



Michigan Department of Commerce

Lansing, Michigan

This is to Certify That the Annexed Copy of

the 16 page corporate document for

"4100 WEST" CONDOMINIUM ASSOCIATION

has been compared by me with the record on file in this Department and that the same is a true copy thereof, and the whole of such record.

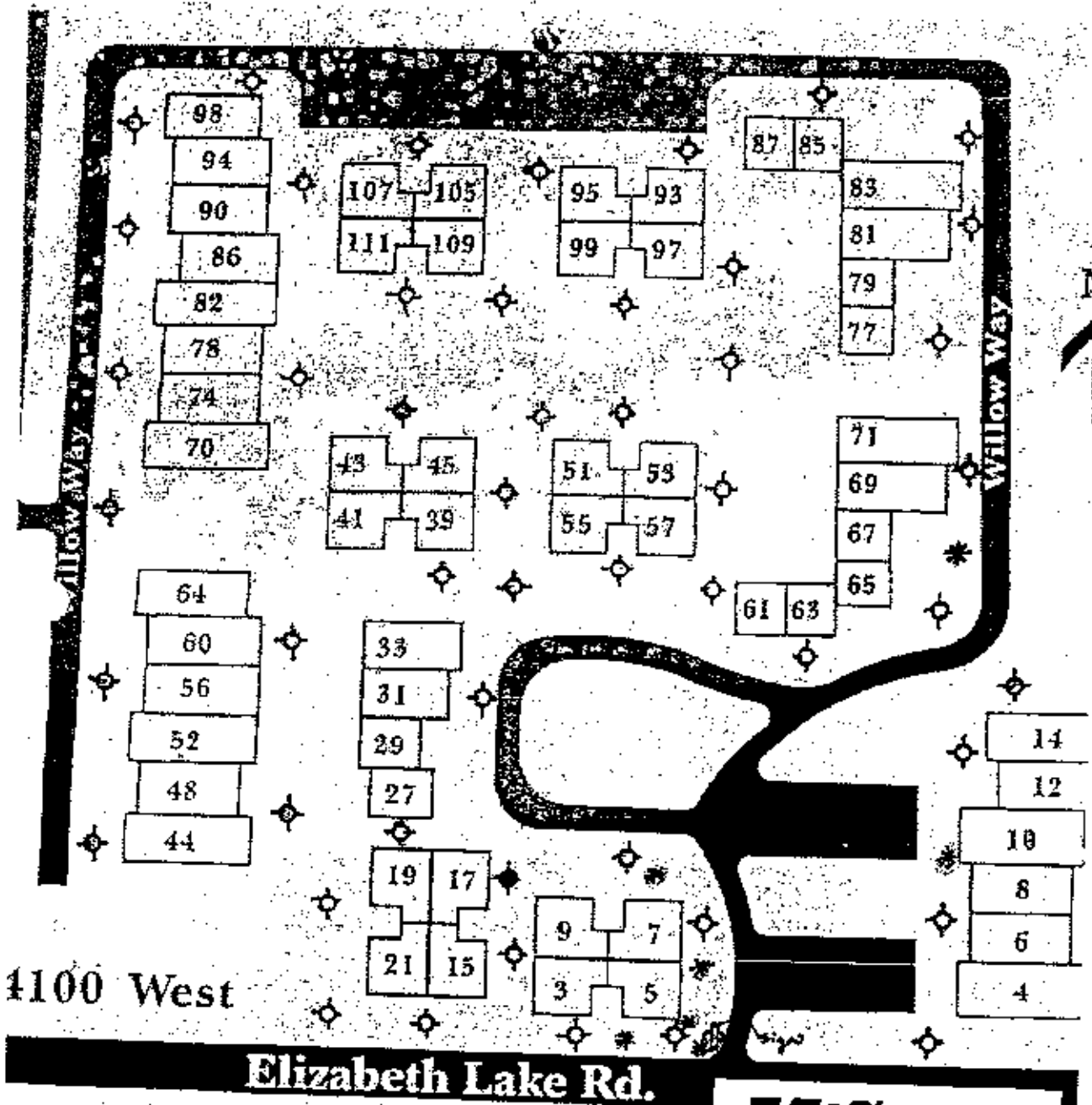
In testimony whereof, I have hereunto set my hand and affixed the Seal of the Department, in the City of Lansing, this 24th day of November, 19 87

Director

AS OF 8/8/08
9:30 P.M.

- * SPICES undecorated
- ⊙ ON
- ⊙ OUT
- ⊙ OWNER @ 14 Disconnected

RCM



4100 West

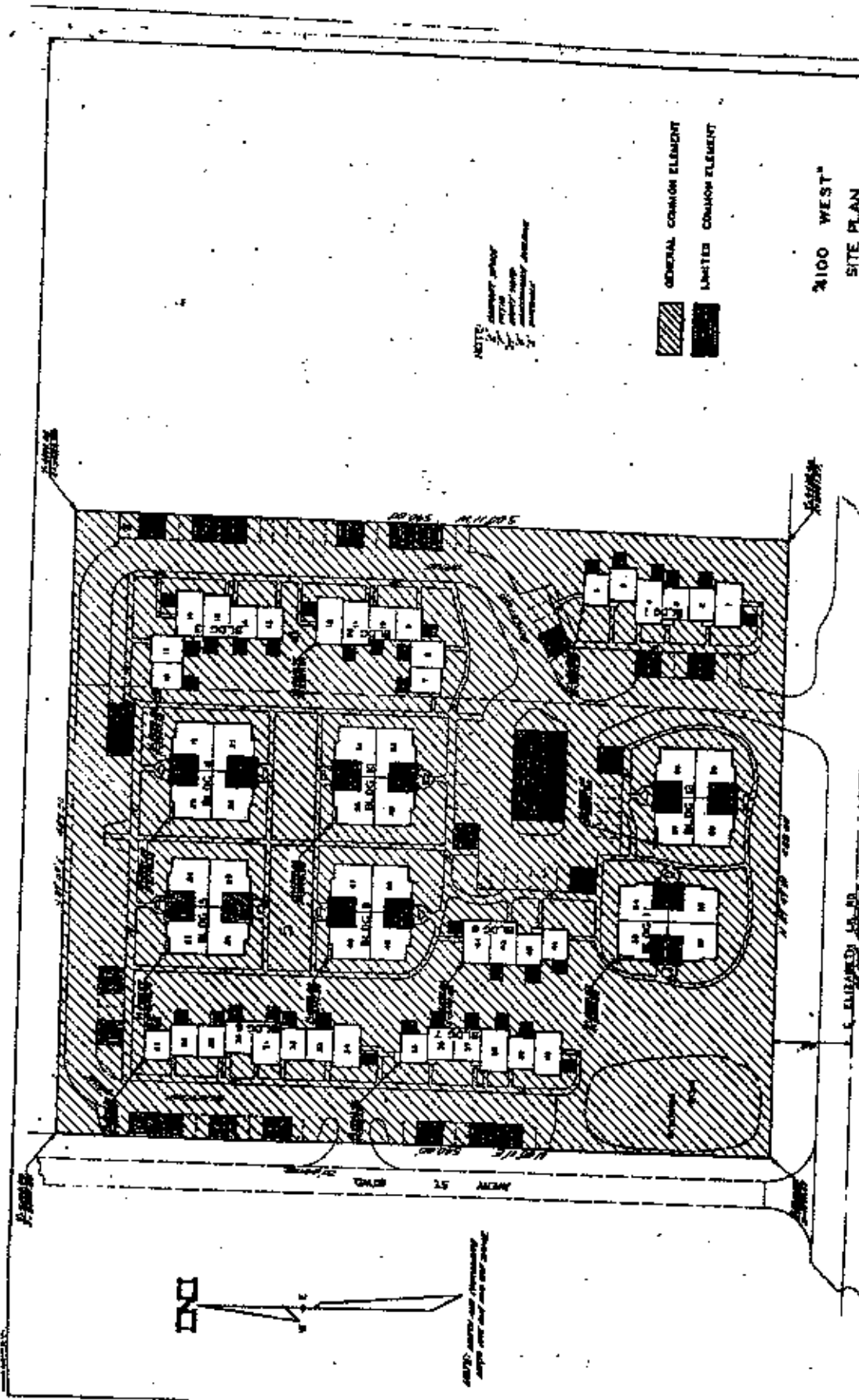
Elizabeth Lake Rd.

