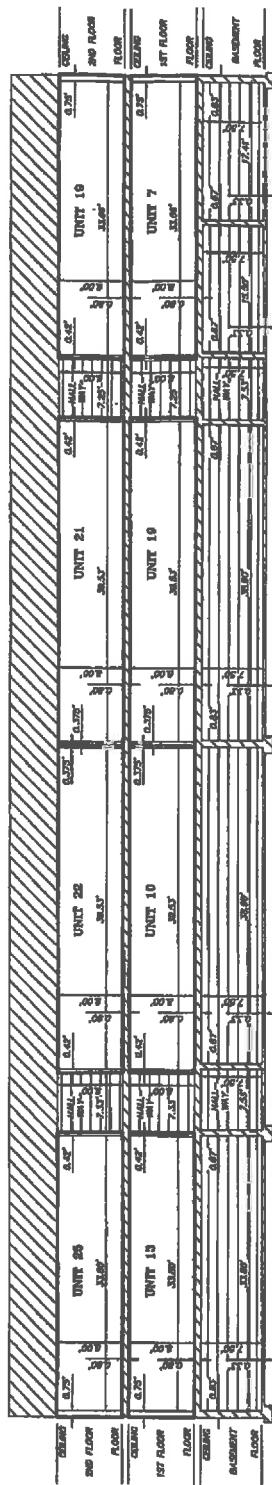
5000 TOWER DR E
WAVERLY, MI 49003
(586)573-5238
FAX (586)573-5235

BASEMENT PLAN

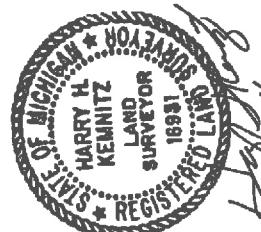
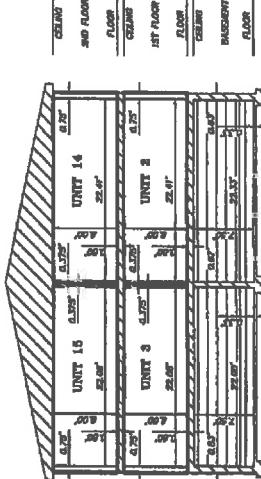
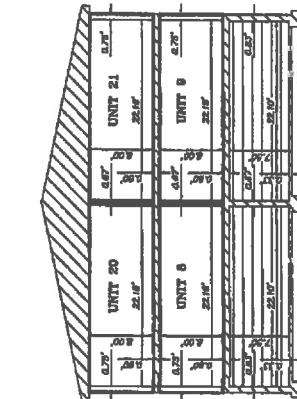
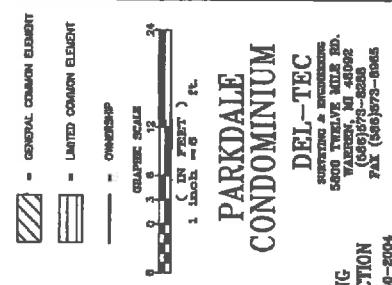
LIBER 33893 PG 440



LIBER 33893 PG 42



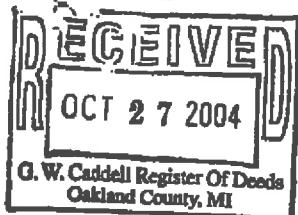
LEGEND

PARKDALE
CONDOMINIUM

DEL-TEC

STRUCTURE & MACHINERY
5400 TWELVE MILE RD.
WALES, MI 48082
(313) 573-8280
FAX (313) 573-8285
AS BUILT 03-30-2004
SHEET 9

LIBER 34380 PG285



453329
LIBER 34380 PAGE 285
\$16.00 MISC RECORDING
\$4.00 REMONUMENTATION
11/05/2004 03:50:26 P.M. RECEIPT# 133643
PAID RECORDED - OAKLAND COUNTY
G.WILLIAM CADDELL, CLERK/REGISTER OF DEEDS

**FIRST AMENDMENT TO MASTER DEED
PARKDALE CONDOMINIUM**

This First Amendment to Master Deed is made and executed this 29th day of September, 2004, by Parkdale Rochester Associates, L.L.C. (the "Developer"), a Michigan limited liability company, whose address is 35520 Forton Court, Clinton Township, Michigan 48035, pursuant to the provisions of the Michigan Condominium Act (being Act 59 of the Public Acts of 1978, as amended).