McChesney Electric, Inc.

24 HOUR EMERGENCY SERVICE
Electrical Contractor
Commercial & Residential • Licensed & Insured

Bob McChesney	22036 Woodward Ave.
Master Electrician	Farmdale, NY 11737
Cell: 248.302.8446	Phone: 248.641.5396
bobchesney@mcglobal.net	Fax: 248.541.8334
www.mcchesneyelectric.com	

4100 West



NOTES:
 1. SEE SHEET 2100 WEST FOR
 2. SEE SHEET 2100 WEST FOR
 3. SEE SHEET 2100 WEST FOR
 4. SEE SHEET 2100 WEST FOR

GENERAL COMMON ELEMENT
 LIMITED COMMON ELEMENT

3100 WEST
SITE PLAN

WEST ARCHITECTURAL, INC. 1234 S. MAIN ST. DENVER, CO. 80202	3/12

November 23, 1972

117 OCT 20 PM 2 '53

Director of Securities Bureau
Michigan Department of Commerce
7 Story Office Building
Lansing, Michigan 48913

[Handwritten signature]
Clerk of Court

Gentlemen:

This letter is to advise you that we are aware of the intended development by Raymond L. O'Neil, Helen O'Neil, his wife, Roger O'Neil, a single man, and Ronald Ray O'Neil and Dolores M. O'Neil, his wife, of the 4100 West Condominium in Waterford Township, Oakland County, Michigan, as a Michigan Condominium Project, and our commitment to offer financing of this project, both construction monies and mortgages, are with that knowledge and consent that this project be developed as a condominium.

Such commitments are subject, but not limited to, excerpts from mortgage release provisions and title insurance provisions appended hereto as exhibits A and B.

Sincerely,

[Handwritten signature of Ivan M. Forbes]
Ivan M. Forbes

[Handwritten signature of Donna Mehr]
Donna Mehr
[Handwritten signature of Lawrence Natinsky]
Lawrence Natinsky

IMF/jg
Enc.
cc: O'Neil Realty Company
First Federal Savings and Loan
Association of Oakland

This letter is in conjunction with Master Deed "4100 WEST", a Condominium, Subdivision Plan #117, for the following described property: Land situated in the Township of Waterford, County of Oakland, and State of Michigan, described as follows: Lots 4 and 5 "Stringham Farms Subdivision" of part of the NE 1/4 of Sec. 27, T3N, R9E, Waterford Township, Oakland County, Michigan, as recorded in Liber 55, Page 18 of Plats, Oakland County Records, which Master Deed was previously recorded in Liber 6001, Pages 357 to 386.

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this

20th day of December 1972

by Ivan M. Forbes

My commission expires
March 27, 1973

[Handwritten signature of Lawrence Natinsky]
Lawrence Natinsky
Notary Public Oakland County, Michigan

Instrument Drafted by Ivan M. Forbes

Business Address 610 Pontiac State Bank Bldg Pontiac

Recording Fee

When recorded return to Lawrence Natinsky
2111 E. Ten Mile Ave. Pontiac

State Transfer Tax

Send subsequent tax bills

Tax Parcel #



WILLIAM G. MILLIKEN, Governor

DEPARTMENT OF COMMERCE

LAW BUILDING, LANSING, MICHIGAN 48913

RICHARD K. HELMBRECHT, Director

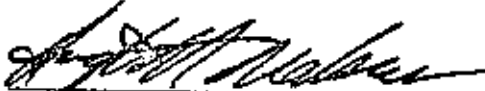
ORDER

CERTIFICATE OF APPROVAL OF MASTER DEED

In re: Application of Ray O'Neil Building Co., Inc., 3520 Pontiac Lake Rd., Pontiac, Michigan, Developer, for a Certificate of Approval of Master Deed for 4100 WEST CONDOMINIUM, N.E. corner of Elizabeth Lake Rd., & N. Avery St., Waterford Township, Oakland County, Michigan.

1. Application having been duly made and examined,
2. A Certificate of Approval of the Master Deed for the above condominium is hereby given to the developer, pursuant to Act 229, Public Acts of 1963, as amended, subject to the following conditions:
 - a. That consents to the submission of the real property to a condominium project or discharges of all mortgage liens be obtained from all mortgagees and recorded prior to the recordation of the Master Deed.
 - b. That this order be recorded with the County Registry of Deeds at the same time as the Master Deed itself is so recorded.
 - c. That the Master Deed shall not be recorded without a certification by the Treasurer collecting same that all property taxes and special assessments which have become a lien on the property involved in the project have been paid in full.
 - d. When construction has been completed the developer shall amend the master deed by filing "as built" plans.
3. This Certificate of Approval of the Master Deed becomes effective immediately.

MICHIGAN DEPARTMENT OF COMMERCE
Richard K. Helmbrecht, Director

By 
Hugh H. Makens, Director
Corporation & Securities Bureau

Dated: December 5, 1972
Lansing, Michigan



6001 357

72 100601

PLAN # 117

MASTER DEED "4100 WEST", A CONDOMINIUM
(Act 229, Public Acts of 1963)
OAKLAND COUNTY CONDOMINIUM SUBDIVISION PLAN

3/11/77

13-27-274-017

In the Township of Waterford, County of Oakland, State of Michigan, on the 2 day of March, A.D. 1972, RAY O'NEIL BUILDING COMPANY, INC., a corporation organized and existing under the laws of the State of Michigan, whose principal office is situated at 3520 Pontiac Lake Road, Pontiac, Michigan, its successors and assigns, sometimes hereinafter referred to as "Developer", represented in this Master Deed by its President, who is fully empowered and qualified to execute this Master Deed by its President, who is fully empowered and qualified to execute this Master Deed on behalf of said corporation, does hereby state:

FIRST: Developer owns a parcel of land situated in the Township of Waterford, County of Oakland, State of Michigan, described as follows:

Lots 4 and 5 "Stringham Farms Subdivision" of part of the Northeast 1/4 of Section 27, T3N, R9E, Waterford Township, Oakland County, Michigan, as recorded in Liber 55, Page 18 of Plats, Oakland County Records.

SECOND: Developer hereby declares on behalf of itself, its successors, grantees and assigns, to its grantees and their respective heirs, successors and assigns, as well as to any and all persons having, acquiring, or seeking to have or acquire any interest of any nature whatsoever, in and to any part of the real property hereinbefore described as follows:

A. Said parcel of land, from and after the date of the recording of this Master Deed in the office of the Register of Deeds for Oakland County, Michigan, shall be, and continue as a condominium project, in accordance with the provisions of Act 229 of the Public Acts of Michigan, 1963, as amended, and shall be further subject to all the provisions of said Public Act, this Master Deed and the By-laws incorporated herein, and as from time to time amended as provided by law.

B. The administering body, authorized to administer the affairs of this condominium project, shall be "4100 WEST" Condominium Association, a non-profit corporation, organized under the laws of the State of Michigan as hereinafter referred to by the By-laws incorporated herein, said By-laws are attached hereto as Exhibit A.

THIRD: The project consists of twelve (12) buildings. Buildings No. 4, 5, 9, 10, 11 & 12 contain all 1-story 2 bedroom studio apartments. Buildings No. 1, 2, 3, & 7 each contain three 2-story 2 bedroom apartments, one 2-story 3 bedroom apartment, and one 2-story 1 bedroom apartment, and one 1-story 1 bedroom apartment. Building No. 6 contains one 2-story 3 bedroom apartment, five 2-story 2 bedroom apt., one 2-story 1 bedroom apt., and one 1-story 1 bedroom apt. Building No. 8 contains one 2-story 2 bedroom apt., one 2-story 3 bedroom apt., one 2-story 1 bedroom apt., and one 1-story 1 bedroom apartment.

Each of said dwelling units is capable of individual utilization on account of having its own entrance and exit to and from the common elements of the project, and is attached to adjoining unit by a common party wall or walls. Said buildings are designated in the plans attached hereto as Exhibit "B" by the numbers 1 through 12, with each dwelling unit identified by numbers 1 through 60.

OFFICE OF
J. PERES,
JACQUES
18TH LANE ROAD
MICH. 48034
2-6000

Each of said dwelling units will be sold to a co-owner, each co-owner obtaining fee simple title to the dwelling unit, and exclusive rights of use on certain additional land appurtenant to such dwelling unit as limited common elements together with an undivided interest in the general common elements of the project, as hereinafter listed in this Master Deed.

FOURTH: The dwelling units, including the number, boundaries, dimensions and area of each dwelling unit, are set forth and described more particularly in Exhibit "B" attached hereto. The dwelling units in each building are described by consecutive numbering.

FIFTH: The following facilities and elements of the project are common elements:

A. The general common elements of the project are:

1. The parcel of land described in Paragraph (1) hereof, including all sidewalks and walkways, driveways, easements, parking areas and open spaces, except the limited common elements as set forth in Paragraph Fifth (B).
2. Except as otherwise provided in this paragraph, all parts of the improvements which are not included within the dwelling unit to which the co-owner has fee title, excepting the limited elements hereinafter described.
3. An easement of support in every portion of another dwelling unit which contributes to the support of the building, and adjacent areas to which the same may shift or move or settle due to the elements or ground conditions.
4. The roofs, wiring, heat ducts and their supporting materials.
5. Sewage, drainage and water systems and all equipment pertaining thereto, and the area in which they are located, including the water retention basin, part or all of which systems and areas may be conveyed to or made subject to Governmental authority as required of the Developer or the Condominium Association.
6. The maintenance building and all its facilities, the incinerators, if any, and in general, all devices or installations existing for common use, but as may be limited by Governmental requirements and controls.
7. All other elements of the condominium project not hereinafter designated as limited common elements which are intended for common use or necessary to the existence, upkeep and safety of the project.
8. All utility installations and the areas in which located when they service multiple units, including adjacent areas for entry for repair, maintenance and service.

B. The limited common elements of the project are a covered parking space appurtenant to each dwelling unit, the patio where appurtenant to a dwelling unit, the balcony where appurtenant to a specific dwelling unit, porch entrances appurtenant to specific units, all of which are designated by the unit number to which they are assigned. Said limited common elements are reserved in the Master Deed for the use of specified dwelling units to the exclusion of the other dwelling units, and are more particularly set forth in Exhibit "B" attached hereto.

C. No co-owner shall use his dwelling unit nor the general or limited 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 another co-owner in the use and enjoyment of his dwelling unit or the general or limited common elements.

SIXTH: (A) The dwelling units in the condominium are completely located and described in Exhibit "a" attached hereto and made a part hereof being the plans of "4100 West" Condominium project as surveyed by Kieft Engineering of Clarkston, Michigan. There exists an individual set of co-ordinates applicable to each building as fully set forth in Exhibit "B". The dwelling unit to which a co-owner shall obtain fee simple title shall include all that space contained within the four (4) horizontal lines connecting the four (4) corners delineated by the co-ordinate points given for each corner, less any general or limited common elements contained therein.

(B) The percentage of value assigned to each dwelling unit in the condominium shall be as hereinafter set forth in subparagraph "C" hereof. The percentage of value assigned to each dwelling unit shall be determinative of the proportionate share of each respective co-owner in the proceeds and expenses of the administration and for voting purposes. The total value of the project is 100%.