WITNESSETH

9001651

Whereas, Developer prepared and recorded a Master Deed for Parkdale Condominium, dated August 25, 2004, and recorded August 26, 2004, in Liber 33893, Page 407, of Oakland County Records; and

OCLP# 1651 15-11-329-000ent

Whereas, the Developer was mistakenly identified in the Master Deed as Parkdale Associates, L.L.C.; and

Whereas, the Developer was additionally made aware of an error in its description relating to the roof and foundation as limited common element, when it was the intent of the Developer that the roof and foundation be general common elements; and

Whereas, the Developer has additionally revised its 2005 Estimated Budget, which was contained as an attachment to the Bylaws, and is more fully described herein.

Now, therefore, the Developer hereby amends the Master Deed and Bylaws for Parkdale Condominium as follows:

1. Article III "Definitions", (j) is modified as follows:

(j) "Developer" means Parkdale Rochester Associates, L.L.C., a Michigan limited liability company, its successors or assigns. All development rights reserved to Developer herein are assignable in writing; provided, however, the conveyance of Units by Developer shall not serve to assign Developer's development rights unless the instrument of conveyance expressly so states.

2. Article IV "Common Elements" Section 1. (g) is re-stated as follows:

(g) Construction. Foundations, supporting columns, Unit perimeter walls (excluding windows and doors therein), roofs, ceilings, floor construction between Unit levels.

3. Article IV "Common Elements" Section 3. (a) is modified as follows:

3P
R

O.K. - LG

LIBER34380 PG286

(a) Each Co-owner shall be responsible for the Limited Common Elements assigned to it and for all portions of the building adjacent to such Co-owners's unit, including windows and floor, and any utility line, wherever located, which services the Co-Owner's Unit.

4. The 2005 Estimated Budget, contained as Appendix A of the Bylaws, is hereby revised as follows:

2005 Estimated Budget

Common Area Only

25 Units

Expense Description	Estimated Annual Cost
Insurance	\$ 5,600.00
Heat	\$ 8,000.00
Electric	\$ 3,000.00
Water	\$ 5,000.00
Trash Removal	\$ 2,700.00
Maintenance & Repair	\$ 4,000.00
Lawn Maintenance & Snow Removal	\$ 8,000.00
Management Fee	\$ 4,500.00
Reserve for Replacements	\$ 40,800.00 \$ 4,080.00
Total	\$ 44,880.00

Estimated Monthly Dues for each Unit = 4.00% of total, or \$150.00 per month.

In all other respects, the original Master Deed & Bylaws for Parkdale Condominium, as recorded, is hereby affirmed and ratified.

Developer
Parkdale Rochester Associates, L.L.C.

By: John Serra, Manager

Mark Murphy
John Serra
Mackay
Peter Bier
Fritz Beck

LIBER 34380 PG287

STATE OF MICHIGAN)
)ss.
COUNTY OF OAKLAND)

On this 29th day of September, before me personally appeared John Serra, Manager of Parkdale Rochester Associates, L.L.C., who acknowledged and executed this instrument on behalf of the Developer.

Lynn P. Darmes

Notary Public LYNN P. DARMES
 NOTARY PUBLIC MACOMB CO., MI
 MY COMMISSION EXPIRES Sep 11, 2008

Prepared by and when
recorded return to:

Mark Capaldi
261 East Maple, Suite 4
Birmingham, Michigan 48009

Acting in Macomb County