(C) The percentage value of all dwelling units and their respective buildings, designated by numbers 1 through 12, and 1 through 60, as identified on the condominium subdivision plans, is as follows:

BUILDING NO. 1		BUILDING NO. 2		BUILDING NO. 3	
UNIT	PERCENT VALUE	UNIT	PERCENT VALUE	UNIT	PERCENT VALUE
No. 1	1.47%	No. 7	1.61%	No. 13	1.70%
No. 2	1.66%	No. 8	1.70%	No. 14	1.66%
No. 3	1.66%	No. 9	1.70%	No. 15	1.95%
No. 4	1.39%	No. 10	1.66%	No. 16	1.52%
No. 5	1.66%	No. 11	1.95%	No. 17	1.70%
No. 6	1.56%	No. 12	1.52%	No. 18	1.61%
BUILDING NO. 4		BUILDING NO. 5		BUILDING NO. 6	
UNIT	PERCENT VALUE	UNIT	PERCENT VALUE	UNIT	PERCENT VALUE
No. 19	1.66%	No. 23	1.66%	No. 27	1.56%
No. 20	1.66%	No. 24	1.66%	No. 28	1.66%
No. 21	1.66%	No. 25	1.66%	No. 29	1.66%
No. 22	1.66%	No. 26	1.66%	No. 30	1.66%
				No. 31	1.39%
				No. 32	1.66%
				No. 33	1.66%
				No. 34	1.47%
BUILDING NO. 7		BUILDING NO. 8		BUILDING NO. 9	
UNIT	PERCENT VALUE	UNIT	PERCENT VALUE	UNIT	PERCENT VALUE
No. 35	1.56%	No. 41	1.61%	No. 45	1.60%
No. 36	1.66%	No. 42	1.70%	No. 46	1.60%
No. 37	1.66%	No. 43	1.95%	No. 47	1.66%
No. 38	1.89%	No. 44	1.52%	No. 48	1.66%
No. 39	1.66%				
No. 40	1.47%				

LAW OFFICES BY
OWELL, PERES,
ARR & JACQUES
10000 W. LANSING BLVD
TROY, MICH. 48064

BUILDING NO. 10		BUILDING NO. 11		BUILDING NO. 12	
UNIT	PERCENT VALUE	UNIT	PERCENT VALUE	UNIT	PERCENT VALUE
No. 49	1.63%	No. 53	1.63%	No. 57	1.63%
No. 50	1.63%	No. 54	1.63%	No. 58	1.63%
No. 51	1.63%	No. 55	1.63%	No. 59	1.63%
No. 52	1.63%	No. 56	1.63%	No. 60	1.63%

SEVENTH: So long as the Developer owns one or more dwelling units in the project, the Developer itself shall be subject to the provisions of the Master Deed and Exhibits "A" and "B" attached hereto. The Developer covenants to take no action which will adversely effect the rights of the association of co-owners, with respect to assurances against latent defects in the project or other rights assigned to the association of co-owners by reason of the establishment of the condominium.

EIGHTH: The percentage hereinbefore allocated to each dwelling unit in Paragraph Sixth shall not be changed without the unanimous consent of all the co-owners expressed in an amendment to this Master Deed duly approved and recorded.

NINTH: If the condominium project is totally or partially damaged or destroyed or partially taken by eminent domain, the repair, reconstruction or disposition of the property shall be provided by the by-laws attached hereto as Exhibit "A".

TENTH: In the event that any portion of a dwelling unit or common element encroaches upon another dwelling unit or common element due to shifting, settling, or moving of the building, reciprocal easements shall exist for the maintenance of such encroachments for as long as such encroachment exists.

The condominium shall have a permanent easement for the purpose of maintaining and repairing the exterior of the dwelling units, external improvement and the common elements, which easement shall be administered by the association.

All agencies and companies furnishing utility services such as light, heat, power, water, communications, sewage and rubbish disposal, shall have an easement across said parcel of land described in Paragraph First and through the buildings, improvements and structure thereon, and any wall or structure used or to be used for the installation or repair or maintenance of such service. Any cost not paid for by the utility company, incurred in the opening and repairing of any wall or structure to install, repair or maintain such utility services shall be an expense of administration to be assessed in accordance with the by-laws attached hereto as Exhibit "A".

ELEVENTH: The condominium project shall not be waived, vacated or revoked, or any of the provisions herein amended, excepting the Developer shall have the absolute right to amend the Master Deed and its exhibits to correct errors and impracticable provisions found therein, and except as hereinafter provided in Exhibit "A" unless all of the co-owners and the mortgagees of all the mortgages, covering the dwelling units unambiguously agree to such waiver, termination, revocation or amendment by duly approved and recorded instruments.

Pursuant to the Michigan Horizontal Real Property Act, the undivided interest in the general common elements shall be appurtenant to each dwelling unit. Such undivided interest may not be partitioned.

IN OFFICE OF
 WILL PERES
 & JACQUES
 REALTY CASE 6004
 150 NICH. 6004
 SERIAL 4-1508

All other provisions of this Master Deed notwithstanding, Developer reserves the right, so long as it owns one or more dwelling units in the project, to dedicate roads within the parcel of land described in Paragraph one (1) hereof, to those State and local governmental units having authority to accept same, and to convey all necessary easements for water, sewer, gas or electrical, or any other public utility presently furnishing or intending to furnish such services to the project. This provision includes the right to transfer ownership of such pipes, fixtures and equipment which exist for the purpose of supplying such utilities provided further that the Developer shall also have the right to bind the Condominium Association to Agreements for and fees regarding such utilities and services and for maintenance and care of the water retention basin located in the Condominium.

TWELFTH: All terms used in this Master Deed shall be construed to have the same meaning as defined in Section 11 of Act 229 or Public Acts of Michigan as amended. The term "dwelling unit" as used in this Master Deed in by-laws shall be construed to be synonymous with the term "apartment" as defined in said Section 11.

RAY O'NEIL BUILDING, INC.

By: Raymond L. O'Neil
Raymond L. O'Neil, President

(Corporate Seal)

WITNESSES:

Christian F. Powell
Christian F. Powell
Lawrence Matinsky
Lawrence Matinsky

STATE OF MICHIGAN)
COUNTY OF OAKLAND) ss

On this 5th day of March, A.D. 1972, before me, a Notary Public in and for said County, appeared Raymond L. O'Neil to me personally known, who being duly sworn by me did say that he is president of RAY O'NEIL BUILDING, INC., named in and which executed the within instrument, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and Raymond L. O'Neil alleged said instrument to be the free act and deed of said corporation.

Oakland County Treasurer's
Certificate C. RICH DENNEY

Christian F. Powell
Christian F. Powell
Notary Public, Oakland County, Mich
My Commission expires: 12/31/75

LAW OFFICES OF
OWELL, PEREK
LANN & JACQUES
OF WISCONSIN LAKE ROAD
PONTIAC, MICH. 48064
FEDERAL #1800

Master Deed drafted by:
Christian F. Powell, Attorney
3505 Elizabeth Lake Road
Pontiac, Michigan 48054

EXHIBIT A
BY-LAWS OF "4100 WEST" CONDOMINIUM

ARTICLE I
ASSOCIATION OF CO-OWNERS

Sec. 1. "4100 WEST" condominium, located in Waterford Township, Oakland County, Michigan, shall be administered by an Association of Co-owners which shall be a non-profit corporation, hereinafter sometimes called the Association, organized under the laws of the State of Michigan.

Sec. 2. The Association shall manage, maintain and operate the condominium and its common elements, and shall be organized to do so in accordance with the Master Deed, these by-laws, the articles of incorporation, by-laws adopted by the Association and the laws of the State of Michigan.

Sec. 3. The Association may provide for independent management.

Sec. 4. The Association shall keep detailed books for 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 in behalf of the Association and the co-owners. Such account shall be open for inspection by the Co-owners during reasonable working hours and shall be audited annually by qualified auditors. The costs of such audit shall be an expense of administration.

ARTICLE II
MEMBERSHIP

Sec. 1. Each co-owner of a dwelling unit in "4100 WEST" condominium shall be a member of the Association. No other person or entity shall be entitled to membership.

Sec. 2. Membership in the Association shall be established by recording with the Register of Deeds for Oakland County, Michigan, a Deed or other instrument establishing change of record title to a dwelling unit in the condominium or extensions thereof and the delivery to the Association of a certified copy of such instrument. The new co-owner designated by such instrument shall thereby become a member of the Association and membership of the prior co-owner shall thereby be terminated.

Sec. 3. The share of a co-owner in the funds or assets to the Association cannot be assigned, pledged or transferred in any way, except as an appurtenance to his dwelling unit in the condominium.

ARTICLE III
VOTING RIGHTS

Sec. 1. Each co-owner shall file a written notice with the Association of co-owners designating the individual who shall vote at meetings of the Association and receive all notices or other communications from the Association on behalf of such co-owner. Such notice shall state the name and address of the individual representative designated, number or numbers of the dwelling unit or dwelling units owned by the co-owner, and the name and address of each person, firm, corporation, partnership, association, trust or other legal 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.

Sec. 2. Except as otherwise provided in these by-laws, each co-owner shall be entitled to one vote. The value of each vote shall be equal to the total percentage of value allocated to the dwelling unit or Deed. Voting shall be by value, except in those instances where voting is required to be in number and in value. No co-owner, other than the Developer, shall be entitled to vote at any meeting of the Association until he has presented evidence of the ownership of a dwelling unit in the condominium project to the Association. The vote of each co-owner may be cast by the individual representative designated by such co-owner on the notice herein required in Section 1, or by a proxy given by such individual representative.

Sec. 3. The presence in person or by proxy of 25% of the co-owners in number and in value shall constitute a quorum for holding all meetings of the members of the Association.

The majority at such meetings shall consist of more than 50% in value of those qualified to vote and present in person or by proxy at a given meeting or, when a 2/3 majority is required, more than 66-2/3% or when 3/4 of required more than 75% and when 90% is required then more than 90% of all co-owners in number and in value and present in person or by proxy, or by written consent if applicable at a given meeting. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary of the Association before the appointed time of each such meeting. Cumulative voting shall not be permitted.

Sec. 4. If the co-owners of a dwelling unit shall be other than one individual, the vote of such co-owner shall be cast by the person named in a certificate signed by all the owners of such dwelling unit and filed with the Secretary of the Association. Such certificate shall be valid until replaced by a subsequent certificate. If a certificate required by this section is not on file with the Association, the vote of such co-owner shall not be considered for any purpose.

ARTICLE IV
MEETINGS OF MEMBERS

Sec. 1. Meetings of the Association shall be held at a place convenient to the co-owners as may be designated by the Board of Directors.

Sec. 2. The first annual meeting of the members of the Association shall be held within 60 days after the occurrence of both of the following events: The recording of the Master Deed to the condominium and the sale and conveyance or occupancy of more than 90% of the dwelling units. Such first annual meeting shall be set by the Board of Directors and at least ten days written notice thereof shall be given to each co-owner. Thereafter, there shall be annual meetings of the Association. Notice of time and place of such meetings, as provided in the Corporate By-laws of the Association, shall be given to each co-owner as provided in Sec. 4 below. At such meetings there shall be elected by ballot of the co-owners a Board of Directors in accordance with the requirements of the Corporate By-laws. The co-owners may also transact such other business of the Association as may properly come before them.

Sec. 3. Special meetings of the co-owners may be called by a vote of the majority of the Board of Directors and must be called by the Board of Directors on receipt of a written request from a majority of the co-owners. Written notice of such special meetings must be provided according to the provisions of Section 4 of this Article IV.

OFFICE OF
J. PEREZ,
J. JACQUES
1875 LEE ROAD
MICH. 48064
1-8800

Sec. 4. It shall be the duty of the Secretary to mail a notice of each annual and special meeting to each individual designated by the representative co-owners at least five days, but not more than twenty days, prior to such meeting. Said notice shall state the purpose of the meeting as well as the time and place it is to be held. Mailing of the notices in the manner provided in this section shall be considered as duly given at the date of mailing. A co-owner signed waiver of such notice, setting forth the time, place and purpose of such meeting may be secured in lieu of mailing.

Sec. 5. All powers, duties and authorities vested in or delegated to the Association shall be exercised by the Board of Directors. Such powers, duties and authority shall include those existing under the common law, statutes of the State of Michigan, Articles of Incorporation, the Corporate By-laws, these By-laws and the Master Deed. Until the first meeting of the members of the Association, its affairs shall be managed by the Board named in the Articles of Incorporation, or by their successors as appointed by the Developer, who shall have the same powers and duties as an elected Board.

ARTICLE V
ASSOCIATION POWERS AND DUTIES

Sec. 1. The powers and duties of the Association shall include, without limiting, the generality of the foregoing, the following:

- (a) To maintain, repair, replace, operate and manage the "4100 WEST" condominium, whenever such services are required to be performed by the Association for the benefit of its members.
- (b) To make, levy and collect assessments against members and member dwelling units.
- (c) To defray the cost of the condominium and to use the proceeds of such assessments in the exercise of the powers granted to the Association.
- (d) To reconstruct after casualty and to further improve both real and personal property.
- (e) To adopt, publish and amend the rules and regulations governing the use of the real and personal property in "4100 WEST" condominium so long as such rules and regulations do not conflict with the restrictions or limitations as may be placed upon the use of such property in the terms of the Articles of Incorporation and Master Deed.
- (f) To sub-contract for the management of the condominium and to delegate to such contractor all powers and duties of the Association, except those that may be required by the Articles of Incorporation to have the approval of the Board of Directors of the membership of the Association.
- (g) To enforce by legal means the provisions of the Articles of Incorporation, By-laws of the Association, and the regulations promulgated or to be promulgated, covering the use of the property in "4100 WEST" condominium.
- (h) To pay all taxes and assessments which are liens against the condominium other than dwelling units and the appurtenances thereto, and to assess the same against the members of the respective dwelling units, subject to such liens.

OFFICE OF
L. PERES,
E. JACQUES
4000 LAKE ROAD
MICH. 48064
3-4900

(i) To carry insurance for the protection of the members and the Association against casualty and liability.

(j) To pay all costs of power, water, sewer and other utility service rendered to the condominium and not billed separately to the owners of separate dwelling units.

(k) To employ personnel for reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(l) To acquire, operate, lease, manage and otherwise trade and deal with real and personal property, including the dwelling units in "4100 WEST" condominium as may be necessary or convenient in the operation and management of the condominium in accomplishing the purposes set forth in the Articles of Incorporation.

ARTICLE VI
ASSESSMENTS

Sec. 1. The Association shall be assessed as the person or entity in possession of any tangible 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.

Sec. 2. All costs incurred by the Association in satisfaction of any liability arising within, caused by, or in connection with, the common elements of the administration of the condominium, shall be expenses of administration within the meaning of Section 16 of Public Acts 229 of 1963, as amended. The Association shall establish a reasonable reserve of funds from which payment of expenses of administration shall be made. All sums received as proceeds of, or pursuant to any policy of insurance securing the interest of the co-owners against liabilities or losses arising within, caused by or connected with the common elements or the administration shall be receipts of administration.

Sec. 3. 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 Apartment in paragraph SIXTH of the Master Deed without increase or decrease for the existence of any rights to the use of limited common elements appurtenant to an apartment. Assessments shall be due and payable at such times as the Association shall determine, commencing with acceptance of a deed to an apartment or with acquisition of fee simple title to an apartment 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. Assessments in default shall bear interest at the rate of seven (7%) percent per annum until paid in full. Each co-owner (whether one or more persons) shall be, and remain, personally liable for the payment of all assessments pertinent to his apartment which may be levied while such co-owner is the owner thereof.

Sec. 4. 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 apartment.

Sec. 5. The Association may enforce collection of delinquent assessments by suit at law for a money judgment or by foreclosure of

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the lien securing payment in the same manner that real estate mortgages may be foreclosed by action under Michigan law. In an action for foreclosure, a receiver may be appointed to collect a reasonable rental for the apartment from the co-owner thereof or any persons claiming under him. The expenses incurred in collecting unpaid assessments including interest, costs and attorneys' fees and any 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 apartment. The Association may also discontinue the furnishing of any utilities or other services to a co-owner in default upon seven (7) days written notice to such co-owner of its intent 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. The rights of the Association under this Section 5 shall include, but not be limited to, all of the rights of an administering body and provided in Section 16 of Public Acts 229 of 1963, as amended.

Sec. 6. During the development and sale period, the Developer of the condominium, even though a member of the Association, shall not be responsible for payment of the monthly Association assessment. However, Developer shall be required to pay a proportionate share of the Association maintenance expenses actually incurred based upon the ratio of unsold apartments at the time the expense is incurred to the total number of apartments in the Condominium. In no event shall Developer be responsible for payment, until after First Annual Meeting, of any assessments for deferred maintenance, reserves for replacements, for capital improvements, or other special assessments.

ARTICLE VII
ARBITRATION

Sec. 1. Disputes, claims or grievances arising out of or relating to the interpretation or application of the Master Deed, By-laws, or the Management Agreement, if any, or any disputes, claims or grievances arising among or between co-owners or between co-owners and the Association shall, upon the election and written consent of the parties to such disputes, claims or grievances, and written notice to the Association, be submitted to arbitration; the parties thereto shall accept the arbitrator's decision as final and binding. The commercial arbitration rules of the American Arbitration Association, as amended, in effect June 1, 1964, shall be applicable to any such arbitration.

Sec. 2. No co-owner or the Association shall be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Sec. 3. Election by co-owners of 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 VIII
INSURANCE

Sec. 1. The Association shall pay and maintain at all times a policy or policies insuring the Association, the co-owners and the manager against any liability to the public or to the co-owners, their invitees, or tenants incident to the ownership, use and maintenance of the condominium project, including personal liability exposure of the co-owners. Limitation of liability under such insurance shall be not less than One Hundred Thousand (\$100,000.00)

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Dollars for any one person insured and not less than Three Hundred Thousand (\$300,000.00) Dollars for any one accident and for Fifty Thousand (\$50,000.00) Dollars for property damage on each occurrence. Such limits and coverage shall be reviewed at least annually by the Association. Said policy or policies shall be issued on a comprehensive liability basis and shall provide cross liability endorsements to cover liability of the co-owners as a group to another co-tenant.

Sec. 2. The Association shall carry fire and extended coverage, vandalism and malicious mischief insurance, and workmen's compensation insurance, if applicable, pertinent to the ownership, use and maintenance of the condominium project. Such insurance shall be carried in accordance with the provisions of this Article VIII.

Sec. 3. All such insurance shall be purchased by the Association for the benefit of the Association and the co-owners and the mortgagees as their interests may appear, and provision shall be made for the issuance of certificates of mortgage endorsements to the mortgagees of co-owners. Co-owners may obtain additional coverage at their own expense upon their dwelling units and personal property or for their personal liability.

Sec. 4. All buildings, improvements, personal property and common elements of the condominium project shall be insured against fire and all other perils covered by a standard extended 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. The Association shall also carry insurance to cover such other perils as from time to time shall be customarily covered with respect to buildings and improvements similar in construction, location and use, including but not limited to vandalism and malicious mischief.

Sec. 5. All premiums upon insurance purchased by the Association pursuant to these By-laws shall be expenses of administration.

Sec. 6. Proceeds of all insurance policies owned by the Association shall be received by the Association, held in separate accounts and distributed to the Association and to the co-owners and their mortgagees as their interest may appear, provided, however, whenever repair or reconstruction of the condominium shall be required as in Article XI of these By-laws, the proceeds of any insurance received by the Association as a result of any loss requiring the repair or reconstruction shall be applied for such repair or reconstruction. Such application shall be made in proportion to the cost of repairing the damage suffered by each co-owner, which cost shall be determined by the Association.

ARTICLE IX
RECONSTRUCTION, REPAIR & MAINTENANCE

Sec. 1. The scope of the maintenance and management to be provided by the Association shall include the following items:

- (a) Repair and replacement of roofs, gutters and downspouts.
- (b) Maintenance of all sidewalks, walkways, vehicular parking areas and recreational and common areas, including the maintenance building and carport structures.
- (c) Snow removal from all sidewalks, walkways, driveways and vehicular parking areas.

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(d) Provision for the maintenance and cutting of all common lawn areas, shrubs, bushes and trees located thereon.

(e) Provision for the repainting, maintenance and repair of the exterior of all of the dwelling units and all external improvements. Such maintenance and repair of the exterior shall not include glass surfaces. The Association shall have the option of selection of color and quality of paint. The responsibility for repainting, maintenance and repair of the interior of all dwelling units, however, shall remain with the co-owners thereof.

(f) The repair, maintenance and management of the water and sewage disposal systems of the condominium.

Sec. 2. Co-owners maintenance responsibilities:

(a) The responsibility of a co-owner shall be to maintain, repair and replace at his expense, all portions of the premises to which he has fee simple title and the improvements situated thereon, except the portion to be maintained, repaired and replaced by the Association in accordance with provisions of Section 1 of this Article.

(b) In case a co-owner shall fail to effect the maintenance, repairs or replacements specified in Section 2 (a) of this Article in a manner satisfactory to the Association and pay for same, the latter may do so and add the cost thereof to the assessment to which such co-owner is subject.

Sec. 3. Any reconstruction, repair or replacement shall be substantially in accordance with the plans and specifications for the original buildings as set forth in the Master Deed.

Sec. 4. If any part of the condominium property shall be damaged, the determination of whether or not it shall be reconstructed or repaired will be in the following manner:

(a) If damaged property is a common element or a dwelling unit, the property shall be rebuilt or repaired if any dwelling unit in the building is tenantable, unless it is determined that the condominium shall be terminated.

(b) If the building is so damaged that no dwelling unit is tenantable, the damaged property shall be rebuilt unless 90% or more of the co-owners in value and number in that building agree not to reconstruction by vote or in writing within 90 days after the destruction.

Sec. 5. If the damage is only to a part of a dwelling unit which is the responsibility of the co-owner to maintain or repair, it shall be the responsibility of the co-owner to repair such damage in accordance with Section 6 hereof. In all other cases, the responsibility for reconstruction and repair shall be that of the Association.

Sec. 6. Each co-owner shall be responsible for reconstruction, repair and maintenance of the interior of his dwelling unit. Each co-owner shall also be responsible for the cost of any reconstruction, repair or maintenance to any other portion of the condominium necessitated by his negligence or misuse, or the negligence or misuse by his family, guests, agents, servants, employees, or contractors. In the event damage to a co-owners' dwelling unit is

covered by insurance held by the Association for the benefit of the co-owner, the co-owner shall begin reconstruction or repair of the damage upon receipt of the insurance proceeds from the Association. The Association shall be responsible for the construction, repair and maintenance of the general and limited common elements and any incidental damage to a dwelling unit caused by such general and limited common elements or the reconstruction, repair or maintenance thereof.

Sec. 7. Immediately after a casualty causing damage to property to which the Association has the responsibility of maintenance, repair and reconstruction, the Association shall obtain reliable and detailed estimates for the cost to replace the damaged property in the condition as good as that existing before the damage.

Sec. 8. If the proceeds from insurance are not sufficient to defray the estimated cost of reconstruction or repair by the Association or if any time during the reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of costs thereof are insufficient, assessments shall be made against the co-owners who own or are responsible for the costs of reconstruction or repair of the damaged property in sufficient amount to pay the estimated cost of repair. If the proceeds of insurance shall exceed the cost of repair or reconstruction, then the excess of such proceeds shall be divided by the Association among all the co-owners in proportion to the percentage of value assigned to each dwelling unit, after first paying out the share of each co-owner in the amount of any unpaid liens on the dwelling unit in the order of the priority of such liens.

Sec. 9. The portion of insurance proceeds representing damage for which the responsibility of reconstruction or repair lies with the co-owner, shall be paid to the co-owner or if there is a mortgage endorsement, then to the co-owner and the mortgagee jointly and such proceeds shall be used for the reconstruction or repair when required by these By-laws.

Sec. 10. If the condominium building is so damaged that no dwelling unit is tenantable and the co-owners do not agree to reconstruction in accordance with provisions of Section 4 (b) of this Article IX, the net proceeds of the insurance policies owned by the Association shall be divided by the Association in the same manner as it is required to use excess insurance proceeds in Section 8 of this Article, but limited to the co-owners of the damaged building, if such be the case.

Sec. 11. After complete or partial destruction of the condominium as a result of any casualty, after any taking of the condominium by eminent domain, or any other time, the condominium may be modified or terminated by unanimous agreement of the co-owners by vote or written consent, which agreement shall be evidenced by any instrument executed in the same manner as required for the conveyance of land. Any such termination or modification shall become effective when such agreement has been recorded with the Oakland County Register of Deeds. Any such termination or modification shall comply with the requirements of Section 9 of Public Act of 1963 as amended.

Sec. 12. In the event of any taking of a condominium by eminent domain, the vote or written consent of 75% of the remaining co-owners in value and in number shall be determinative of whether to rebuild or repair the condominium.

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ARTICLE X
PARTY WALLS

Sec. 1. Each wall or fence which is built as part of the original construction of the condominium project and any part which is placed on the dividing line between the separate parcels to which the adjoining co-owners have fee simple title, shall constitute a party wall. The extent not inconsistent with the provisions of this Article, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions, shall apply thereto.

Sec. 2. In the event any such party wall is damaged or destroyed through the act or omission from an adjoining co-owner or his agents, guests or members of the family, (whether or not this act or omission is negligent or otherwise culpable), so as to deprive the other co-owner of full use and enjoyment of such party wall, then the first such co-owner shall proceed to rebuild or repair the same as to as good condition as formerly existed, without cost to the adjoining co-owner.

Sec. 3. In the event any such party wall is damaged or destroyed by some cause other than the act of omission of either of the adjoining co-owners, his agents, guests or members of the family, (including ordinary wear and tear and deterioration due to the passage of time), then in such event, both such adjoining co-owners shall proceed forthwith to rebuild or repair the same to as good condition as formerly existed at their joint equal expense. Any provision of this section notwithstanding, the repair or rebuilding of a party fence damaged or destroyed under circumstances set forth in this section 3, shall be the responsibility of the Association. The cost of such repair or rebuilding shall constitute an expense of administration.

Sec. 4. Any co-owner proposing to modify or make additions to his dwelling unit in any manner which requires the extension or other alterations of any party wall, shall, in addition to meeting the requirements imposed by these By-laws and by any building code or similar regulations or ordinances, first obtain the written consent of the adjoining co-owner. (See also Article XII, Sec. 2)

Sec. 5. The right of any co-owner to contribution from any other co-owner under this Article shall be appurtenant to the land and shall pass to such co-owner's successor in title.

ARTICLE XI
RESTRICTIONS

Sec. 1. No dwelling unit in the condominium shall be used for other than single family residence purposes and the common elements shall be used only for the purposes consistent with the use of a single family residence. (Excepted are persons not of the same immediate family with written consent of the Board of Directors, which consent, shall not be unreasonably withheld.)

Sec. 2. No co-owner shall make alterations or structural modifications to his dwelling unit without the written approval of the Association. The Association shall not approve any alterations or structural modifications which would jeopardize the soundness, safety or appearance of the condominium project.

Sec. 3. Reasonable regulations concerning the use of the condominium may be made and amended from time to time by the Board of

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Directors of the Association; provided, however, that all such regulations and amendments thereto shall be approved by a majority of the co-owners before the same shall become effective. Copies of such regulations and amendments thereto shall be furnished to all co-owners.

Sec. 4. The Association or its agents shall have access to each dwelling unit from time to time during reasonable working hours upon notice to the co-owners as may be necessary for maintenance, repair or replacement of the exterior of all of the dwelling units, the common elements therein or accessible therefrom, and all external improvements. The Association or its agents shall also have access to each dwelling unit at all times without notice as may be necessary to make emergency repairs to prevent damage to the general common elements or to another dwelling unit.

Sec. 5. A co-owner may rent his dwelling unit provided the occupancy is only by a lessee and his family. No rooms in a dwelling unit may be rented and no transient tenants accommodated. (see also Section 10, By-laws)

Sec. 6. No advertising sign (except for one of not more than five square feet "For Sale" sign per dwelling unit), billboards, objects of unsightly appearance or nuisances shall be erected, placed or permitted to remain on any dwelling unit, nor shall any dwelling unit in any way be used for any purpose which may endanger the health or unreasonably disturb the co-owner of any dwelling unit in the condominium. Further, no commercial activity of any kind whatever shall be conducted in any dwelling unit or any portion of the condominium. Provided, however, further, the foregoing restrictions shall not apply to the commercial activities, signs and billboards, if any, by the Developer during its construction and sales period in the condominium.

Sec. 7. No animals, livestock or poultry of any kind shall be raised, bred or kept on the condominium project, except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purposes.

Sec. 8. No building or structure of a temporary character, basement, tent, shack, garage or barn or any outbuilding shall be used in the condominium project at any time as a residence either temporarily or permanently.

Sec. 9. All clotheslines, equipment, garbage cans, wood piles or storage piles shall be kept screened by adequate planting or fencing so as to conceal them from the view of a neighboring dwelling unit. All rubbish, trash or garbage shall be regularly removed from the premises and shall not be allowed to accumulate thereon, and shall be kept screened by adequate planting or fencing so as to conceal it from the view of neighboring dwelling units.

Sec. 10. No co-owner may dispose of or lease an apartment or any interest therein by sale or lease, as the case may be, without approval of the Association, which approval shall be obtained in the manner hereinafter provided.

(a) A co-owner intending to make a sale or lease of an apartment or any interest therein shall give written notice to any officer of the Association of such intention, together with the name and address of the intended purchaser or lessee, and such other information as the Association may reasonably require. Such co-owner shall, by such notice, also furnish the Association with the terms and conditions of the proposed

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transaction. The giving of such notice shall constitute a warranty and representation by such co-owner to the Association and to any purchaser produced by said Association hereinafter provided, that such co-owner believes the proposal to be bona fide in all respects. No proposed transaction shall be deemed bona fide which is not evidenced by an Agreement of sale, or lease, subject to the approval and right of first refusal contained herein, executed by the selling or leasing co-owner and the proposed purchaser or lessee and containing all pertinent terms of the sale or lease proposed to be made.

(b) Within twenty (20) days after receipt of such notice of intention to sell or lease, the Association shall either approve the transaction or furnish a purchaser or lessee satisfactory to it (and give notice thereof to the selling or leasing co-owner) who will immediately execute a contract of sale upon terms as favorable to the seller or lessor as the terms stated in the notice; provided, however, that a purchaser or lessee furnished by the Association may have not less than thirty (30) days subsequent to the date of his approval by the Association within which to close the transaction. Such seller or lessor shall be bound to consummate the transaction with such purchaser or lessee as may be approved and furnished by the Association. In case of sale, the approval of the Association shall be in recordable form, signed by any officer of the association, and shall be delivered to the purchaser. Failure of the Association to either approve such sale or lease to or furnish an appropriate substitute purchaser or lessee within such twenty (20) day period for any reason whatsoever shall be deemed to constitute approval, following which the Association shall nevertheless prepare and deliver written approval, in the event of sale, in recordable form.

(c) Developer shall not be subject to this Section 10 in the initial sale or lease of any apartment following establishment of the condominium.

Sec. 11. Amendment of this Article XI concerning restrictions shall require the approval of 90% of the co-owners both in value and in number.

ARTICLE XII
ARCHITECTURAL CONTROL

Sec. 1. No building, fence, wall or other external improvements shall be commenced, erected, or maintained upon the condominium project nor shall any exterior change or alteration therein or exterior painting to a different color be made, except such as are installed or approved by the Developer in connection with the construction of the condominium, or until the plans and specifications showing the nature, kind, shape, height, material, location and approximate cost of same shall have been submitted to and approved in writing as to quality and materials and to harmony of external design and location with existing dwelling units in the condominium project by the Board of Directors of the Association or by an architectural committee composed of three or more representatives appointed by the Board. In the event said Board or designated committee fails to approve such design and location within thirty (30) days after such plans and specifications have been submitted to it, such approval will be deemed to have been given.

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Sec. 2. Only building materials and substances requiring a minimum of maintenance shall be used and employed in any such buildings, fences, wall or other external improvement, exterior addition, change, alteration and repainting, except as otherwise installed or approved by the developer.

Sec. 3. No hedge, mass planting, or other similar installations shall be erected or planted on any common lawn or walkway within the condominium project without the approval hereinbefore required in Section 1 of this Article.

ARTICLE XIII
COMPLIANCE

Sec. 1. The Association of co-owners and all present or future co-owners, tenants, future tenants, or their employees or any other persons using the facilities of the project in any manner are subject to and shall comply with the provisions of Act 229 of Public Acts of 1963, as amended, the Master Deed, those By-laws, Articles of Incorporation, the Rules and Regulations of the Association, and the mere acquisition, rental or occupancy of any dwelling unit in this condominium shall signify that the provisions of the Master Deed, By-laws, Articles of Incorporation, the Rules and Regulations of the Association are accepted and ratified. In the event the Master Deed, By-laws, Articles of Incorporation or Rules and Regulations of the Association conflict with the provisions of the said statute, said statute shall govern.

Sec. 2. All terms used in the Master Deed and these By-laws shall be construed to have the same meaning as defined in Section 2 of Act 229 of the Public Acts of 1963, as amended. The term dwelling unit as used in these By-laws shall be construed as being synonymous with the term "apartment" as defined in said Section 2.

ARTICLE XIV
AMENDMENTS

Except for mandatory provisions of the Statutes of the State of Michigan, or as otherwise provided herein, these By-laws may be amended by the Association from time to time by approval of at least 75% of the co-owners in value and in number. Amendments to these By-laws shall be effective when recorded in the Register of Deed's office, Oakland County, Michigan.

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